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# THE RECORDS OF NEW AMSTERDAM

FROM 1653 TO 1674 ANNO DOMINI

EDITED BY

**BERTHOLD FERNOW**

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



VOLUME III.

MINUTES OF THE COURT OF  
BURGOMASTERS AND SCHEPENS

SEPT. 3, 1658, TO DEC. 30, 1661, INCLUSIVE

PUBLISHED UNDER THE AUTHORITY OF  
THE CITY OF NEW YORK

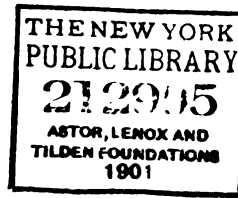
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## COURT MINUTES OF NEW AMSTERDAM

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Tuesday, 3<sup>d</sup> Septemb<sup>r</sup> 1658: In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen vander Grift, Olof Stevenzen Cortlant, Joannes de Peister, Cornelis Steenwyck, Isaack de Foreest.

Sieur Tymotheus de Gabry appears in Court, prosecuting the attachment of a barrel of brandy in Nicolaes Verlletts possession in the Public Store, belonging to Cornelis Harperzen in the South river. The Court declares the attachment valid.

Burgomast<sup>r</sup> Paulus Leenderzen vander Grift, pltf. v/s Gysbert Op Dyck, deft. Deft. in default. The pltf. exhibits in Court certain obligation against the deft. amounting to the sum of fl. 147: 8 demanding payment. The Court orders the deft. Gysbert Op Dyck to pay the pltf. the sum of fl. 147: 8 according to obligation.

Wernaar Wessels, pltf. v/s Allard Anthony, deft. Pltf. in default. Deft. says he cannot testify in favor of his father in law.

Jacob Wolfersen van Couwenhoven, pltf. v/s Allard Anthony, deft. According to order of the Court dated 20<sup>th</sup> Aug<sup>r</sup> the pltf. is asked, what evidence he has regarding the agreement made with the deft for and regarding the brewing of 15 pipes of beer? Answers, has no other evidence than what he stated. Govert Lookermans is asked what knowledge he hath of it? Answers, was not at the agreement but heard of fl. 5; but does not know whether it be for the pipe or barrel as it is long ago.

Govert Lookermans, pltf. v/s Tomas Hal, deft. Deft. requests to be excused, as he is sick, until he be better, when he will satisfy the pltf. or stand suit, whereof pltf. demands copy. The Court orders copy to be furnished party.

Pieter Jansen Noorman, pltf. v/s Hermen Barendsen, deft. Pltf. says, he hired his land to the deft. for the time of six years for which the deft. shall pay rent for the first year fl. 250. and every year after fl. 300. to the end of the lease according to contract exhibited in Court, but that the deft. has not fulfilled the contract. Deft. answers he leased the land from the pltf., when the grain was standing and he could not examine it; and he afterwards found, that the land was nothing else than rocks and stone and could not make that money of it, and aided the pltf. 15 days: also that he the pltf. leased the land again for fl. 600. for four years, being willing to prove it. Pieter Jansen is asked if he has hired the land again? Answers, he has partially agreed with Lauweren Grootsohoe, but has not concluded as he wants fl. 200. a year and Lauwerens will not give more than fl. 200. The Court orders the deft. Hermen Barendsen to prove on next Court day, that the pltf. Pieter Jansen has re-leased the land.

Claas Gangelofs Visser, pltf. v/s Aris Otte, deft. Deft. a third time in default. Pltf. demands from the deft. the sum of fl. 62. 11 for wine according to book a/c. The Court orders the deft. to pay the pltf. within twice 24 hours.

Aris Otte, pltf. v/s Jan Mufort, deft. Both in default.

Jan Andresen and Robbert Pitman, pltf. v/s Major Narrewett, deft. Both in default.

Willem Pietersen, pltf. v/s Jacob Lubbeck, deft. Pltf. is asked, if he have obtained an extract from the Minutes? Answers, No; he is therefore ordered to take out an extract, and to summon the deft. again on next Court day: But the deft. may return home on his own security to the Schout.

Philip Schoof, pltf. v/s Metge Wessels, deft. Pltf. demands from the deft. payment of fl. 884 in beavers and zeawant, amongst which run two ankers of brandy @ fl. 60 the anker in zeawant, according to a/c exhibited in Court, and says he is about to depart. Deft. admits the debt, but says he has no beavers. The Court orders the deft. to pay the pltf.

Pieter Rudolfus, pltf. v/s Jacob Wolfersen, deft., demands from deft. according to notarial obligation the sum of fl. 579: 6. with interest thereon. Deft. answers, has an a/c with his father and that his father accepted to pay the obligation, with which he pltf. was satisfied. Deft. is asked, who has rec<sup>d</sup> the goods? Answers, he rec<sup>d</sup> them and not his father. As the

deft. has received the goods, the Court orders him to pay the pltf. according to obligation, and if he think he have any just claim he may institute it.

Teunis Tomasen Quick, pltf. v/s Frerick Aarensen, deft. As the wives of the parties appear in Court, their case in question is not heard.

M<sup>r</sup>: Jacob Vuges, pltf. v/s Samuel Etsal, deft., says, he hired a house from deft. and agreed together, that the deft. should make for the house such as windows, suitable cellar, etc., whereupon he was to pay him fl. 200 in beavers, which he has done, according to receipt exhibited in Court, which the deft. has not performed. Deft. answers, he caused the house to be raised in order to have a proper cellar, but promised no provision cellar and caused glass to be put in the window panes, but as the survey was not made, they were again taken out. The Court orders the deft. to bring the window sashes back again to the place he took them from, and the case in question was further referred to Hendrick Kip the Elder and Pieter Rudolfus to reconcile parties if possible, or otherwise to report to the Court.

Capt. Roselyn, pltf. v/s Affien Porey, deft., demands in writing from the deft. payment of fl. 4914: 16., as she has power from her husband, to act against the opponents, who excite dispute; for this purpose that the arrest be declared valid, which was provisionally instituted against the goods in the Custom house and elsewhere, and exhibits in Court the a/c. Deft. says, she has no power from her husband, nor does it appear on her husband's books, that he is indebted to Roselyn. The Court orders copy of the a/c to be furnished to party to answer thereunto at the next Court day.

Mighiel Jansen, pltf. v/s Jacob Eldersen, deft. Pltf. in default. Deft. delivers in Court an offset a/c ag'st him pltf. The Court orders copy of the a/c to be furnished party, to answer thereunto at the next Court day.

Capt Augustyn Beaulieu appears in Court producing his demand ag'st Skipper Albert Jansen Roy, Wernaar Wessels, Isaacq Boda for the illegal imprisonment inflicted on him by the abovenamed Skipper Roy, Wessels and Isaac Boda. The Court orders copy to be furnished to party to answer thereunto at the next Court day.

Pieter Jacobzen Buys answers the demand of Capt Augustyn Beau-

lieu. The Court orders copy to be furnished to party to answer thereunto at the next Court day.

Mattheus de Vos requests that the Magistrates may dispose of the petition given in on the last Court day. Serves for apostille—If Niicolaas de Meyer admits having been paid the obligations of Maria Verlett, the abovenamed Meyer is ordered by the Court to furnish the petitioner the gross of the three obligations herein mentioned, and if the same are lost, he may give him a notarial receipt before his departure.

Barent Gerrisen and Gerrit Gerrisen appear in Court, and Barent Gerrisen states, that Gerrit Gerrisen has a knowledge of the hog which his wife bought from Jacob Wolfersen's wife; he declares, that the hog Hans Dreper detains is the hog, which Barent Gerrisen's wife bought of Jacob Wolfersen's wife. Barent Gerrisen says, that Wolfert Gerrisen will swear, that the abovementioned hog is the hog sold by his son's wife to Barent Gerritsen's wife; also there is another who will declare it, but that he is at Fort Orange. The W. Court orders Barent Gerrisen to come to Court next Tuesday with his witnesses, and Hans Dreper and Pieter Jansen to be confronted against each other.

The papers and evidence being produced in Court on both sides in the suit between Jan Aarsen Coopal Nieuwhoff and Tomas Wettell, the Court refers the matter in question to Augustyn Heerman and Jacobus Vis as arbitrators to reconcile parties if possible, or otherwise to report to the Court.

The Schepen Isaacq de Foreest states in Court, that his late servant maid has not yet fulfilled the judgment of the Court pronounced in date. . . . Therefore demands, that the sale of the goods left in his house in pledg may be proceeded with. The Court grants the Schepen's request.

Ordered, that some notices be affixed concerning the farming of the excise on slaughtered cattle.

Cornelis Jansen, Woodsawyer, answers Nilus Matthys' demand entered in date 12 August 1658. The Court orders Copy to be furnished party to reply thereunto at the next Court day.

Tuesday, 10 Septemb 1658. In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen van der Grift, Olof Stevensen Cortlandt, Joannes de Peister, Pieter Wolfersen van Couwenhoven, Cornelis Steenwyck, Isaacq de Foreest.

Mattheus de Vos as att'y of Burgomaster Paulus Leendersen van der Grift, pltf. v/s Antony Clazen Moor, deft. Both in default.

Mattheus de Vos as att'y of Egbert van Borssum, pltf. v/s Capt. Beaulieu, Nicolaas Boot, Master Jacob Huges, and Simon Felle, defts.

Nicolaas Boot in default. Pltf. in virtue of a procuration from Egbert van Borssum, whose wife also appears, demands from deft. Capt. Beaulieu for a/c of said Van Borssum the sum of fl. 310: 4: 8 balance, for entertainment given by the Captain at Egbert van Borssum's as appears by a/c exhibited in Court; and says he has summoned the other persons to declare, if they are partners, as Capt Beaulieu, on being applied to for payment of the aforesaid sum, gave for answer, he shall pay half, because the others share in the other half—then if they have to pay their part. Of whom, Jacob Huges declares, he was invited by the Captain, but if he must pay he will do so. Simon Felle declares the same. Pltf. says, that Capt Beaulieu had the dishes brought up and agreed for the repast. Deft. Capt Beaulieu says, that there were fourteen of them; half of which he individually was to pay for, and the others the other half: Offers to pay for the absent. Capt Roselyn declares he assisted in agreeing for the repast. Annetie van Borssum says, that Capt Beaulieu alone agreed for the meals and therefore looks to him. Capt. Beaulieu appearing in Court is asked, if he have any objection to the a/c? Answers, No, except to the fl. 30 for trouble and waiting and fl. 3. for cleaning the things. The Court having heard parties and having examined and considered the matter decree, that Capt Beaulieu shall have to pay Egbert van Borssum 250 gl. 4 stiv. 8 pence, deducting 20 fl. charged too much for trouble and the pltf. has to collect the remaining money from Adriaan Vincent, Simon Felle, Nicolaas Boot, Mr Jacob Huges and Jan Perier, and if the aforesaid persons prove, that Capt Beaulieu invited them, Capt Beaulieu is ordered to pay for them.

Pieter Janzen Noorman, pltf. v/s Herman Barenzen, deft. Deft. in default.

Capt. Beaulieu, pltf. v/s Skipper Albert Janzen Roy, deft. Pltf. demands in writing that, as deft. is about to depart, he shall give security for the judgment in the claim which he has against him, or in case of refusal attachment of his person or for greater security, imprisonment. Deft. answers in writing to the demand instituted by the pltf. on the last

Court day. The Court orders Skipper Roy to give sufficient security for the judgment, and to furnish copy of answer to party to reply thereunto at the next Court day.

Willem Pieterzen, pltf. v/s Jacob Lubeck, deft. Pltf. demands from deft. the sum of fifty five guilders, thirteen stivers, eight pence for freight by the *Vergulden Schell* (the Gilded Shell) in the same pay as is usual, with costs thereof. The Court orders the deft. to pay the pltf. the sum demanded in good merchantable zeawant, within three weeks time from this, with costs thereof.

Pieter Janzen Noorman, pltf. v/s Hermen Barendsen, deft. Both in default.

Nicolaas Velthuisen, pltf. v/s Salomon La Chair, deft. Deft. in default.

Nicolaas Velthuyzen, pltf. v/s Jan Janzen Hagenaar, deft. Deft. in default.

Teunis Tomazen, pltf. v/s Frerick Aarsen, deft. Parties are not heard as the pltf's wife appears.

Geertie Hendricks, pltf. v/s Jan Hendrickzen Coopal, deft. Pltf. says, she must have fl. 30. from Pieter Van Naarden, who had assigned her to the deft. Deft. says, he must have stone sufficient for a partition wall from the pltf., but has not rec<sup>d</sup> it all. He is ready to pay, when the balance thereof, estimated by arbitrators, is furnished by her. Pieter van Naarden appearing in Court is asked, if he has ridden stone for Jan Coopal? Answers, Yes, and earned therefor fl. 30. The Court orders the deft. to pay the pltf. the sum demanded, deducting whatever less was ridden and retaining his action ag'st the pltf., if he have any claim.

Hendrick Tamboer (the drummer), pltf. v/s Tryntie van Campen, deft. Pltf. says, he claims fl. 10 $\frac{1}{2}$  from the deft. for wages. Deft. denies owing so much and says, she paid all up to the drawing the water. The Court orders parties on both sides to produce due a/c in Court on the next Court day.

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

Barent Gerrisen, pltf. v/s Hans Dreper, deft., delivers into Court certain extract from the Minutes of Burgomasters and Schepens dated 3<sup>d</sup> Septb' 1658, bringing also Wolfert Gerrisen as witness as to the sale of

the hog in dispute with the deft. Wolfert Gerrisen declares, it to be certain, that his son's wife sold a young pig to the pltf's wife, but knows not that it is the same that is in dispute. The Court orders the pltf. to summon to Court his witness, when he returns from Fort Orange, along with the other witnesses.

Matthys Boon, pltf. v/s Hans Ketel, deft., complains of damage suffered from the deft's dog, who has bit his hogs, one of which lies sick and he does not know, whether it will recover or not, and that he misses several. Deft. says, he does not know, whether it occurred or not, as he locks up his dog by day and lets him loose by night. Deft. is asked, if his farm is enclosed? Answers, Yes; but that the hogs break through it. Pltf. says, that the deft. stated, that he would kill the hogs; which the deft. denies. The Court orders, that arbitrators inspect the fence, whereunto are appointed Pieter de Noorman and Teunis Gysbersen Middagh; and the Officer of the Court of Breuckelen is requested, if he please to accompany them, and examine, if the fence be in good order.

Cristiaan Pieters, pltf. v/s Jacob Elderzen, deft., says, he cannot get any money from the deft. The bailiff was ordered to execute these.

Jan Stockert, pltf. v/s Cornelis Janzen Oudtlandt, deft. Mattheus de Vos as att'y of Jan Stockert demands from deft. fl. 47: 7 for earned wages. Deft. says, he had a verbal agreement with Jan Stocker and Jan Stockert is bound to bring the bark to the South river, whence he brought it, and he should have three beavers per month or thirty guilders in seawant; delivering in Court certain Acte of Protest entered against Jan Stockert, for all damage and interest which he shall come to suffer thereby. Jan Stockert's att'y says, that he hired himself to the deft. by the month; therefore is not bound to bring the bark into the South River. And whereas Jan Stockert has departed with the galiot to the South River without consent and against the protest of deft., his att'y's suit is therefore dismissed.

Paulus Janzen, pltf. v/s Jacob Ramaacker (wheelwright), deft.

Cornelis Jansen Clopper, pltf. v/s Simon Janzen, deft. Deft. in default.

Capt. Beaulieu replies to Pieter Jacobsen Buis' answer. The Court orders copy to be furnished party to answer thereunto at the next Court day.

Jan Rutgerzen appears in Court, exhibiting the judgment dated 20<sup>th</sup> August 1658 and says he cannot get any money from Gerbreght de Goyer. The Marshal is authorized hereby to put these into execution.

Mighiel Jansen replies to Jacob Eldersen's answer and demand in reconvention. The Court orders copy to be furnished to party to answer thereunto at the next Court day.

Aafie Perie answers Capt Roselyn's demand. Capt. Roselyn requests, that he might attach Jan Perier's goods in the Public Store. The Court grant petitioner's request and order him not to trouble Aafie Perier any more.

Metje Wessels requests by petition from the Court, that the Marshal postpone the execution, until she settle with Philip Schooff about an a/c forgotten to be produced at the last Court day. The Court orders copy to be furnished party to answer thereunto at the next Court day.

Cornelis the woodsawyer, is ordered to furnish pertinent a/c in due form.

In the case of Allard Anthony ag'st Jacob van Couwenhoven regarding the brewing of fifteen pipes of beer, the Court decree that Allard Anthony shall pay Jacob van Couwenhoven fl. 10 for each pipe he rec<sup>d</sup> or the tun in proportion.

This date, 12<sup>th</sup> Septemb<sup>r</sup> 1658, Capt Roselyn offers certain petition, wherein he requests, that he may attach the goods and debts belonging to Jan Perier, where he can receive the same. Whereupon for apostille is rendered:—The petitioner is allowed to attach the debts outstanding at this place, on condition of first acquainting the Court on the next Court day, in whose hands they remain, to make due disposition therein.

To the Right Hon<sup>ble</sup> Director General  
and Councillors of N. Netherland.

Right Hon<sup>ble</sup> Sirs,

The Burgomasters of the City of Amsterdam in N. Netherland represent to you with all humility that they have received a certain humble Remonstrance hereunto annexed, signed by some of the Burghers and inhabitants, in which they request that we should solicit you to be pleased to lend them a helping hand: And whereas there is no doubt of your good inclination for the advantage of the Burghers and inhabitants, being assured, that you aim at nothing save the welfare and prosperity of this

Province and early budding place and of the good Burghers and inhabitants thereof. They therefore request you to favour the aforementioned Burghers and inhabitants herein and to be aiding unto them that through your authority and interference with the Lords Majores as Patroons of this Province, they the petitioners may obtain from their Honors what tends most to the advantage of this place. Trusting unto which, we remain Rt. Hon<sup>ble</sup> your Subjects

The Burgomasters of the City aforesaid.

By order of the Hon<sup>ble</sup> Burgomasters of the City aforesaid.

Joannes Nevius, Secretary.

In Amsterdam in N. Netherland the 17<sup>th</sup> Septemb<sup>r</sup> 1658.

Extraordinary Meeting, On Saturday 14 Sept. 1658. In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen van der Grift, Olof Stevensen Cortlandt, Joannes de Peister, Pieter Wolferzen van Couwenhoven, Cornelis Steenwyck, Isaacq de Foreest.

Capt. Augustyn Beaulieu, pltf. v/s Skipper Albert Jansen Roy, deft. Pltf. produces in writing his demand, wherein he demands from the deft. honourable and profitable reparation of character for false imprisonment of his person by the deft. Deft. answers by way of rejoinder, that he did not make the arrest without foundation, alledging thereunto some reasons. Pltf. being asked, if he has any thing else to say, answers nothing except reparation of his character, and is further asked, if he will declare on oath, that he had no intention to depart? Answers, he will not only swear it, but prove it. Deft. is asked, if he has any further evidence, than he has produced? Answers, has nothing else, than he stated, maintaining that it is sufficient. Parties being heard and their papers and documents produced in Court being examined and having weighed all whatever is material, the Court decrees, (as Skip<sup>r</sup> Albert Jansen Roy imprisoned Capt. Augustyn Beaulieu's person on the presumption, that he was about to depart without paying him, and the reasons he assigned therefor not being considered sufficient by the Court, and Captain Beaulieu having offered to swear, that he did not intend to depart and will, moreover prove it,) that Skipper Albert Jansen Roy shall with uncovered head declare before the Court in Capt Augustyn Beaulieu's presence, if he will attend, that he wrongfully imprisoned Capt Beaulieu, requesting of the

Court and Capt Beaulieu to think no more of it, and that the bail bond shall continue for the payment of the judgment of the Court as to the costs.

On Capt Roselyn's petition requesting confirmation of the attachment on the fl. 700, which Capt Beaulieu owes Jan Perier, and that the Capt. shall in default of deposit give security; and demands further deposit of party's tortoise shell and a beaver coat, lying in the Chest. Apostilled, copy to be furnished party.

The Court resolved to fix the seawant at eight white and four black beads for one stiver, and to communicate the same to the Heer General.

Tuesday, 17<sup>th</sup> Septemb<sup>r</sup> 1658: In the City Hall. Present the Heeren Paulus Leendersen vander Grift, Olof Stevensen Cortlant, Pieter Wolfersen van Couwenhoven, Cornelis Steenwyck, Isaack de Foreest.

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

Daniel Litsco, pltf. v/s Pelgrum Clocq, deft. Deft. in default.

Lauwerens Jansen, arrestant and pltf. v/s Barbertge Abbesen, arrested and deft. Both in default.

Hendrick Hendrickzen Obe, pltf. v/s Barbertge Abbesen, deft. Deft. in default.

Cornelis Janzen Clopper, pltf. v/s Simon Janzen, deft. Defts. 2<sup>d</sup> default. Deft. demands in writing postponement, until his return from Fort Orange, which was allowed him.

Mattheus de Vos, as att'y of Burgomast<sup>r</sup> P. Leendersen van der Grift, pltf. v/s Anthony Clazen Moor, deft. Pltf. by virtue of a power as substitute of Burgomaster Paulus Leenderzen Vander Grift, demands, that deft. shall admit or deny the handwriting and book debts exhibited in Court, in favor of Jacobus de Weerd<sup>t</sup> or his assigns. Deft. says, he wishes first to see the qualification. Pltf. replies, as the deft. refuses to admit or deny the handwriting and book debts, that the monies thereof be sequestrated. Deft. again demands qualification, to whom he shall render due a/c. and says, that Jacobus de Weert and his wife are dead and the estate is vacant. Pltf. demands proof thereof. The Court decides, that the procuration dated 27 July 1654 executed before the Notary Dirck van Schelluyne and certain witnesses in favor of Burgomaster Paulus Leendersen vander Grift is valid, the rather as Jacob de Weert at

his departure the 4<sup>th</sup> Novemb<sup>r</sup> 1654, ceded, transported and conveyed to Melchior Herssele all his furniture and all his goods; item, his outstanding debts, actions and rights, effects and goods; and all that he the assignor had in the world according to copy of deed. Was signed, J. van de Ven, Not<sup>r</sup> Pub: And Melchior van Herssele advises Burgomaster Paulus Leendersen van der Grift in his letter dated 16<sup>th</sup> March, 1656, wherein he writes and sees and finds, that Antony Claesen Moor is still indebted, hoping that the same shall be paid; hopes also the other debtors have paid; if not it remains with your Hon<sup>r</sup>, who recommended it, to act as with your own debts:—It is therefore decreed as before, that the procuration is good, unless Anthony Clasen Moor can bring some later letters contradicting these.

Hendrick Hendrickzen, pltf. v/s Tryntje van Campen, deft. Pltf. exhibits in Court an a/c against the deft. demanding from the deft. as per a/c fl. 12: 18. Deft. says he will bring an a/c against it on the next Court day. The Court orders copy of the a/c to be furnished the deft. to answer thereunto on the next Court day, on pain of being deprived of his right.

Stoffel Elswaart, pltf. v/s M<sup>r</sup> Isaack Allerton, deft., demands from deft. receipt for the payment of the land. And whereas he, the pltf., exhibits to the Court the deed of the land and notarial receipt of payment made, the Court decided, that he was sufficiently released.

Jan Rutgerzen, pltf. v/s M<sup>r</sup> Allerton, deft. Pltf. again demands from deft. payment of the sum of fl. 121. 6. for two obligations executed by Pieter Janzen of Frederickstatt and Barent Eversen of Stockholm, for which the deft. has signed as bail to pay him. Deft. says, he will prove, that the abovenamed Pieter Janzen of Frederickstatt and Barent Evertsen of Stockholm had determined to run away from the ship; maintaining therefore he is not bound to pay. The Court orders the deft. to give security for the monies, and to prove within three weeks that the abovenamed Pieter Jansen of Frederickstatt and Barent Eversen of Stockholm were willing to run away from the ship.

Allard Anthony requests by petition revision of the judgment pronounced by the Court between him and J: Wolfersen in date 11. Septemb<sup>r</sup> 1658: Whereupon is apostilled:—The petitioner is received in revision.

Teunis Teunisen, pltf. v/s Frerick Aarsen, deft., demands payment of fl. 100 balance in beavers and the chairs, being payment of the last instalment of a certain lot which deft. bought from the pltf. Deft. admits the debt, but says he cannot get any beavers ; demanding delay. The Court orders the deft. to pay the pltf. precisely within one month's time.

Matthys Boon, pltf. v/s Hans Ketel, deft. Both sick.

Cornelis Langevelt, pltf. v/s Wernaar Wessels, deft. Pltf. exhibits certain extract from the minutes dated 20<sup>th</sup> August 1658, wherein the deft. is ordered to prove, that the pltf. offered the deft. to give or take the tobacco in question for a can of wine. Deft. exhibits three depositions, two of which were produced on the 20<sup>th</sup> August. Pltf. requests by petition, that the witnesses shall swear, Wernaar Wessels closed the bargain, and he the pltf. considered it as good. The Court orders the deft. to summon the witnesses at the next Court day to render testimony of the truth.

Teunis Cray, pltf. v/s Jacobus Calf, deft. Deft. in default.

Cornelis Aarsen, pltf. v/s Cristiaan Barenzen's widow, deft. Pltf. demands from deft. fl. 100. in beavers arising from the sale of a horse. Deft. says, she has no objection to it, but has no beavers, offers to pay in seawant at beavers price. The Court orders the deft. to pay pltf. the sum demanded within the time of fourteen days in beavers.

Aafie Leenders, wife of Jan Perier, requests by petition, as Capt. Augustyn Beaulieu owes her husband, fl. 700. and the money is attached by Capt Roselyn and she cannot read nor write, that the aforesaid Capt. Beaulieu shall be summoned by the Court at the next Court day to acknowledge or deny his obligation. The Court orders the Court Messenger Claas van Elslandt to summon Capt. Beaulieu for the next Court day.

The Court orders copy of Cornelis Jansen, woodsawyer's a/c to be furnished to party, to answer thereunto at the next Court day.

Pieter Jacobsen Buys rejoins to the reply of A: Beaulieu. The Court orders copy to be furnished to party and parties are ordered to produce their deduction and intendit at the next Court day.

Philip Schoof requests by petition, that the Marshal may be ordered to proceed with the judgment between him and Metje Wessels. The Court order the Marshal duly to execute the judgment herein mentioned.

This day, 22 Sept<sup>r</sup> 1658, Anthony Clasen Moor appeared before me Joannes Nevius, Secretary of the City of Amsterdam in N. Netherland, and declares to appeal to the Director General and Council of N: Netherland from the judgment pronounced by the Court between him and Mattheus de Vos as attorney of Burgomaster Paulus Leendersen van der Grift.

Apostille on the Petition dated 11. Sept<sup>r</sup>

The Director General and Council can well believe, that the petitioners representation is just, but it is a matter, which must finally be demanded and obtained from the Honble. Lords Directors, to whom shall be sent with serious recommendation an authentic copy hereof with the papers annexed. Should the Burgomasters and petitioners think proper, they can also address themselves to them.

Meanwhile should any of the petitioners have an inclination or opportunity to make an experiment of a foreign trade with any of the commodities herein mentioned on such conditions as the aforesaid Directors have established, agreeably to the printed exemptions or which may be enacted on this further petition, the Director General and Council shall in no wise prevent it, until otherwise ordered, but rather favor it as far as reason and justice admit. Done Fortress Amsterdam in N: Netherland ady 17<sup>th</sup> Septemb<sup>r</sup> A<sup>o</sup> 1658.

Under Stood, By order of the Hon<sup>ble</sup> D<sup>r</sup> General  
and Council of N: Netherland.

C. van Ruyven, Secret<sup>r</sup>

Right Hon<sup>ble</sup> Wise, Prudent Lords and Patroons, the Commissioners for N: Netherland:—

We have thought proper, Rt. Hon<sup>ble</sup> Lords, to make you acquainted with the sober condition of trade here, the high price of goods, the small profit accruing therefrom, and the scantiness of the receipt of returns, which are awakening great trouble among the Commonalty of this newly flourishing place, in consequence of the heavy burthens, which the Commonalty has to bear by the imposts on the returns, dearly purchased here to be sold in *Patria* for a small price, from which proceeds the dearness of cargoes sold to the Commonalty. Should your Hon<sup>rs</sup> not seasonably provide herein many will be necessitated to remove from this place to some other, where they shall earn an easier living.

We have already advised your Hon<sup>ty</sup> how this City, to render itself somewhat defensive in the time of the troubles, incurred a large and heavy debt to several traders and inhabitants, who then testified their great friendship for us; some of these were paid by the General and the remainder are yet unpaid. Schepen Cornelis Steenwyck, the principal one among the latter, claims a considerable sum. He has applied for it by petition divers times both to the General and Council and to the Burgomasters and Schepens. The Burgomasters promised payment in nine months, but as our Treasury is not able to pay the debts and there is no prospect of getting out of debt, as the revenue of the City can scarcely meet the City's daily expenditure, we therefore address ourselves to your Hon<sup>ty</sup> the Lords and Patroons of this Province and of this place, again troubling your Hon<sup>ty</sup> to benefit and favor this place—called after the renowned City of Amsterdam in Europe—with the revenues of the Weighscales, a just fourth whereof was granted us by the General on 25 January 1658, with the approbation of the Hon<sup>ble</sup> Lords and Patroons of this Province, according to copy of the annexed petition and apostille; praying for reasons before mentioned, that the entire revenue of the Weighscales and, in addition, the rent of the Ferry (about which we heretofore frequently troubled your Hon<sup>ty</sup>) may, though not obtained to this date, be, as we hope, conferred at once on us by your Hon<sup>ty</sup> in consideration of the heavy debt, in which we are plunged, so that we may be at once relieved from those responsibilities. The balance of the money we shall apply to the benefit of this place, to render it, in time of peace, more secure, so that we, in time of war, may fear none, but God alone; believing that, this place being in a state of defence, many shall be encouraged to come hither, for the want whereof it could not be placed in such order as to serve as a place of retreat and protection for us and the outside people against our enemies.

Your Hon<sup>ty</sup> proposed, on the contrary, to make use of the Fort lying within this place as a retreat.

To this we answer, it is not capable to protect us a long while from the attack of enemies. 'T is true, it is strong enough for a day or two against a descent or a general massacre, but not for the reception of such a multitude of refugees from all places situate roundabout here, from which great and direful spectacles from famine are to be expected. To

this must be added the loss of our properties, to which such a small compass could not afford security. Stripped of the means collected in our younger years, we shall be reduced to poverty and die, in the fullness of our days, beholding the misery and calamity of our wives, children and friends, having no place of refuge among any of our neighbours, being a prey to, or the slaves of the English or the savages.

May God the Lord forbid this, and by His holy and beneficent Spirit so direct your Hon<sup>rs</sup>, that it may be prevented by the conferring and granting of such benefits as your Hon<sup>rs</sup> may deem proper. Trusting in all things to your Hon<sup>rs</sup> wise and fatherly care of this blooming place, we shall shew ourselves as your Hon<sup>rs</sup> humble subjects ought to do.

And whereas this Province increases more and more in population, and goods or cargoes are dearer and dearer for reasons above stated, and few returns are to be had, many of the Commonalty have placed in our hands a certain humble remonstrance on the subject of foreign trade, more fully set forth in the copy thereof hereunto annexed, with a request to communicate the same to the General that his Hon<sup>rs</sup> may write your Lordships thereupon of which we have no doubt. For, with submission to your Lordships, it will tend to the advantage of this place and to the profit of the Hon<sup>ble</sup> Privileged West India Company, the Lords and Patroons thereof, whose prosperity we endeavour according to our capacity to promote as much as possible. In the name, then, of the Commonalty over whom your Hon<sup>rs</sup> through the General and Council have been pleased to appoint us as Overseers and rulers, we humbly request you to favour the abovementioned Commonalty therewith. And as it is difficult to describe with the pen the necessity therefor, and Schepen Cornelis Steenwyck proceeds to Fatherland, we refer it to him; believing he will set forth the necessity thereof in such wise before your Honors, that with your Hon<sup>rs</sup> approbation the Commonalty shall be favoured with the Foreign Trade.

Further, laying before your Hon<sup>rs</sup> the great augmentation of the youth in this Province and place, which yearly increases more and more, and finds itself now very numerous, and though many of them can read and write, the Burghers and inhabitants are nevertheless inclined to have their children instructed in the most useful languages, the chief of which is the Latin tongue; and as there are no means so to do here, the nearest

being at Boston in N. England, a great distance from here, and many of the Burghers and inhabitants of this place and neighbourhood having neither the ability nor means to send their children thither, we shall therefore again trouble your Hon<sup>r</sup> and humbly request that your Hon<sup>r</sup> would be pleased to send us a suitable person for Master of a Latin School, in order that our children be instructed in, and study such language, not doubting but were such person here, many of the neighbouring places would send their children hither to be instructed in that tongue; hoping that, increasing from year to year, it may finally attain to an Academy, whereby this place arriving at great splendour your Hon<sup>r</sup> shall have the reward and praise next to God the Lord, who will grant His blessing to it. On your Hon<sup>r</sup> sending us a Schoolmaster, we shall endeavour to have constructed a suitable place or school.

May God the Lord long preserve your Hon<sup>r</sup> in health and successful government, and we remain

Your Hon<sup>r</sup> faithful subjects

The Burgomasters and Schepens of the

City Amsterdam in N: Netherland.

Done in our Court held in the City Hall the 19 Septem<sup>r</sup> 1658.

To the Right Hon<sup>ble</sup> Director General and Councillors of N. Netherland.

Right Hon<sup>ble</sup> Sirs,

The Burgomasters and Schepens of the City Amsterdam in N. Netherland perceiving the great quantity of seawant coming hither to this City from N. England to the great advantage of the latter and loss of this place, inasmuch as those of N. England give 25 per cent more of the seawant they bring hither, whereby this place is so overstocked that it is held in no esteem, and bakers, brewers, traders, labourers and others are so particular, that much difficulty is experienced in managing with it; they therefore respectfully represent to and request of your Hon<sup>r</sup>, provisionally to fix the seawant at eight white and four black beads for a stiver, if your Hon<sup>r</sup> consider it for the advantage of the Commonalty; whereunto awaiting we remain your Hon<sup>r</sup> faithful servants

The Burgomasters and Schepens of the City aforesaid.

By order of the Burgomasters and Schepens of the City afores<sup>d</sup>,

Joannes Nevius, Sec<sup>r</sup>

Done, Amsterdam in N. Netherland, the 19 Sept<sup>r</sup> 1658.

Right Hon<sup>ble</sup> Wise, Prudent Lords and Patroons.

Pursuant to our last letter dated 19<sup>th</sup> of this month Septemb<sup>r</sup> 1658 communicated to your Lordships, this too is for the advantage of the country and its inhabitants.

First, as the tax on the tobacco especially of N. Netherland is very heavy and cannot be borne particularly at this conjuncture, the rather as the traders and merchants for their relief and redress, or the better to express it, that they may not feel it so severely, sell their wares and merchandize the dearer, in consequence of the great loss they experience on the tobacco both by the importation thereof and the rebate of the places in *Patria* when the tobacco is sold, all which the poor Commonalty of this Province and place alone bears, as they must purchase the goods so dear that it is a scandal.

To prevent this we request your L'dsh'ps to be pleased to grant us some facility in the impost on tobacco, especially that of N. Netherland; also that the weight of the scales here may be charged 6 per cent, as the English, who import the greatest quantity of tobacco here to this place, will admit of no discount nor can be persuaded to it. The loss on the weight in *Patria*, which the tobacco merchants suffer in consequence should not be so great and the Commonalty purchase at a lower rate the goods from the merchants and traders.

Secondly, as the money and daily currency in this Province, and especially in this City of Amsterdam, consists of seawant, in which great deception occurs and great quantities of which are brought hither from the neighbouring places, so that it is of no value any more, and no business can be done with it with the merchants, traders, shopkeepers, bakers, brewers and other such like, or any thing with difficulty be bought for it, unless goods be paid for @ three to four hundred per cent, and then get bad wares. We, therefore request your Hon<sup>rs</sup> in a friendly manner, that you would be pleased to send to the Director General, if your Hon<sup>rs</sup> think proper, silver coin of an unusual stamp or mint, and having received that, better order can be introduced then by the General and Council in the Seawant and beavers; in which we confide to their Honors wise discretion.

Thirdly, we shall again trouble your Honors and request you may be pleased to send us three new standards with their appurtenances, as

the General intends to divide the two Burgher Companies into three, and according to the specification hereunto annexed, wherein some necessities are further requested for the use of this City; requesting a note in answer hereunto and to the foregoing documents, according to which we shall regulate ourselves.

Right Honble Lords; this is what we propose to and request of your Honors, not doubting your Honors good disposition towards the country and cities of this Province. We shall await your Hon<sup>r</sup> favorable disposition as to what is herein requested for the advantage of your Honors Subjects and Commonalty.

May God the Lord protect your Honors in long continued health and prosperous government, and we remain your Honors' faithful subjects

The Burgomasters and Schepens of the City  
of Amsterdam in N. Netherland.

Done in our Court holden in the City Hall [date destroyed] in Amsterdam in N. Netherland.

Tuesday, 24 Sept: 1658: In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen vander Grift, Olof Stevensen Cortlandt, Joannes de Peister, Pieter Wolferzen van Couwenhoven, Cornelis Steenwyck, Isaacq de Foreest.

Capt Beaulieu appears in Court, and an obligation is shewn him of fl. 700. passed to Jan Perier, and he is asked, if that be his own signature? Answers, Yes; and declares he is indebted so much to Jan Perier.

Capt<sup>r</sup> Rooslyn appears in Court requesting both verbally and in writing by petition, that Capt Beaulieu with his barber [surgeon], Jan Martyn, M<sup>r</sup> Pieter, and M<sup>r</sup> Jacob, the barber be asked, if they did not hear out of Jan Perier's mouth before his departure for Canada, that he acknowledged still to be indebted to Captain Rooslyn? Who being so asked declare as follows:—First, Capt. Beaulieu declares, that he was with them at midnight, when they were settling together and neither of them signed, and further does not know, what difference is between them, and that he must make it appear by the a/c. Beaulieu, the barber of the frigate, declares, that he heard between Easter and Whitsuntide last past, when they were speaking of a/cs, that Jan Perier said, tho' Capt Rooslyn spends his money with me yet six months longer, I shall still be

indebted to him. Jan Martyn declares, that he heard Jan Perier say, when Capt Rooslyn said to him, you are going away now, let us settle; make up your a/c, I shall also make out mine. M<sup>r</sup> Pieter corresponds with the above witnesses. M<sup>r</sup> Jacob the barber absent. Whereas Capt Beaulieu admits according to obligation, signed with his own hand, being indebted fl. 700 to Jan Perier, the Court orders, that the aforesaid monies shall be deposited in the hands of the Court, and further orders Aefie Leenders, wife of Jan Perier, also to deposit the box with the tortoise shell and the beaver coat in the hands of the Court.

Tomas Verdon, pltf. v/s Hendrick Smith, deft. Deft. in default.

Mighiel Jansen requests by petition, that the a/cs between him and Jacob Eldersen may be taken up by competent arbitrators and to agree with each other; otherwise, to report their award of the case to the Court. Is apostilled thereon—The a/cs between the petitioner and Jacob Eldersen are referred to Hendrick Janzen vander Vin and Abraham de la Noy, to take up the same and to reconcile parties if possible; otherwise to report their award and difference to the Court.

Nelis Matthysen requests by petition, that the a/c between him and Cornelis Jansen, woodsawyer, may be taken up by arbitrators conversant therewith, to reconcile parties if possible, otherwise to report to the Court their award and difference.

The a/cs between the petitioner and Cornelis Jansen, woodsawyer, are referred to Joannes Withart and Isaacq Grevera to take up the same, and to reconcile parties if possible; otherwise to report their award and difference to the Court.

Aafie Leendersen, wife of Jan Perie requests by petition, as Capt. Beaulieu is indebted to her husband Jan Perier in the sum of fl. 700. and Capt. Rooslyn has attached said monies for a claim which he, Rooslyn, says he has against her husband, that the aforesaid monies may be deposited in the hands of the Court until the time her husband shall return,\* who shall then be able to defend the cause at law against said Rooslyn. Apostille:—The Court orders Capt. Augustyn Beaulieu, as he admits to be indebted to Jan Perier fl. 700 according to obligation dated primo July 1658 signed with his own hand, to deposit the aforesaid money with the Court.

\* He never returned. He and his vessel were wrecked on the Island of Anticosti.

Capt Rooslyn requests by petition sequestration of the fl. 700 in hands of the Court, which Capt Beaulieu owes Jan Perier as well as sequestration of the chest with the tortoise shell and a beaver coat in the hands of the Court. Apostille: Whereas Capt Beaulieu admits to owe Jan Perier fl. 700. according to obligation dated primo July 1658, signed by his own hand, the Court orders him to deposit the aforesaid monies in the hands of the Court; also Aefie Leendersen, wife of Jan Perier, is ordered to deposit the chest with the tortoise shell and beaver coat in the hands of the Court.

Conditions and terms on which the Schout, Burgomasters and Treasurer of this City Amsterdam in N. Netherland propose with the approbation of the Hon<sup>ble</sup> Director General and Council to let to the highest bidder the Excise on the Slaughter of all Cattle, whether salt meat in barrels or fresh brought to market for consumption within the jurisdiction of this City of Amsterdam, whether by Officers or common Burghers, the Company's Magazine and the Hospital excepted.

Whoever remains Farmer of the said Excise shall receive for Excise of all animals, whether oxen, cows, calves, sheep, goats, hogs or such like, one stiver in the guilder payable according to the rule of the general Treasury either on the cost or just value of the same, slaughtered within this jurisdiction.

Item, the Farmer shall receive from all salted meat and pork brought in here from abroad and consumed in this City either in barrels or not, in like manner one stiver in the guilder according to the just value or cost as above. The Excise shall commence and be received by the Farmer on the 26<sup>th</sup> Septemb<sup>r</sup> next 1658 and terminate on the 26<sup>th</sup> Septemb<sup>r</sup> 1659, but he cannot receive or compound but to that date inclusive.

The Farmer shall pay precisely every quarter of a year to the Treasurer of this City a just fourth part of the promised rent, which shall be done in good pay according to the rate of the general Treasury.

The Farmer shall be bound to give two sufficient securities for the promised rent-money.

It is set up by Wernaar Wessels @.....	fl. 300.
Raised by Tybout Ryversen to.....	350.
Gerrit Hendricksen to.....	600.
Tybout Ryversen to.....	650.

Wernaer Wessels to.....	fl. 660.
Gerrit Hendricksen to.....	700.
Wernaar Wessels to.....	800
Gerrit Hendricksen to.....	850.
Wernaar Wessels to.....	900.
Gerrit Hendricksen to.....	910.
Wernaar Wessels to.....	920.
Gerrit Hendricksen to.....	930.
Wernaar Wessels to .....	970.
Gerrit Hendricksen to.....	1000
Wernaar Wessels to .....	1010.
Gerrit Hendricksen to.....	1020
Wernaar Wessels to.....	1030.
Gerrit Hendricksen to.....	1040.
Wernaar Wessels to .....	1050.
Gerrit Hendricksen to.....	1060.
Wernaar Wessels to.....	1070.
Gerrit Hendricksen to.....	1080
Wernaar Wessels to .....	1100

A piece of eight is stuck up and drawn at the highest bid by Gerrit Hendricksen at..... 1110.

¶ beavers are stuck up and again withdrawn and licence offered at fl. 500. additional. Gerrit Hendricksen remains farmer @..... 1138.

And Jacob van Couwenhoven and Simon Hermesen Cort, both Burghers of this City, enter themselves as security under due renunciation for the payment of the above named sum, under bond of their persons and goods moveable and immoveable, none excepted, subject to all Courts and Judges. In Witness of the truth, the bail and Farmer have signed these in the Minutes, This 28<sup>th</sup> Septemb<sup>r</sup> 1658. in Amsterdam in N: Netherland.

Friday, 27<sup>th</sup> Sept<sup>r</sup> 1658: In the City Hall. Present the Heeren Nicasius de Sille, Paulus Leendersen vander Grift, Olof Stevensen Cortlant, Joannes de Peister, Pieter Wolfersen van Couwenhoven, Isaac de Forest.

Claas Bordigh and Pieter Jacobsen Marius appear in Court exhibiting the a/c made of the estate left by Anna Cornelisen dec<sup>d</sup> by arbitrators thereunto appointed by the Court, wherein it is found, that Lauwerens Jansen has rec<sup>d</sup> fl. 600. in beavers from the estate, as well in debts as in goods, and they further declare, that a certain person, a ship carpenter, stands without, who has procuration to collect from Lauwerens Jansen over fl. 600. in Holland currency.

Pieter Cornelisen Bos of Purmerlant, ship carpenter appears in Court exhibiting certain writing of procuration under signature, and not notarial, of Philip Schoerlemaar, dated 24 April 1658, in virtue of which he demands from Lauwerens Jansen the sum of fl. 650. Holland Currency, which the aforesaid Lauwerens Jansen rec<sup>d</sup> on bottomry from the abovenamed Philip Schoerlemaar. Lauwerens Jansen appears in Court; admits that he the fl. 650 rec<sup>d</sup> on bottomry, and says the curators shall regulate the estate, from which the fl. 650 may be paid. The Court decree, as Lauwerens Jansen has rec<sup>d</sup> fl. 600 from the estate in beavers, that he shall bring and pay to the curators the fl. 600 in beavers, and collect with the curators the remaining debts, from which the abovenamed Pieter Cornelisen Bos may be paid.

The Schout Nicasius de Sille produces in Court his demand against Hermen Barendsen of Amsterdam, which being read to him, he is asked if he have any thing to object to it? Answers, and begs for nothing else than Mercy! Mercy! It is decreed by plurality of votes, that the abovenamed Hermen Barendsen of Amsterdam shall be whipped in a closed room, banished the land, and his goods sold to realise the costs therefrom.

M<sup>r</sup> Paulus vande Beck enters himself as bail for his son for the judgment of the Court in the claim, which Mighiel Paulusen has against him.

JUDGMENT.

The Court having seen the demand, papers documents and proofs produced by the Schout Nicasius de Sille for and regarding certain theft committed by Hermen Barendsen of Amsterdam who on examination without torture or bonds admitted having stolen three half beavers, two new linen sheets, one pair of linen pillow cases, which crimes ought not to be tolerated in any country where justice is usually administered, but be publicly punished as an example to others, Therefore the Court condemns the abovenamed Hermen Barendsen through special consideration,

though such a person deserves severer punishment, that he for his committed theft, shall be punished with the rod in a room and banished out the City's jurisdiction and further in the costs and mises of justice. Thus done and adjudged in the City Hall in the Court of the Burgomasters and Schepens of the City of Amsterdam in N. Netherland, the 28<sup>th</sup> Septemb<sup>r</sup> 1658. Was Under Signed,

P. L. van de Grift,

Olof Stevensen,

Joannes de Peister,

Isaack de Foreest,

Under Stood,

Joannes Nevius, Sec<sup>r</sup>

Tuesday 19<sup>th</sup> August 1659.\* In the City Hall. Present the Heeren Nicasius de Sille, Olof Stevensen Cortlandt, Marten Cregier, Pieter Wolferzen van Couwenhoven, Joannes Pieterzen Brugh, Hendrick Janzen van der Vin, Jacob Kip.

The Schout Nicasius de Sille, pltf. v/s Hendrick Janzen Sluyter and wife, defts. The pltf. demands from defts. a fine, for that deft. and his wife had been fighting about fourteen days ago with Pieter de Noorman's wife and asks, that defts. shall in addition pay the damage they have caused by the fight and that deft's wife shall be imprisoned, for having, in presence of a respectable company, who were with their wives, hoisted her petticoats up to her back, and shewed them her arse; being an offence not to be tolerated in a well ordered province. The deft. answers he drew his wife away from the others and did not strike. Deft's wife says, she drew her petticoats up at her husband and not at the people. Hendrick Jansen Sluyter requests, that his wife be excused this time from imprisonment, offering the fine and says he will send her to Holland. The Court order deft. Hendrick Jansen Sluyter according to his promise to send his wife away to Holland and pay pursuant to his offer the fine to the Schout, and in addition the damage done by fighting, in default of which other provision shall be made therein.

The Schout Nicasius de Sille, pltf. v/s Pieter Kock and Paulus the Drummer, defts. Defts. in default.

\* The Minutes since September 27, 1658, are missing in the original Dutch records.—  
B. F.

Burgomaster Olof Stevenzen Cortlandt and Nicolaas de Meyer, pltf's.  
v/s Jacob van Couwenhoven, deft. Deft. in default.

Allard Anthony, pltf. v/s Pieter Cornelissen van der Veen, deft. Deft. appears after being called three times, when the pltf. had 'gone away. Allard Anthony appearing in Court requests, that the wines attached by him on the 8<sup>th</sup> July last belonging to Anthony More may be sold by the Bailiff for the benefit of those, who have legal right thereto. The Court grants the request and the monies proceeding therefrom shall come in consignment to this City for the profit of the interested.

Allard Anthony appearing in Court states, that in his absence in Holland, Gelein Verplanck had sold some of his goods for his a/c to Jan van Hoosen, and as it is the aforesaid Gelein's intention to depart for Holland by the next ships, he has requested him to speak, before his departure for payment to those debtors, made by him during his absence, who spoke to the aforesaid Jan van Hoosen about payment of the balance he owed, amounting to five beavers, who denied the debt and wrote the same to him: [he states] at the same time, that Jan van Hoosen has lying in the hands of Hendrick vander Wal nine beavers, which by virtue of the aforesaid, he ordered to be attached, requesting that the attachment be declared valid. The Court declares the arrest valid.

Hendrick van Dyck, pltf. v/s Gerrit Hendrickzen, deft. Pltf. demands from deft. payment of fl. 110, which Teunis Cray owes him, which he, deft., accepted to pay as his own debt, according to written acte thereof shewn to the Court. Deft. denies it not. The Court order deft. to pay the pltf. the fl. 110: according to acte thereof, holding his guarantee on Teunis Cray.

The Schout Nicasius de Sille requests, that the Bailiff be authorized to put in execution the judgment against David Wessels and Joghim Beekman. The Court order the Bailiff to execute these.

Simon Turck, pltf. v/s Wolfert Webber, deft. Deft. in default.

Paulus Heimans, arrestant and pltf. v/s Cornelis [Pluyvier ?] arrested and deft. Pltf. demands from deft. fl. 306: 8. according to sequestration by this Court dated 24 June, last. Deft. says he must first earn it. Pltf. replies, that he had spent what he earned. The Court persists in its previous judgment and orders deft. to pay the pltf. promptly.

Simon Turck, pltf. v/s Dirck van Schelluyne as att'y of Albert An-

driessen, deft. Deft. in default. Symon Turck produces in Court in writing his demand against Albert Andriessen concluding, that the attachment on the two cows grazing with Wolfert Webber shall stand good and have its full effect, until the said Albert Andriessen shall have paid him his arrears to the amount of fl. 2. sent to him by Joris Jans Rapalje A° 1649 the 3 Sept<sup>r</sup> in the absence of Pieter Cornelissen, millwright dec<sup>d</sup>, not accounted for nor made good by him. The attachment on the cows is declared valid by the Court.

Seletje Ares, pltf. v/s Arent Campen, deft. Defts. 2<sup>nd</sup> default. According to resolution heretofore adopted, pltf. was ordered to cause her husband to appear.

Seletje Ares, arrestant and pltf. v/s Arent Croeger, arrested and deft. Deft. in default. The arrest was declared valid by the Worshipful Court.

Augustyn Heermans, pltf. v/s Jan Andriessen de Graaf and his partner, defts. Pltf. says, he summoned the deft. to hear the reasons, which he has for having attached the brick, being that they remain in default of fulfilling the agreement made together; demanding the rent. Defts. offer to pay the rent for the first year. Pltf. says, he is satisfied with that, but that they must enter bail for the rent of the two other years. The Court having heard parties decide, that the contract shall have its full effect; but since it appears, that the lessees have not cut all the wood and have arranged the plank for the covering and made other preparations at vast expense for brickmaking and in consequence of the unfitness of the place have been obliged to begin, in the spring, to draw the clay for brickmaking to another spot, in order not to be frustrated at once in their work and intention, they shall be allowed to haul the wood cut there and at present necessary for their brick kiln to the place, where they can use it for brickmaking, on condition of paying the promised rent.

Anneke van Ruttenbeeck, pltf. v/s Tryntje van Haarlem, deft. Pltf. says, that deft. has asserted, that she sat in the House of Correction; demands reparation of character and that she shall prove it. Deft. says, she heard it from the mouth of Merritje Loockermans, that she, the pltf. had not well conducted herself at Amsterdam, but does not know, who had informed her, that she the pltf. had sat in the "Spinning-house."

Pltf. replying says, that deft. shall state at the next Court day, from whose mouth she has heard that she has sat in the House of Correction or that she shall be considered the person. The Court order the deft. to state at the next Court day to the Bench, from whom she had heard, that the pltf. had been in the House of Correction.

Bartholdus Maan, pltf. v/s David Wessels, deft. Pltf. demands from deft. a piece of linen, which he took from his house, where it was laid as a cloth and gave the same to a schipper voyaging to the North and became security for the payment. Deft. answers, that the pltf. offered him the linen, demanding fl. 6. per ell and that he would not accept it, but told him, that if he would send it to the North, if the skipper sold it, he could bring back a return in butter, pork and meat and if not that he should give him back the linen, and that he thereupon gave it, but denies that he had remained bail for the payment, or that he was asked to be so. Pltf. offers to confirm by oath and to swear to his book, that the deft. had become security for the linen. The Court order the deft. to prove at the next Court day, that he had not sent the piece of linen to the North on his own a/c, nor remain<sup>d</sup> bail for it.

Isaacq Boda, pltf. v/s Pieter Jansen, mason, deft. Deft. in default.

Isaacq Boda, pltf. v/s the wife of Pieter Janzen Steenhaler, deft. Pltf. demands from deft. seven guilders. Deft. says, she cannot pay before her husband returns home, but undertakes to pay him before he leaves. The Court order deft. to pay pltf.

Isaacq Boda, pltf. v/s Mesaack the mason, deft. Deft. in default.

Willem Pietersen, pltf. v/s Paulus Schrick, deft. Deft. in default.

Caspar Steimits, pltf. v/s Rutgert Janzen, deft. Deft. in default.

Gabriel de Haas, arrestant and pltf. v/s Tomas Janzen, arrested and deft. Pltf. demands from deft. nine beavers. Deft. says he does not owe more, than eighty guilders in Zeawant. Pltf. replies and says, that deft. told him divers times and recently, that he would bring beavers, which deft. does not deny. The Court order deft. to pay the pltf. The arrest remains meanwhile valid, until the pltf. is satisfied.

Gabriel de Haas, pltf. v/s Pieter Janzen Nienghs, deft. Pltf. demands from deft. thirty eight and a half beavers according to obligation exhibited in Court. Deft. acknowledges the debt; requests eight days time to answer, and that pltf. shall then shew a note from the Weigh-

master how much the tobacco weighed. The Court order deft. to pay pltf. within twice twenty four hours, as the debt is fair according to obligation.

Cornelis Gerlofs, pltf. v/s Willem Doeckles, deft. Deft. in default.

Cornelis Gerlofs, pltf. v/s Arent Campen, deft. Deft. in default.

Cornelis Gerlofs, pltf. v/s Reinier Gauckes, deft. Deft. in default.

Cornelis Barenzen, pltf. v/s Tomas Swartwout, deft. Pltf. demands from deft. for payment of a lot the sum of fl. 250. in seawant. Deft. requests six weeks delay. The Court order deft. to pay the pltf. within eight days time without delay.

Jan Willemzen van Iselstein, pltf. v/s Jan Teunisen, deft. Pltf. demands from deft. fl. 1000 in sewant according to obligation. Deft. acknowledges the debt and requests a month or six weeks delay. The Court order the deft. to pay the pltf. within the time of one month.

Jacob Janzen Staats, skipper of the ship the *Moesman*, appears in Court and says, that he brought from Holland for one Cornelis de Jager 22 hhds. of French wine, for payment of freight of which amounting, according to his estimation, to about 22 beavers, as a pledge is holden one barrel of brandy lying in the Company's store, requesting as he has not rec<sup>d</sup> any freight from the abovenamed de Jager for the aforesaid wine, that he may sell the barrel of brandy to come by his freight. Resolved in Court to let him affix some notices for the sale of the brandy by the Bailiff.

David Wessels appears in Court, says he has taken an inventory of the goods of David Dele and requests to know, what he shall do therein, whether he shall sell the goods or let them lie; or whether the Magistrates will let them be sold.

Raghiel van Tienhoven appears in Court, requests by petition that Abraham Verplanck and Augustyn Heermans shall be directed by the Court first to exchange the inventory and next the papers which will be produced by parties on both sides, in order that, such being done, parties may deliver into the Court their respective documents by due inventory on the next Court day, under such penalty as to the Court may seem meet. On the written petition of Raghiel van Tienhoven, Abraham Verplanck, Augustyn Heermans and parties are ordered to exchange on both sides their papers used in the suit and to produce their deduction, vouchers, documents and intendit on the next Court day.

Tuesday, 26. Aug: 1659. In the City Hall. Present the Heeren Nicasius de Sille, Olof Stevenzen Cortlandt, Marten Cregier, Pieter Wolferzen van Couwenhoven, Joannes Pieterzen van Brugh, Hendrick Janzen van der Veen, Jacob Kip.

Salomon La Chair, pltf. v/s Jan Gillis the younger, deft. Pltf. in default. The Schout Nicasius de Sille requests, as deft. has a cellar in the rear of Wernaer Wessels house, that he, deft., be asked on interrogatories, how much wines and what for he sold the wines he had in the abovementioned cellar, to whom, and where. Deft. answers six hhds, he entered of Fredreck Gysbersen's, one remnant of Wormwood wine of Paulus Schrick's and in his absence ordered Wernaer Wessels to enter still seven hhds for schipper Jacob Jansen Staats.

Allard Anthony, pltf. v/s Pieter Cornelissen van der Veen, deft. Pltf. demands from deft. a/c, proof and reliqua of the goods left in his hands, going to Holland, requesting that Commissaries be appointed by the Court to see after it. Deft. requests copy. The Court granted deft. copy of the demand to answer in writing thereunto at the next Court day.

Govert Loockermans, pltf. v/s Barent Cruytdop, deft. Deft. in default.

Isaack Grevera, pltf. v/s Willem Traphage, deft. Pltf. demands from deft. 7½ beavers for half a years rent or seawant at fl. 12 per beaver, according to agreement and obligation exhibited to Court. Deft. says, the pltf. promised to make repairs and thereupon signed the obligation. Pltf. denies it. The Court order deft. to pay the pltf. and if he have any claim against the deft. he may then institute his action.

Bartholdus Maan, pltf. v/s David Wessels, deft. Deft. answering in writing says, that the pltf. cannot legally confirm his own case by oath until the Court has deferred to him, and denies having sent away the linen on his own a/c, or to have remained bail. Pltf. is asked, if the linen sold at fl. 7., whose would the profit have been? Answers, the defts, who thereupon answers, never had spoken about it. Pltf. exhibits the book, where he proves it was entered for defts. a/c. @ fl. 6. the ell; the piece 50 ells long. Whereupon he is asked if he has entered it in the blotter on the same day and date? Answers one or three later, and offers to bring the blotter, which being allowed, returning says, the blotter is all torn in pieces. The Court order copy of the answer to be furnished to

pltf. to reply thereunto at the next Court day, refusing his offer of the Oath.

Paulus Schrick, pltf. v/s Schipper Barent Joghimzen, deft. Pltf. requests in writing, that deft. shall be condemned to make good to him the damage and interest suffered in his goods, by the departure and conveying him with the same to the Islands, which he was bound to discharge there. Deft. exhibits in writing declaration of his ships officers and the late Supra Cargo on board his ship, that he was constrained by contrary winds and storms and other untoward circumstances to touch at the Islands. The Court refer the matter to Joannes de Peister and Adriaen Blommaert, to decide parties case in the presence of Schepen Pieter Wolferzen van Couwenhoven, and to reconcile them if possible, if not to report to the Court.

Jacob Janzen Moesman, pltf. v/s Symon Hermzen Cort, deft. Deft. in default.

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

Willem Pieterzen, pltf. v/s Paulus Schrick, deft. Pltf. demands from deft. fl. 170 according to obligation for his brother in law Guiliam Verlett dec<sup>d</sup>\* and signed by him, whereas he took possession of his brother in law's goods. Deft. says, he took no more than his own, producing certain obligation, and following that a conveyance by said Verlett to take some plank in payment of the debt, desisting from the same in his favour. The Court dismiss the pltf's suit, as it appears, that the aforementioned Guiliam Verlett dec<sup>d</sup> had, during his life time, conveyed to the pltf. [*sic*] the plank in payment of the debt due him.

Willem Pieterzen, arrestant and pltf. v/s Symon Clazen Turck, arrested and deft. Pltf. demands from deft. compensation for plank, bought from him and then sold to others, some of which had been picked out; demands further from the deft. payment according to obligation exhibited to Court. Deft. answers verbally, that the pltf. ought to select the plank on the receipt; and in writing that he had paid pltf. by assignment on the Kerkmasters of this City, which assignment was accepted by the pltf. Schepen Hendrick Jansen van der Vin rising up answers, as well for himself in quality as Churchwarden and for his *Confrater* Pieter

\* Schrick married Maria Verlet, sister of Guiliam V.

Tonneman, that the assignment was accepted by them on condition, that Willem Pietersen should have some patience for the payment until the money was in the chest. The Court order the deft. to pay the pltf. according to obligation and the matter in question relative to the plank is referred to Frans Jansen van Hooghten and Adolf Pietersen to examine the plank if merchantable or not; to reconcile parties if possible, if not, to report to the Court.

Eghbert van Borssum, arrestant and pltf. v/s Lauwerens Jacobzen, arrested and deft. Deft. in default.

Paulus Schrick, pltf. v/s Arnout Verel,\* deft. Pltf. demands from deft. declaration of the truth, whether the skipper had not transacted some business at the Islands for his own particular interest. Deft. produces the log of the whole voyage, as to what occurred on the passage and at the islands. The Court refer the matter to Paulus Leendersen van der Grift and Joannes de Peister to decide the same.

Isaack Boda, pltf. v/s Pieter Janzen, mason, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. fl. 130. in seawant and four beavers. The Court order the deft. to deposit the monies within twice twenty four hours with the Secretary of this City.

Isaack Boda, pltf. v/s Frerick Hendrickzen, deft. Deft. in default.

Isaack Boda, pltf. v/s Mesaack the mason, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. 5 guilders. The Court order deft. to deposit the monies within twice twenty four hours with the Secretary of this City.

Marritjen Ariaanzen, pltf. v/s Wernaar Wesselzen, hatter, deft. Both in default.

Cornelis Gerlofs, pltf. v/s Renier Gaukes, deft. Pltf. demands from deft. twenty four guilders. Deft. demands a/c. The Court order pltf. to furnish deft. the a/c.

Roelof Swartwout, pltf. v/s Lysbet Tysen, deft. Pltf. says that the deft. has an obligation against Anthony de Hooges, his predecessor,† saying the same is paid which being shewn in Court, looked over and examined, was found to have been paid according to receipt signed by the deft.

Geertje Hendricks, pltf. and arrestant, v/s Hans Carelse, arrested

\* Quere: Viele?

† Swartwout married De Hooges' widow. De Hooges had been Secretary of Rensselaerswyck.

and deft. Pltf. demands from deft. a balance of twelve beavers and fl. 18. in zeawant, requesting, that the arrest be declared valid, until deft. pay her. Deft. says, he paid the pltf. more, than belongs to her, as the other half concerns Jacob Coppe dec<sup>d</sup>. Pltf. produces a contract with an obligation included therein between her dec<sup>d</sup>. husband and Jacob Coppe dec<sup>d</sup> on the one part and the deft. on the other. Deft. is asked if he do not owe it? Answers, Yes, but has it not at present. The Court declares the arrest valid until deft. has paid the pltf.

Burgomast<sup>r</sup> Olof Stevenzen Cortlandt and Nicolaes de Meyer, pltf<sup>s</sup>. v/s Jacob van Couwenhoven, deft. Defts. 2<sup>nd</sup> default. Pltf<sup>s</sup>. demand from deft. fl. 865: 16: 8 on a mortgage and request, that the mortgage be foreclosed in default of payment. The Court order the deft. to deposit the money within three times twenty four hours, with the Sec<sup>r</sup> of this City, in default thereof, mortgage is foreclosed.

Reinier Pieterzen, pltf. v/s Nicolaas Velthuyzen, deft. Pltf. demands from deft. twenty four beavers for two hogsheads of wine. Deft. acknowledges the debt and will pay. The Court order the deft. to pay the pltf.

Skipper Barent Joghimzen, pltf. v/s Cornelis Janzen Clopper, deft. Pltf. demands from deft. fl. 100 in beavers for freight. Deft. answers in writing claiming compensation for the damage and interest, which he suffered by the pltf. going with his goods to the Islands. The Court refer the matter in question to Paulus Leenderzen vander Grift and Joannes de Peister to decide parties dispute, and reconcile them if possible, if not to report to the Court.

Cornelis Janzen Clopper and Marten Janzen Meyer, his servant, appear in Court, and Cornelis Janzen Clopper exhibits a contract made by his agent in Holland with Marten Jansen abovenamed, to serve him here, saying he is unwilling to serve and does not abide by the contract. Marten Janzen answers, that he agreed with the agent of Corn. Jansen to receive his earned wages in silver money and that his master will pay him in Zeawant. The Court having seen the contract, order parties on both sides to observe and fulfill it and Marten Jansen shall according to contract receive the payment of his hire half beavers and half seawant, the beaver at eight guilders and the seawant 8 white or 4 black beads for one stiver.

Wernaer Wessels and Reinier Pieterzen appear in Court, Reinier Pieterzen demanding from Wernaer Wessels ninety four beavers for wine. Wernaer Wessels answers, he bought the wine for Jan Gillis the younger from his father Jacob Janzen Staats, and says that his father said My son remains the winter; and offers to pay in winter, or if he will have security, he will give bail; saying further that one part is paid by Jan Gillis. The Court order Wernaer Wessels to pay Reinier Pieterzen, as he acknowledges to have bought the wine.

Cornelis Barenzen appearing in Court complains, that he cannot get any money from Tomas Swartwout, exhibiting the return of the Court Messenger on the notice served on him. Is ordered to notify him again.

Nicolaes Verlett requests by petition restitution of the money, which the brick makers received in bad faith from his brother Guiliam Verlett. The Court order copy to be furnished to party to answer thereunto at the next Court day.

Dirck van Schelluyne in quality as att'y for Albert Andriessen Noorman, answers the demand of Symon Clasen Turck. The Court order copy to be furnished to party to answer thereunto at the next Court day.

Tuesday, the 2<sup>nd</sup> Septemb<sup>r</sup> 1659. In the City Hall. Present the Heeren Nicasius de Sille, Oloff Stevenzen Cortlandt, Marten Cregier, Pieter Wolferzen Van Couwenhoven, Joannes Pieterzen van Brugh, Hendrick Janzen vander Vin, Jacob Kip.

Govert Loockermans, pltf. v/s Barent Cruiddop, deft. Pltf. in default.

Walewyn van der Veen, pltf. v/s Paulus Leenderzen Van der Grift and Nicolaas Verlett, defts. Deft. Nicolaas Verlett in default. Pltf. demands by virtue of substitution from Isaack de Sterre, whereas the attachment issued by him against the goods of Matthys van der Heiden is declared valid and defts by virtue of appointment from the Hon<sup>ble</sup> Director General and Council have the administration thereof, that they, defts., shall give him specification of the goods and sequestration of the monies. Defts. request copy of the demand. The Court order copy of the demand to be furnished to party, to answer thereunto at the next Court day.

Tryntje Beeckman, arrestant and pltf. v/s Symon Joosten, arrested and deft. Pltf. in default.

Jacob Janzen Moesman, pltf. v/s Symon Hermzen Cort, deft. Pltf. demands from deft. fl. 174. 6. in seawant for goods sold to him and monies disbursed. Deft. admits the debt, produces an offset a/c for the sum of fl. 14 : 7. The W: Court order deft. to pay the pltf. whatever balance he fairly owes him.

Raghel van Tienhoven, pltf. v/s Cornelis Aarsen, deft. Pltf. demands from deft. according to obligation the sum of fl. 401. saying thereon is paid fl. 99. 4., two skepels winter wheat, one skepel of white and one skepel of gray pease. Deft. say he has offered an ox, to which the pltf. answers, she does not know what to do with it. The Court refer the matter in question to Jacobus Vis and Isaacq Grevera to reconcile parties, otherwise to report to the Court.

Salomon La Chair, pltf. v/s Jan Gillis the younger, deft. Pltf. demands in writing, that deft. shall be heard on interrogatories handed in by him and the answers confirmed on oath. The deft. says he is not obliged to swear to his own goods. Pltf. produces a declaration of Willem Doeckles and Jan Jurriaanzen. Jan Gillisen declares, he entered thirty hhds of French wine, among which the remnant of Wormwood wine of Paulus Schrick is included and that the hhds were not full, and some of them were sold by him and some by Jan de Cooper, who with Weernaar Wessels had power to sell in his absence. Solomon La Chair requests, that deft. shall admit or deny whether the wine belonged to him or not.

Hendrick Willemsen, baker, pltf. v/s Jan Cornelisen Van Hoorn, deft. Pltf. demands from deft. a muff brought to him by his wife, to have it made smaller, which he spoiled; requests payment or that the muff be returned. Deft. says, his wife left the muff to be made smaller and narrower, that he did not cut it off, to wit in the length, but took it in. Plf. replies saying, that his wife said to him—Jan Cornelissen, we wish you not to make the muff smaller nor larger, but leave it as it is. Deft. denies it. The Court refer the matter in question to Jacob Strycker and Isaacq Kip to examine, whether the muff be spoiled, if not spoiled to estimate it: to reconcile parties if possible; otherwise to render a report to the Court.

Eghbert van Borssum, pltf. v/s Barent Cruytdop, deft. Pltf. produces in Court a lease made with deft., demanding a years rent from deft. Deft. says, he has sent some seawant to Fort Orange to trade for beaver,

but has received no beavers yet. The Court order deft. to pay pltf. according to contract.

Mattheus de Vos, arrestant and pltf. v/s Symon Clazen Turck, arrested and deft. Pltf. demands from deft. fl. 8. 8. for wages with the costs herein incurred and still to accrue. Deft. says that the pltf. cannot ask him any more than half a beaver. Pltf. demands, that deft. shall not leave before he hath paid him. The Court order deft. to pay the pltf. with costs herein incurred and to accrue, the arrest remaining meanwhile valid until payment.

Willem Lauwerens, pltf. v/s Lauwerens Cornelissen vander Wel, deft. Pltf. demands from deft. fl. 445: 9. payable according to arbitration fl. 224.9. in goods @ price current and fl. 221., Holland currency in beavers @ fl. 6. per beaver, or in good tobacco @ 4 stiv. the lb. in tubs, with costs. Deft. acknowledges the debt; says he has nothing and if pltf. can say, that he has paid anything to others, he shall pay him also; leaving that to the Magistrates. The Court order the deft. to pay the pltf.

Styntje Hermesen, pltf. v/s Jacob van Couwenhoven, deft. Defts 2<sup>d</sup> default. Pltf. demands from deft. fl. 28. 10. in seawant balance for half a years rent. The Court order deft. to deposit the money with the Secretary.

Cornelis Gerlofs, pltf. v/s Reinier Gaukes, deft. Both in default.

David de la Ferere, pltf. v/s Andries Jeremias Spyrringh, deft. Pltf. says he sold 164 pounds of tobacco to deft., who will not receive it. Deft. answers, he has not bought the tobacco, but says he tried to get some; if they can agree he will then receive it. The Court refer the matter to Isaacq. de Foreest and François de Bruyn to examine the question, to reconcile parties if possible; otherwise to deliver in their opinion to the Court.

Bartholdus Maan, pltf. v/s Nicolaas Velthuyzen, deft. Deft. in default.

Bartholdus Maan, deft. v/s Barent Cruytdop, deft. Pltf. demands from deft. payment of six hhds of wine @ fl. 44 per hhd. in beaver. Deft. admits the debt. Says he bought it for seawant and not for beavers. Pltf. says, deft. stated to him over a month ago, that he should pay him, if he did not come before the Judge—offering to confirm the same on

oath; also to prove it by two, who were by. Deft. says, nobody was by, and never intended to buy for beavers. Offering to confirm the same on oath. The Court order the pltf. to produce his book in Court at the next Court day.

Bartholdus Maan, pltf. v/s Aris Otte, deft. Deft. in default.

M<sup>r</sup> Balthus, pltf. v/s Mary Verplanck, deft. Pltf. demands from deft. 81. beavers less 1 guilders for merchandize. Deft. admits the debt; but says has no beavers; offers to return the goods. The Court order deft. to pay pltf.

Gabriel de Haas, pltf. v/s Pieter Janzen Nienghs, deft. Pltf. demands from deft. the costs in the suit had with him, according to a/c for the sum of fl. 10. 5. exhibited in Court. Deft. exhibits a declaration, that the pltf. stated, he should first want the costs paid, before he would deliver up the obligation. The W: Court order the deft. to pay pltf. costs.

Nicolaas Boots, pltf. v/s Gabriel de Haas, deft. Pltf. demands from deft. 26 beavers accepted to be paid as his own debt, according to obligation thereof. Deft. says if he is bound to pay it, the obligation mentions it. The Court order the deft. to pay the pltf.

Pieter Janzen Nienghs, pltf. v/s Gabriel de Haas, deft. Pltf. demands from deft. the obligation as the same is paid. Deft. offers to deliver up the obligation, when the costs are paid. The Court order pltf. to pay the costs when the deft. is directed to return the obligation.

Jan Gillis the younger, pltf. v/s Simon Hermzen Cort, deft. Deft. in default.

Solomon la Chair, pltf. v/s Jan Gillis the younger, deft. Pltf. says, that deft. abused him on the 27<sup>th</sup> August in the presence of Frerick Gysbertsen and Gerrit Decker for a rogue, a thief, a beast; and also said that the Burgomasters cannot find an honest man for a Farmer [of the Excise]. To which he answered, In what respect am I not an honest man? He replied, Thou art only a cuckold. The deft. denies it.

Salomon La Chair, pltf. v/s Frerick Gysbertsen and Gerrit Decker, defts. Gerrit Decker in default. Pltf. says, that defts. were present, when Jan Gillis the younger abused him as a rogue, thief and beast; also when he said I shall ask the Burgomasters if they cannot find an honest man for a Farmer. And I thereupon asking, In what do I fail of

being an honest man ? that Jan Gillis answered:—Thou art a cuckold. On all which Frerick Gysbertsen being examined, as to whether it is so, answers, he heard them scolding each other, but does not know, what was said, except that he heard, Rogue. Was further asked, whether Solomon La Chair scolded back ? Answers, does not know. Solomon La Chair appears in Court requests that the Heeren will please to commission two Schepens with the Schout to examine Gerrit Decker on the interrogatories proposed by him. The Court appoint the Schepens Pieter van Couwenhoven and Joannes van Brugh as commissaries: to hear Gerrit Decker on the interrogatories instituted by Salomon la Chair, in the presence of the Schout Nicasius de Sille.

Salomon la Chair, pltf. v/s Wernaer Wessels, deft. Deft. in default.

Symon Clazen Turck, pltf. v/s Mighiel Janzen, deft. Pltf. demands from deft. fl. 663. 8. Deft. says, that pltf. summoned him at Fort Orange and proceeds at present on the same; says, it does not concern him, but the Patroon, and that the Magistrate there dismissed him. Pltf. says in reply, that the Magistrate was not willing to admit him. The Court order the pltf. to prove, that the Magistracy at Fort Orange were not willing to admit him.

Andries Joghemenzen, pltf. v/s Arent Campen, deft. Both in default.

Cornelis Janzen Clopper, pltf. v/s Jan Hermzen, deft. Deft. in default.

Jacob vanden Bos, pltf. v/s Margriet Herms, deft. Pltf. demands from deft. fl. 19. Deft. says, the work is not yet done. Pltf. says, it comes to a point and that Lauwerens Andriesen will not have it now. The Court order Lauwerens Andries to judge, if Jacob van den Bos has earned his money or not.

Govert Loockermans, pltf. v/s Jan Cnoulits, deft. Pltf. demands from deft. as atty of Ritzert Smitt,\* fl. 208. 10. come too short in a parcel of seawant. Deft. answers, if there is anything to be paid, it must be paid. The Court defer the case, until the arrival of Ritzert Smitt.

Pieter Janzen Nienghs, pltf. v/s Wernaer Wessels, deft. Deft. in default.

Symon Janzen Romein, pltf. v/s Cornelis Willemzen, carpenter, deft. Deft. in default.

\* Of Nesaquaque, L. I.

Reindert Janzen Hoorn, pltf. v/s Schepen Hendrick Janzen van der Vin, deft. Pltf. demands from the deft. 15 beavers, paid for him. Deft. says, 't was paid in zeawant. Pltf. offers to prove 't was paid in beavers. The Court order pltf. to prove he paid in beavers for deft.

Jan van Leyden appears in Court stating, that four hogs are running thro' his land and commit great damage there; requests that the fencing and damage be valued, the hogs sold, to compensate for the damage. The Court order the Schout to take information of the matter.

Cornelis Barenzen appears in Court producing the return of the Court Messenger on the third notice to Tomas Swartwout to fulfill the judgment and requests the lot may be sold. Was thereupon ordered:—The Bailiff is ordered to execute these and to seize the lot and sell the same for the profit of the pltf.

Ordered by the Court, that Pieter Cock be notified in writing to produce by the next Court day with proper inventory his papers made use of in the suit against Solomon la Chair and the Schout Nicasius de Sille on pain of judgment being rendered on the papers of party.

Hendrick Hendrickzen Obe replies to the answer of the Curators of Jeems Cutt. The Court order copy to be furnished to party to rejoin thereto at the next Court day.

Pieter Cornelissen van der Veen answers to Allard Anthony's demand. The Court order copy to be furnished to party to reply thereto at the next Court day.

Jan Andriesen de Graaf *cum suis* answer to Nicolaas Verletts demand. The Court order copy to be furnished to party to reply thereunto at the next Court day.

Symon Clazen Turck replies to the answer of Dirck van Schelluyne, att'y of Albert Andriesen. The Court order copy to be furnished to party to rejoin thereunto at the next Court day.

Cornelis Steenwyck appears in Court, produces an a/c. according to the copy underneath, requesting payment thereof, and that something may now and again be paid thereon; and also an order on the Weigh-scales. Whereupon serves as a marginal note:—The petitioner shall be furnished with an Order, when occasion admits.

The Burgomasters and Schepens of this City

Drs.

To obligation signed by Burgomasters and Schepens 1653 the 22 <sup>nd</sup> Dec <sup>ber</sup> and again renewed <i>de novo</i> by Burgomasters and Schepens 24 Jan'y 1658, payable in 9 mo : in beavers. ....	fl. 935.
To 200 lbs spikes, pr Burgomaster Paulus Leendertsen @ 6 stiv per lb.....	60.
To 30 boards of wainscotting for the City Hall pr ditto.....	45.
To 132 plank, since my departure to Holland, pr Burgomast <sup>r</sup> P: L : vander Grist, @ 24 stiv.....	158.8
1659. 30 <sup>th</sup> August. To 151 plank for the New Bridge by Bur- gomaster Marten Creiger's order, @ 22 stiv.....	166.2

fl. 1364.10

Amsterdam, in N. Netherland, 1659. 1st. 7<sup>th</sup>

Was Signed

Cornelis Steenwyck.

Lower Stood,

Rt Worshipful, I request now payment hereof, and remain Your W's  
humble servant.

Was signed

Cornelis Steenwyck.

Tuesday, 9 Septemb<sup>r</sup> 1659. In the City Hall. Present the Heeren  
Nicasius de Sille, Olof Stevenzen Cortlant, Marten Cregier, Pieter W.  
van Couwenhoven, Joannes P. van Brugh, Hendrick Janzen van der Vin,  
Jacob Kip.

Schout de Sille states, that he had imprisoned heretofore one Symon  
Leen for and on a/c of being guilty of having broken his arrest; that he  
released him from confinement by reason of his sickness and his promise  
to pay him in six weeks, which has been without any result to this date;  
and whereas he has sold his land to Jan Pietersen van Holstein, wood-  
sawyer, he has attached the money, requesting that the same be declared  
valid. The Court declared the arrest valid.

Govert Loockermans, pltf. v/s Barent Cruytdop, deft. Pltf. demands  
from deft. fl. 185: 6 in beavers according to obligation exhibited in Court.  
Deft. acknowledges the debt; requests, as he has no beavers, that he may  
pay in other payment. The Court order deft. to pay the pltf. promptly,  
according to obligation as the same is due.

Govert Loockermans, pltf. v/s Ritzert Smitt, deft. Pltf. demands from deft. fl. 208: 10, according to a/c of Jan Lauwerens Appel, fallen short in seawan. Deft. exhibits in Court a power of attorney passed by Jan L. Appel to Isaacq Allerton Senior, and says, he has satisfied and paid the abovenamed Allerton for a/c of the aforesaid Jan Appel, as appears by the acquittance exhibited. The Court denies the pltf's demand, inasmuch as Ritzert Smitt exhibits power of attorney dated 1. March 1654, passed by Jan Lauwerens Appel to Isaacq Allerton abovenamed, and the receipt for the payment executed on the 11<sup>th</sup> April 1654 by the aforesaid Allerton, in said quality; ordering him to return the obligation to Ritzert Smitt, holding his claim against those he deems advisable: with costs.

Cornelis Janzen Clopper, pltf. v/s Jan Hermzen, deft. Defts. 2<sup>nd</sup> default. Pltf. says, deft. hired his house on condition of paying quarterly a just fourth part; therefore demands payment or that deft. shall vacate the house. The Court order pltf. to give a third summons.

Jan Gillis the younger, pltf. v/s Symon Hermzen Cort, deft. Defts. 2<sup>nd</sup> default. Pltf. demands from deft. fl. 84 in payment for a hhd of wine. The Court order deft. to deposit the monies with the Secretary within three days.

Joannes Nevius, pltf. v/s Evert Mareschal, deft. Deft. in default. Pltf. in quality as Vendu Master demands from deft. payment of 57 fl. for a package of fine black cloth according to a/c exhibited in Court, which must be paid before six weeks in beavers; and immediate execution. The Court order the Bailiff to execute these without delay.

Isaack Bedlo, pltf. v/s Salomon La Chair, deft. Pltf. demands from deft. ten beavers for half an *Aam* Spanish wine. Deft. acknowledges the debt, but says, he has no money; requests delay and offers the interest. The Court condemn the deft. to pay the pltf.

Salomon La Chair, pltf. v/s Wernaar Wessels, deft. Defts. 2<sup>d</sup> default. Pltf. says, he gauged in deft's house with the Schout, Secretary and Court Messenger, and found more wine than was entered; complaining that deft. broke in pieces the gauging rod, he took with him. The Schout as attorney of pltf. demands, that deft. shall be constrained to appear in person. The Court ordered the deft. to appear personally on the next Court day, on pain of imprisonment.

Symon Janzen, pltf. v/s Cornelis Willemzen, deft. Defts. 2<sup>d</sup> de-

fault. Pltf. demands from deft. three beavers for carpenters tools. The Court order deft. to deposit the money with the Secretary within four and twenty hours.

Joannes Van der Meulen, pltf. v/s Wernaer Wessels, deft. Deft. in default.

Bartholdus Maan, pltf. v/s Nicolaas Velthuyzen, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. 14 beavers for one hhd of wine. The Court order deft. to deposit the money with the Secretary of this City within four and twenty hours.

Cornelius Pluyvier, pltf. v/s Pelgrum Clocq, deft. Both in default.

Metje Wessels, pltf. v/s Lauwerens Cornelisen Van der Well, deft. Pltf. in default.

Saartje Pieters, pltf. v/s Jan Janzen van St. Obin, deft. Pltf. says, that she hired her boy to the deft. and that the boy has left him because the negro beat him; requests, that deft. shall take back the boy to serve out his time and in addition his lost days. Deft. answers, that the boy ran away from him, and that he sent the negro after him to get him to come back, but he refused saying, I have got tired; and that he must serve another year and has hired another in his stead. Pltf. is asked, how much he earned? Answers five or six and fifty guilders. The Schout as attorney of deft. demands that the boy shall return to his place, or otherwise be fined half his wages. The Court order the boy to return to his place and serve out his time according to agreement, the action of the Schout remaining meanwhile open.

Jacob van den Bos, pltf. v/s Jan Gerrisen, mason, deft. Pltf. says, he agreed with deft. for the breaking of the rocks for Burgomaster Marten Cregier's cellar, and that on halves, and that he, the deft., will not know him. Deft. denies it, saying that pltf. told him, he knew a place, where he could break three scows full of stone in a day, but promised to shew it to others. He, thereupon, said that does not matter. He said, I shall give you the half, and shewed him the place. Coming there, he found nothing, and only suffered great damage, expense and loss of time about it. The Court order the pltf. to prove his statement in writing, on pain of nonsuit.

Rogier Cock, pltf. v/s M<sup>r</sup> Presket, deft. Pltf. demands from deft. 32 English shillings for earned wages. Deft. says, he hired him for the

voyage hence to the Virginias and from the Virginias back here again. Pltf. denies it. Deft. undertakes to prove it by his crew. The Court order the pltf. to go to his place and serve out his contracted time, or in default not to draw a stiver pay.

M<sup>r</sup> Jacob Vuges, arrestant and pltf. v/s Hendrick, commonly called, Spaniard, arrested and deft. Deft. in default. Pltf. says, he gave deft. some medicaments, promising to pay for the same, and whereas he has not received any payment, requests the arrest be declared valid. The Court declare the arrest valid.

Gerrit Decker, pltf. v/s Salomon La Chair, deft. Pltf. demands from deft. forty guilders 8 stiv. in seawant [wampum]. Deft. acknowledges the debt, and says he cannot obtain so much from others. The Court order the deft. to pay the pltf.

Willem Pieterzen, pltf. v/s Simon Turck, deft. Pltf. again demands from deft. payment according to obligation dated 20<sup>th</sup> August, exhibited to the Court. Also compensation for plank bought from him and sold again on the same inspection, and not inspected merchantable. Deft. admits the debt, and says pltf. was satisfied with the assignment on the Churchwardens. Pltf. wants to know the time of payment. The Schout, as attorney of the pltf. demands imprisonment of the deft., until he has paid him, also the pltf. for having broken his arrest; producing two acts of arrest against him. The Court order the deft. to pay the Schout and the pltf. within the time of thrice four and twenty hours, on pain of imprisonment.

Symon Turck, pltf. v/s Mighiel Janzen, deft. Pltf. produces a declaration of the Not<sup>r</sup> Van Vleeck, that he has brought the case in question before the Commissary and Commissioners at Fort Orange; was referred by them to Magistrates of the Colonie; went to the Magistrates of the Colonie bringing the matter before them; whereupon was answered by their Honors, that they were satisfied with such a claim, and would not accept it, but that Mighiel Janzen must prove it to the Patroon. This being read to the deft., he says he has nothing to do with it, as he served as "Knecht" [a hired man] at the time. The Court having seen and weighed the matter in question, decide, that the same depends on the Colonie Renselaerswyck. Therefore refer parties thither.

Mary Verplanck requests by petition postponement of execution and

time of payment, promising to pay him the first beavers she can get; if not, is willing he should have his goods back again. The Court persist in their previous judgment.

M<sup>r</sup>. Balthus requests, that the judgment pronounced between him and Mary Verplanck be executed. The Court order the Bailiff to execute these.

Nicolaas Boots and Gabriel de Haas appear in Court, Gabriel de Haas declaring, that the eight beavers in dispute with Boots were absolutely received in payment from Salomon La Chair; and that he was not willing to receive them, saying to Salomon La Chair's wife, If my comrade, meaning Boots, will receive them, he is content; and Boots thereupon took them, who received the same. Nicolaas Boots answers, that he said, he should take what he could get for a bad debt. The Court decide, that Nicolaas Boots shall accept the eight beavers in dispute between him and Gabriel de Haas, as he took the same in payment.

Pieter Rudolfus appears in Court requesting as he intends to reject the prunes in dispute with Schipp<sup>r</sup>. Corn<sup>r</sup>. Marsten, factor, that the Court may appoint two to see the same and to bear witness. To which were appointed by the Court, Schepens Pieter Wolferzen van Couwenhoven and Joannes Pieterzen van Brugh.

Dirck van Schelluyne requests by petition and verbally, that the two cows attached by Symon Turck with Webber may be taken by him under security, saying that Sieur van Jansen the younger and Teunis Cornelissen stand without, and will go bail; who appearing in Court offer to enter themselves as bail, as principals, for the judgment of the Court. Whereupon Wolfert Webber was ordered as follows:—Wolfert Webber is hereby directed by the Burgomasters and Schepens of this City of Amsterdam in N: Netherland, to let Dirck van Schelhuyn or the right bearer hereof, have the two cows attached with you by S: Clazen Turck, as the same are discharged from attachment under bail.

Evert Dirckzen appearing in Court requests, that Reindert Janzen Hoorn shall be ordered to answer the demand instituted by him in date 8 July of this year. Whereupon the Court order him to be notified in the following manner:—Reindert Janzen Hoorn is hereby notified and ordered accordingly to answer the entered demand and rendered a/c of Evert Dirckzen at the next Court day on pain, in default, of judgment

being rendered on the papers, which the abovenamed Evert Dircksen shall have given in.

Tomas Fredericksen appears in Court resigning his office as labourer in the Weighhouse, thanking the Magistrates for the favor; who accept it, thanking him for the service.

The Schout de Sille requests, whereas he has a prisoner, that the Court may appoint two from the Bench in whose presence the prisoner may be heard. Whereunto were appointed by the Board, Schepens Hendrick Janzen van der Vin and Jacob Kip, who will sit at two o'Clock in the afternoon.

Tuesday, the 9<sup>th</sup> Sept: 1659. In the City Hall. Present the Heeren Olof Stevenzen Cortlandt, Marten Kregier, Pieter Wolfersen van Couwenhoven, Joannes Pieterzen van Brugh, Hendrick Janzen Vander Vin, Jacob Kip.

On the written Remonstrance of Jan Willemsen van Iselsteyn, the Schout Nicasius de Sille is authorized and ordered by the Court, to have the four hogs again outcried, that those to whom they belong may come forward within twice twenty four hours; otherwise, in default thereof they are to be sold within the previously fixed time for the profit of those interested.

On the petition of Augustyn Heermans, wherein he requests revision of the judgment dated 19. August between him and the brick makers, and that adverse party be ordered to use the wood for brickmaking on petitioner's land or by removal of what is cut and no more, that his farmer Harmen Teunissen may draw it and they enter security for the brick already agreed on and pay immediately before carting the wood and in addition for the said wood, because it then by removal comes within the nature of a sale and not a leasing, and the petitioner is not disposed at present to sell to them, but in time he intends to erect a brick kiln himself and to pay what arbitrators shall value which he considers fair. Marginal order:—The Court persist by their previous judgment.

Ordered, on the petition of Raghiel Van Tienhoven, wherein she requests that Abraham Verplanck and Augustynus Heermans be directed to exchange their documents by inventory; or by neglect that justice shall be done at the next Court day on the petitioners papers, with a

debaring of all exceptions: Petition is granted and parties adverse are ordered to exchange their papers used in the suit and to produce them by inventory on the next Court day.

On the petition of Walewyn vander Veen, wherein he requests quick and immediate justice in the case between him and the Heer Paulus Leendersen van der Grift and Nicolaas Verlett, administrators appointed by the Hon<sup>ble</sup> Director General and Council over the residuary estate of Matthys Ganderheiden; serves as Apostille:—Petitioner is referred to the Director General and Council, as their Honors have been pleased to appoint Paulus Leendersen vander Grift and Nicolaas Verlett administrators over the residuary estate of Matthys Ganderheiden dec<sup>d</sup> for the benefit of his creditors, and they are not obliged to render an a/c, proof and reliqua to any other persons, except the forementioned Director General and Council, according to proof thereof shewn to the Court.

Having considered in Court the declaration of Paulus Pietersen on and against Jacob vanden Bos and also the a/c against said Jacob, the matter in question is referred to Isaacq de Foreest old Schepen of this City and Caspar Steimits to examine and consider it and a/c in dispute; to decide the case and if possible to reconcile parties; if not, to report to the Court.

The Court read, re-read and considered the declaration of Willem Pietersen, M<sup>r</sup>: Paulus van de Beecq, Pieter Lauwerens and his wife, setting forth that the will made by Jacob Coppe dec<sup>d</sup> dated 14 Dec<sup>r</sup> 1653 was annulled and torn by him. And after examination and consideration thereof, Burgomasters and Schepens decide, that the declaration made by the abovenamed persons is not sufficient to annul the above named will made by Jacob Coppe dec<sup>d</sup> as the same is exhibited in full force and it does not appear that any thing was willed contrary. Therefore, 't will take its full effect.

Walewyn van der Veen requests by petition relief or redress for the tobacco given him in payment by Allard Anthony, as he has lost considerably by it; whereupon was ordered:—Whereas Allard Anthony has asked copy of the protest, the same was granted him, to answer in writing.

Whereas Pieter Janzen van Weeckendam has according to order dated p<sup>mo</sup> July of this year, exhibited to the Court, declaration of two credible witnesses, that he enclosed the land of Pieter Lefebure, where he

resided, before he left the same; the pltf. Walewyn van der Veen's demand regarding the fence is dismissed.

Bartholdus Maan replies to David Wessels answer. The Court order copy to be furnished to party to rejoin thereunto the next Court day.

Allard Anthony replies to Pieter Cornelissen Vander Veen's answer. The Court order copy to be furnished to party to reply thereunto at the next Court day.

Schepen Pieter Wolferzen van Couwenhoven and Nicolaas Boot rejoin to Hendrick Hendricksen Obe's reply. The Court order copy to be furnished to party and parties were ordered to exchange with each other the papers used in the suit, and to produce their deduction and principal intendit on the next Court day.

Resolved and concluded to send in the following nomination to the General and Council to choose one of the same in the stead of Schepen Sieur Jeremius Ebbinck.

Honourable, Valiant,

Whereas Sieur Jeronimus Ebbinck, Schepen of this City, has departed from here in the ship the *Moesman* for Fatherland and the place is therefore vacant; it being necessary for the completing of the Bench to have one in his place, the Burgomasters and Schepens are therefore proposing to y<sup>r</sup> Honours a double number for that purpose, to elect one therefrom in the place of the abovenamed Schepen; to wit:—

Joannes de Peister

Cornelis Steenwyck.

Requesting your Honours to be pleased to chuse therefrom such as your Honours shall please to find agreeable herein; We Remain, Right Hon<sup>ble</sup> Your Hon<sup>rs</sup> Subjects, The Burgomasters and Schepens

of this City Amsterdam, in N. Netherland;

By order of the same,

Joannes Nevius, Secret'y.

The Director General and Council of N: Netherland elect and confirm from the rendered nomination, as Schepen of this City instead of Sieur Ebbing Cornelis Steenwyck. Done, Fortress Amsterd<sup>m</sup> in N. Netherland the 11. Sept<sup>r</sup> A<sup>o</sup> 1659.

Under Stood, By order of the Hon<sup>ble</sup> Direct<sup>r</sup> General and Council of N. Netherland.

Was Undersigned,—

C. van Ruyven, Secret<sup>r</sup>.

Abraham Verplanck and Sieur Augustyn Heermans are for the second time hereby notified and ordered to exchange their papers, documents and vouchers used in the suit with and against Ragel van Tienhoven, to produce their deduction and principal intendit on the next Court day, on pain of being debarred from all exceptions.

At the Court of the Burgomasters and Schepens of this City it is Resolved that their Secretary Joannes Nevius shall receive the defaults incurred by parties acting in suits before their Worshipful Bench. Done Amsterdam in N. Netherland at the Court of the W. Heeren Burgomasters and Schepens the 9<sup>th</sup> Sept<sup>r</sup> 1659.

Tuesday, the 16<sup>th</sup> Sept<sup>r</sup> 1659. In the City Hall. Present the Heeren Nicasius de Sille, Olof Stevenzen Cortlandt, Marten Cregier, Joannes Van Brugh, Hendrick Jansen vander Vin, Jacob Kip.

Schout Nicasius de Sille, pltf. v/s Reinier Janzen Hoor and Pieter Janzen Nienghs, defts. Pltf. concludes in writing, that the deft. Reinier Jans. Hoor is bound to pay two hundred guilders for and because he struck, knocked down and wounded his brother; having no knowledge of the dispute, being required to complain. The deft. Pieter Jans. answers the matter is settled, and Reinier requests, that his brother shall shew the power, which he says he has from his brother. The Court orders, whereas the question is between brothers, that the pltf. shall settle with them, and the defts. were further ordered to live in peace with each other.

Abraham Shears, pltf. v/s Jan Rutgersen, deft. Pltf. in virtue of a procuration from Ritzert Parker, requests in writing, that deft. shall be condemned provisionally to pay the costs and damages caused by the wrongfully issued attachment, also the demurrage according to the style and manner observed among merchants, and further to compensate for injuries, on the appraisement and estimation of the Court. Deft. requests eight days delay. The Court grant deft. eight days delay to answer.

Joannes Van der Meulen, pltf. v/s Wernaar Wessels, deft.. Pltf. demands from deft. payment of an obligation against him for the sum of fl. 189. in beavers, with interest and costs, and in default thereof execution. Deft. demands six weeks delay, promising prompt payment then;

meanwhile to give bail to the pltf's satisfaction. The Court order deft. to pay the pltf. within six weeks with costs, in condition of entering bail for the same.

Metje Wessels, pltf. v/s Lauwerens Cornelissen van der Wel, deft. Pltf. demands from deft. sixteen beavers and fl. 40. in zeawant. Deft. admits owing the forty guilders, but says he owes only 15 beavers; but has not wherewithal to pay. The Court order deft. to pay the pltf.

Cornelis Pluyvier, arrestant and pltf. v/s Marten van Waart, arrested and deft. Deft. in default. Pltf. demands from deft. fl. 25. with costs; requests that the arrest issued may be declared valid. The Court declare the arrest valid.

Govert Loockermans, pltf. v/s Gysbert Op Dyck, deft. Pltf. as att'y of Hendrick Huyges demands for him from deft. fl. 184. in good merchantable zeawant according to obligation dated 20 Sept: 1658. Deft. does not deny the debt, but says cannot meet it: requests time. The Court order the deft. to pay pltf. according to obligation.

Joannes de Peister, pltf. v/s Wernaar Wesels, deft. Deft. in default.

Willem Bredenbent, pltf. v/s Jan Juriaansen Cooper, deft. Pltf. in default.

M: Balthus, pltf. v/s Abraham Verplanck, deft. Pltf. says the deft. has opposed the execution. Deft. says his goods cannot be taken in execution for his wife's debt; also knows nothing of the purchase. Whereupon pltf. replies and says that he, deft., told him in his house, when his daughter came from above he should be paid, being surprized where she has delayed so long. M: Balthus appearing in Court, he is asked, whether if Abraham Verplancq gave him an obligation payable in a certain time, he would not be content on condition that something should be given him for waiting a while? Answering, he refers it to the Magistrates, but will see, what he can do between this and next Tuesday, holding his right open. All which having been stated to Abraham Verplanck he says, he also refers it to the Court, offering per obligation to pay in the spring or in the trading season.

Jan Janzen, pltf. v/s Lysbet Tysen, deft. Pltf. says he loaned deft. a skepel of barley before the war on promise of receiving a skepel of wheat back in its stead, which he has not got; demanding the wheat with costs. Deft. says, that the war broke out and she could not sow the

grain, which was burnt with the house. The Court order the deft. to pay the pltf. with costs, as she has received the grain.

Jan Janzen, pltf. v/s Hermen Barenzen, deft. Deft. in default.

Sieur Cornelis Steenwyck appears in Court, who being informed, that he was chosen as Schepen at the election; accepts it with the tendered oath and was wished much luck and received.

Jan Hendrickzen van Gunst, pltf. v/s Willem Doeckles deft. Pltf. demands from deft. payment of costs to the amount of fl. 20: 5. according to a/c exhibited to the Court; saying he has attached the monies in the hands of Joannes Vervelen; requests, that the same be declared valid. Deft. offers to pay the costs within fourteen days on the statement of the Magistrates. The Court order the deft. to pay the costs according to the a/c handed in; the attachment to remain so long valid.

Tomas Verdon, pltf. v/s Cornelis Barenzen, deft. Pltf. demands from deft. fl. 250. in Seawant with costs; arising from the sale of a house and lot; requesting in default of payment, that the same be given back. Deft. says, he cannot pay, before the return of the execution, which he has on the judgment against Tomas Swartwout. The Court order deft. to pay the pltf. as according to contract exhibited the time is elapsed.

Andries de Haas, pltf. v/s Jacobus Vis, deft. Deft. in default.

Gysbert Op Dyck, arrestant and pltf. v/s Ritzert Smitt, arrested and deft. Pltf. demands from deft. fl. 79. 9. balance of a/c exhibited in Court. Deft. denies the debt of fl. 42. on acct. of M<sup>r</sup> Breun, producing in writing a demand in reconvention for the sum of fl. 120., which the pltf. in convention and the deft. in reconvention should pay to Jan Lauwerensen Appel, and is himself held therefor; and demands that the arrest against him be declared invalid. The Court refer the matter in question to Sieur Jacobus Vis and George Wolsey to settle parties a/cs, and reconcile them; the arrest remaining valid, but he may depart under bail.

Lauwerens Andriesen, pltf. v/s Cornelis van Giesel, deft. Pltf. says, he has an assignment from M<sup>r</sup> Alricx on Aaltje Baltes and that deft. tried to receive the money. Demands payment from the deft. or from Aaltje Baltes. Deft. says, that the case was recommended to him, and with that view spoke to the woman, seeking to induce her to pay, but she gave for answer she would accept the assignment, but would not pay the whole

until her husband came home; and that as she is bound to pay Jacob Janzen Huys and Jacob Jans the pltf., the case does not concern him.

Aaltje Baltes, Lauwerens Andriesen and Corns van Gesel appear in Court; Aaltje Baltes declaring, she represented to those, who first spoke to her, that she should pay half down, and the remainder when her husband came and that Van Gezel would have the whole; she signed her hand, that she should pay the whole when her husband came home; and the assignment belongs to Lauwerens Andriesen. The Court decide, that Aaltje Baltes shall pay to Lauwerens Andriesen the half of the assignment and endorse the same on the back of it; and the remainder, when her husband returns. The same being stated to her, she declares she is content with it.

Wernaar Wessels, pltf. v/s Dirck Smitt, deft. Pltf. demands from deft. fl. 120. in tobacco for Arent Fransen, according to obligation accepted by the deft. to pay as his own. Deft. says as before, he has not accepted to pay, before Aarent Fransen shall have taken a voyage to Virginia, which has not been done. The Court order the pltf. to get the principal.

Tomas Steins, pltf. v/s Jan Cnouwelts, deft. Deft. in default.

Gerrit Decker, pltf. v/s Salomon La Chair, deft. Gerrit Decker is ordered to lift the judgment.

David de Ferera, pltf. v/s Andries Spieringh, deft. Deft. in default.

M<sup>r</sup> Jacob Vuges, arrestant and pltf. v/s Hendrick Aarnoutsen, arrested and deft. Pltf. demands from deft. half a beaver for medications given him, and says he gave an instruction how to use them. Deft. admits having received the goods, but says the pltf. did not tell him, how often he should take them. The Court order deft. to pay the pltf. Meanwhile the arrest to remain so long valid.

Willem Pieterzen, pltf. v/s Pelgrum Clock, deft. Deft's 2<sup>d</sup> default. Pltf. demands from deft. fl. 58. 2. for board and drink consumed. The Court order the pltf. a third summons.

Willem Pieterzen, pltf. v/s Sara Pieters, deft. Pltf. in virtue of a procuration, demands from deft. fl. 304 according to obligation. Deft. says, when she shall see her husband's hand, she will pay. The Court refer the matter in question to Sieur Jacob Strycker and Daniel Litsco to reconcile parties if possible, if not, to report to the Court.

Willem Pieterzen, pltf. v/s Symon Turck, deft. Deft. in default. Pltf. again demands payment according to judgment. The Court grant the deft. yet twice twenty four hours to satisfy his creditors, on pain of imprisonment.

Bartholdus Maan, pltf. v/s Barent Cruytdop, deft. Deft. in default. Pltf. according to order of the Bench, produces in Court his book, whereby he proves, that the deft. bought the wine in question from him for beavers. The Court order the deft. to pay the pltf. according to the book, on condition, that the pltf. being required, shall swear to his book.

Tomas Sandersen, pltf. v/s Pieter Janzen, deft. Deft. in default. Pltf. claims costs.

Govert Loockermans demands execution on the judgment against Barent Cruytdop. The Court order the Bailiff to execute these.

Symon Janzen Romain demands, that the Bailiff shall proceed with the execution of the judgment against Cornelis Willemsen. The Court order the Bailiff to proceed with the execution.

Joseph Waldron appearing in Court says that he has attached the goods of Cornelis the carpenter, for a debt according to settlement made with him for the sum of fl. 1661. requests that the attachment be declared valid. The Court declares the attachment valid.

Salomon La Chair and Wernaer Wessels appearing in Court, Salomon la Chair declares to have gauged and found in Wernaer Wessels cellar under his house, also in the cellar behind his house half an *Aam* of red wine not entered ; and says, that he bought from Jacob Jansen Staats seven hhds. of French wine, also not entered ; concluded to have been guilty of fraud; and says further, that Wernaer Wessels has broken the gauging rod in his hand in pieces. Wernaer Wessels says, pltf. must prove that he, deft., defrauded, denying the same. The Court order Salomon la Chair to furnish his demand in writing to Wernaer Wessels, to answer thereunto at the next Court day.

Jacob Jansen Moesman (requests), that the Bailiff shall be ordered to execute the judgment between him and Symon Hermesen Cort. The Court order the Bailiff to execute these.

Evert Dircksen requests payment from Reinier Jansen Hoorn, and is ordered to furnish Claas van Elslant with the last rendered notice, and to notify him anew and make the return.

Stoffel Mighielsen appearing in Court, requests, that the Magistrates allow him something for his crying, as a salary. On it was noted:—Whereas the public crying is a *benefitium*, the petitioner has to content himself with his earnings.

Tuesday, 16. Sept<sup>r</sup> 1659. In the afternoon at the City Hall, Present the Heeren Nicasius de Sille, Oloff Stevenzen Cortlant, Marten Cregier, Joannes van Brugh, Hendrick J. van der Vin, Jacob Kip, Cornelis Steenwyck.

Schout Nicasius de Sille, pltf. v/s Hendrick Muller, a prisoner and deft. Pltf. rendering his demand in writing, concludes that deft. shall, for his committed offence, be condemned to go to the wheelbarrow or to other labor for the city, as he has no means to pay the fine for the committed offence, and is unable to restore the received monies fraudulently negotiated; moreover the costs of suit. Deft. is asked if he can pay the demand of the Officer? Answers, has nothing; also does not know, that he has committed any crime. The Court having considered the demand of the Schout on and against Hendrick Muller and examined and understood the declaration verifying the complaint of Daniel Terneur; also the acknowledgment made, on interrogatories by the abovenamed Hendrick Muller, have weighed all that is material, condemn the abovenamed Hendrick Muller for his committed crime to pay the Officer as a fine, to be applied as is proper, the sum of one hundred guilders, and the costs of suit; further to restore the received monies, negotiated in bad faith, or in default thereof to go three months to the wheelbarrow.

On the Remonstrance of Abraham Verplanck and Augustine Heermans against Raghel van Tienhoven, is ordered:—Whereas the suit is complete, the Court decree that parties shall furnish each other copy of all the papers used in the suit without any delay, and produce the same by the next Court day.

On the petition of Jan Willemsen van Iselsteyn demanding compensation for the damage from the hogs suffered by him; serves as apostille:—The a/c of costs caused by the hogs being made out, the petitioner shall receive the remainder for the damage.

On the petition of Symon Turck, wherein he requests, that he might attach the goods at the house of Sieur Augustyne Heermans on account

of fl. 200. due him. Apostille:—The petitioner is allowed to attach the goods of Guiliam Verlett, dec<sup>d</sup> and institute his action on the next Court day.

On the rejoinder of Pieter Cornelissen van der Veen, ordered: The Court direct copy to be furnished party and parties are ordered to exchange their papers with each other, and to produce their deduction and principal *intendit* by the next Court day.

On the rejoinder of David Wessels ordered:—The Court order copy to be furnished to party and parties are directed to exchange their papers with each other and to produce their deduction and principal *intendit* by the next Court day.

Whereas the suit between Raghel van Tienhoven, pltf. and Ab: Verplanck and Augustyn Heerman defts., is complete, the Court decide, that parties shall deliver to each other copies of all the papers used in the case, without delay, and produce the same at the next Court day.

Tuesday, 23. Sept: 1659. In the City Hall. Present the Heeren Nicasius de Sille, Olof Stevensen Cortlandt, Pieter Wolferzen van Couwenhoven, Joannes van Brugh, Hendrick Janzen vander Vin, Jacob Kip, Cornelis Steenwyck.

Jan Willemzen van Iselstein, pltf. v/s Nicasius de Sille, deft. Pltf. says, that the deft. has attached his money in the hands of Jan Teunissen, for having gone from his arrest; demanding that he shall prove the same. Deft. demands, that Allard Anthony may come forward, as having a knowledge of the attachment; which being granted, he appears saying the Magistrates will find it in the Register; such being looked into, they find the attachment to have been made on him, and declared valid; if Allard Anthony shall have delivered at 2 o'Clock in the afternoon, particulars of his claim to Oloff Stevensen. The Court order the Officer to prove further, that the pltf. has broken his arrest.

Jan Willemsen van Iselstein, pltf. v/s Allard Anthony, deft. Pltf. enters his protest against deft. for having scandalously affronted him, and illegal seizure of boat and loss of rope; protesting for all reparation of character and damage. Deft. answers, it did not occur without the knowledge and order of the Director General and Council. The Fiscaal as attorney of his predecessor, Cornelis van Tienhoven, requests copy of

the demand, and that pltf. shall enter bail before the judgment and in default thereof provisional security, until he prove, that the Fiscaal proceeded wrongfully. The Court order copy of the demand to be furnished to the Officer and order the pltf. to enter bail before the judgment, in default thereof nonsuit.

Joannes de Peister, pltf. v/s Wernaar Wessels, deft. Pltf. demands from deft. fl. 97. in beavers for wine. Deft. says he bought no wine from the pltf., but tasted some for his mother. Pltf. demands payment within three times twenty four hours, on pain of execution with costs. Deft. says he offered the pltf. seawant, but they could not agree about the price in beavers. The Court decide, that the deft. shall pay the pltf., as he declares he offered seawant, on condition of holding his guarantee on his mother.

Walewyn vander Veen, pltf. v/s Jan Ariaansen, deft. Pltf. by virtue of a procuration from Hendrick Heusden, demands payment from the deft. of fl. 1041: 17. on a bottomry bond of the ship the *Draatvatt*, Jan Janzen Bestevaar, skipper or bail; and in default security of his person with costs. Deft. produces certain writing of goods given to the pltf., admits the principal, saying the remainder is charged somewhat too high. The Court refer the matter in question to Paulus Leendersen vander Grift and Joannes de Peister to examine parties a/cs in the presence of Schepen Jacob Kip, and to reconcile them if possible; if not to report to the Court.

Claas Gangelofzen Visser, pltf. v/s Catryna Capoens, deft. Pltf. demands from deft. on a/c exhibited 25½ beavers and fl. 34: 16. in seawant for wine etc. David Joghimsen as husband and guardian of Catrina Capoens, appearing, says, does not owe so much, and did not buy the wine, and will pay for the skillets, but to make the a/c in seawant, and that he the pltf. does not bring in contra reckoning the board money nor the washing. The Court refer the matter in question to Sieur Govert Loockermans and Isaac Grevera to examine and decide the a/c of parties in question; to reconcile parties if possible; if not to report to the Court.

Hans Dreper, pltf. v/s Samuel Lodowyck, deft. Deft. in default.

Tomas Sandels, pltf. v/s Pieter Janzen, deft. Defts 2<sup>d</sup> default. Pltf. demands from deft. fl. 12 for pork and clothes, with the costs. The

Court order deft. to deposit the money with the Secretary of this City, within three times twenty four hours; with costs.

Andries de Haas, pltf. v/s Jacob Vis, deft. Pltf. requests, that two may be appointed by the Court to examine their a/cs in question against each other. Deft. requests the same. The Court refer the matter to Sieur Jacobus Backer and Sieur Joannes de Peister to decide the a/cs of parties in the presence of Schepen Cornelis Steenwyck, and to reconcile them if possible; if not to report to the Court.

Jacobus Vis, arrestant and pltf. v/s Mighiel Pauluzen, arrested and deft. Pltf. producing in Court a certain contract, entered into with deft., requests, that deft. shall observe the same; and whereas he has already exceeded the same by selling goods on credit, he demands bail for the same, and that the arrest shall meanwhile be declared valid. Deft. answers in writing, that he is not bound to guarantee the goods; also the contract does not contain such. The Court discharge the deft. from arrest and order him to restore to the pltf. or his order his goods by the first opportunity, according to contract and further, to satisfy for the goods sold.

Jacobus Vis appears in Court; says he has attached the goods of Joannes Withart being in his or others' possession; requests the arrest to be declared valid. The Court orders Jacobus Vis to summon the agent of Joannes Withart and to institute his action against him.

M<sup>r</sup>. Jacob Hendrickzen Varrevanger, pltf. v/s Willem Pieterzen, deft. Pltf. demands from deft. the half of fl. 415. on an obligation signed by Patervaar, whose agent deft. is and says that the other half is paid by Jacob Stoffelsen. Deft. says, he does not know, whether the obligation is not paid; also does not know, if the same be signed by him, as he cannot write; requests Patervaar to be written to about it. Pltf. says, he frequently told the deft. to write about it, but nothing followed; requests, that he may lift under bail the monies brought into consignment to the Secretary of this City, with all costs, damages and interest, saying he has attached the same, demands that the attachment be declared valid. The Court allow the pltf. to lift the monies under bail, and order Willem Pietersen to write to Patervaar regarding the certainty of the obligation on condition that an authentic copy of the obligation be furnished him.

Willem Bredembent, pltf. v/s Jurrian Jansen, deft. Pltf. demands,

that deft. shall enter bail for every quarter's rent, and says he let him the house on condition, if any war occurred, he may move in to dwell there, and that he, the deft. has taken in another. Deft. says he hired the house for a year; denies, that it was conditioned that the pltf. could move in therein in case of war; saying further he has taken in another on profit. The Court order pltf. to prove his statement.

Jan Janzen, pltf. v/s Hermen Barenzen, deft. Defts 2<sup>nd</sup> default. Pltf. says, that deft. has hired his house for a year and occupied it one quarter. Claims as he left before the year, a half year's rent @ 17 gl. the  $\frac{1}{2}$  year. The Court order the deft. to deposit within four and twenty hours with the Secretary of this City, the fl. 17. for one quarters rent of the house he occupied.

Tomas Verdon, pltf. v/s Cornelis Barenzen, deft. Pltf. produces the last rendered judgment against the deft. with notice thereby. Whereupon is ordered again to notify the deft. by the Court Messenger.

Abraham Shears, pltf. v/s Jan Rutgersen, deft. Pltf. persists in his demand ag<sup>t</sup> the deft. entered on last Court day. Deft. produces two declarations in English, serving to nothing material. The Court postpone the case until the arrival of Ritzert Perker.

Paulus Pietersen, pltf. and arrestant. v/s Albert Janzen, arrested and deft. Deft. in default. Pltf. demands that the arrest be declared valid. The arrest was declared valid by the Court.

Lauwerens Cornelisen vander Wel, pltf. v/s Joris Dopzen, deft. Deft. in default.

Jan Gerrizen, pltf. v/s Judick Verlett, deft. Deft. in default.

Adriaan Vincent and Simon Felle, pltf. v/s Lysbet Willems, deft. Anneken Felle, wife of Simon Felle, appears in Court also, interpreting the demand of her father, who says, he was out yesterday, and that in the meanwhile deft. came to her house making a great noise, saying among other things that the abovenamed Anneken had slept with Capt. Beaulieu, requesting redress for such injuries, which he cannot suffer. Deft. denies it, saying she had said—She, meaning Anneken aforesaid, may go to Capt. Beaulieu; she knew, what she has to do with him; whereas it was told her, that she went with Capt Roosyn, and she knew, what she had to do with him; which is denied by Anneken Felle. Pltf. says he can prove, that deft. has said, that his daughter Anneken Felle had slept with

Capt. Beaulieu. Parties appear in Court and Lysbet Willems is asked, if she knew any thing against Anneken Felle; Answers, has nothing to say against her. She was therefore charged to remain quiet for the future and to utter no more such infamous words, and to keep herself still.

Cornelis Pluyvier appearing in Court declares as well in writing as verbally to have attached what property Cornelis Willemsen has at Dom<sup>e</sup> Drisius; also to have arrested the goods, which he has at the house of Joseph Waldron, on a/c of fl. 170 in seawant and 15 whole merchantable beavers—requesting that the arrest be declared valid. The Court declares the arrest valid and orders petitioner to summon him.

Evert Dirckzen appearing in Court, requests from Reinier Jans Hoorn payment according to two rendered a/cs, dated 8. July last, one for the sum of fl. 40. for earned wages etc. and the other for the sum of fl. 42. for arrest, costs and loss of time. The Court order Reinier Jansen Hoorn, by virtue of contumacy, to pay to Evert Dircksen the fl. 40. according to a/c exhibited in Court dated 8<sup>th</sup> July of this year and further the costs of suit on taxation by the Court.

Sara Schepmoes requests, that in place of Daniel Litsco appointed on the 16<sup>th</sup> of this month as arbitrator with Jacob Strycker another may be chosen, and the Court chooses and appoints Daniel dan Donck in place of Daniel Litsco.

Raghel van Tienhoven requests by petition, that Abraham Verplanck and Augustyn Heermans her adversaries shall be ordered to furnish her, the petitioner, authentic copy of the compromise made by Dirck van Schelluyne regarding the settlement of dispute between her husband and the heirs of Adriana Cuvilje dec<sup>d</sup>. Whereupon it is ordered:—Petition is granted and adverse parties shall be ordered to communicate to petitioner authentic copy of the compromise.

On the written petition of Raghel van Tienhoven, Abr: Verplanck and Augustyn Heermans are hereby ordered by the Court to communicate to Raghel van Tienhoven authentic copy of the compromise, made by the Notary Dirck van Schelluyne in the dispute between Cornelis van Tienhoven and Abraham Verplanck, Dirck Volckersen and Jan Vigne all heirs of dec<sup>d</sup> Adriaana Cuvilje, relative to the award of Adriaen van der Donck, Joannes van Brugh, and Joannes de Decker all arbitrators in the above-named question.—Actum.

Tielman van Vleeck, substitute of Lauwerens Hendricksen and David de Neufville, requests by petition, that Abraham Verplanck and Abraham de la Noy shall be ordered to rejoin on his rendered reply on pain in case of default of nonsuit, and that justice shall be rendered on the pltf's request. Apostille:—Request is granted and adverse parties shall be ordered to rejoin on petitioners reply, against the next Court day.

On the written petition of Tielman van Vleeck substitute of Lauwerens Hendricks and David de Neufville, merchants at Amsterdam, Abraham de la Noy and Abraham Verplanck as adversaries of petitioner are hereby ordered by the Court to prosecute their suit and to rejoin to petitioners reply.

Tielman van Vleeck as att'y of Symon Clasen Turck requests by petition, that Sybout Clazen shall be ordered to deliver by the next Court day his papers used against the abovenamed Symon Turck; also that Dirck van Schelluyne att'y of Albert Andriessen shall be ordered to rejoin to Symon Turck's reply. Apostille:—Petitioner's request is granted, and parties shall be ordered to prosecute their suit by the next Court day.

On the written petition of Tielman van Vleeck, as att'y of Symon Clasen Turck, Sybout Clazen is hereby ordered by the Court to deliver in by the next Court day his papers and documents used in the suit against Symon Turck.

On the written petition of Tylman van Vleeck, att'y of Symon Clasen Turck, Dirck van Schelluyne att'y of Albert Andriessen is hereby ordered by the Court to rejoin to the reply of Symon Turck abovenamed Done etc.

Nicolaas Velthuyzen requests by petition to get back his ox sold to Jacob Janzen Flodder and not paid for. Apostille:—Petitioner has to summon Flodder or in his absence his agent and to institute his action against him.

On the 26. Sept' 1659.

Pieter Cornelissen van der Veen requests in writing of the Presiding Burgomaster and two Schepens, that Allard Anthony his adversary shall be ordered to communicate to him authentic copy of the produced procurement, also of the inventory of the goods, which stand entered on the

margin thereof. Apostille:—*Fiat ut petitur*, and parties shall be ordered to furnish him the request mentioned herein.

ORDER.

On the written request of Sieur Pieter Cornelissen van der Veen, Allard Anthony is hereby ordered by the Court to furnish Pieter Cornelissen van der Veen authentic copy of the produced procuration together with the inventory of the goods which stand entered on the margin thereof.

Conditions and Terms, on which the Schout, Burgomaster and Treasurer of this City of Amsterdam in New Netherland, intend, with the approbation of the Right Hon<sup>ble</sup> Director General and Council, to farm to the highest bidder the Excise on the slaughter of all cattle, whether salted meat such as pork or salted and dried brought in barrels or fresh to market for consumption within the jurisdiction of this City Amsterdam, as well by all officers as common Burghers, except the Honble Companys store and the hospitals.

Whoever shall remain farmer shall receive for Excise of all cattle, whether oxen, cows, calves, sheep, goats, hogs or such like, one stiver in the guilder payable on the purchase or just value thereof, which shall be slaughtered within the jurisdiction of this City.

Item, the farmer shall receive for all salted meat and pork either brought in here from without and consumed within this City as well in as out of barrels, in like manner one stiver according to the just value or purchase as above.

The Excise shall take its commencement and be received by the farmer on the 26<sup>th</sup> Septem<sup>br</sup> next 1659 and end on the 26. September 1660, but he cannot receive or compound any longer, than to the date aforesaid inclusive.

The farmer shall pay precisely every quarter to the Treasurer of this City a just fourth part of the promised impost, which shall be made in good zeawant pay.

The farmer shall remain bound to enter two sufficient securities for the promised farm rent.

Whoever makes the highest bid draws three guilders.

Sett up by	Willem Doeckles	@	fl. 500.
	Stoffel Meghielsen	@	600.
	Jan Hendricksen	@	650.
	Stoffel Meghielsen	@	700.
Raised by	Gerrit Hendricksen	@	750.
	Jan Hendricksen	@	800.
	Stoffel Meghielsen	@	825.
	Jan Hendricksen	@	850.
On the highest bid drawn by Gerrit Hendricksen	@		875.
3 gl. offered	drawn by Gerrit Hendricksen	@	925.
3 gl. offered	drawn by Gerrit Hendricksen	@	975.
3 gl. offered	drawn by Gerrit Hendricksen	@	1025.
5 gl. offered	drawn by Egbert Meindersen	@	1075.
1 beaver offered	drawn by Gerrit Hendricksen	@	1125.

1 beaver offered and retired. Impost produced fl. 500 more than the offered bid. Egbert Meinderzen remains farmer @ fl. 1135 and Daniel Terneur and Jan Hendrickzen Steelman enter themselves as security as principals under renunciation of benefit Ordinis divisionis et excussionis for their effects; consenting and promising to satisfy and pay and give on the specified time aforesaid the above written sum of eleven hundred and thirty five guilders under bond of their respective persons each for his own, and property real and personal, present and future, nothing excepted subject to all Courts and judges. In Testimony and for performance is the Original Minute of this Copy, remaining with the Secretary of this City, signed by the farmer and sureties in the presence of the Schout, Burgomasters and Treasurer, the 25<sup>th</sup> September in Amsterdam in N. Netherland.

#### WARNING.

It is hereby made known to each and every one, that who ever shall or will slaughter any cattle, whether oxen, cows, calves, sheep, goats, hogs or such like, for their own consumption or to be sold fresh for consumption within this City, must state it to Eghbert Meindersen, residing at the Landport, farmer of the Slaughter Excise, giving him the correct price or value thereof and obtain from him a proper permit, paying him one stiver in the guilder according to the price or value as aforesaid; on the for-

feiture of the meat and the penalty thereto affixed, which remains in default thereof; Also, to return to the abovenamed *Pachter* all salted meat and pork in barrels or dried coming in from without and for consumption within this City, equally paying one stiver in the guilder according to the just value or price thereof, and what meat or pork as afores<sup>d</sup> coming in from without and consumed here but again exported shall be also communicated to the farmer and a permit taken, and another permit on being exported, payment for each permit, each time, three stivers, on condition of correctly reporting the quantity and the weight of the meat or pork under the forfeiture of the same and the fine thereunto affixed. Let every one be hereby warned and protect himself from injury.

Tuesday, 21<sup>st</sup> Octob<sup>r</sup> 1659. In the City Hall. Present the Heeren Nicasius de Sille, Olof Stevenzen Cortlandt, Joannes van Brugh, Cornelis Steenwyck.

Schout Nicasius de Sille and Eghbert Meindersen, farmer of the Slaughter Excise, pltfs. v/s Ide Cornelissen van Vorst, deft. Pltf. Eghbert Meindersen concludes in writing, whereas the deft. has brought two tubs of meat within this City without having returned the same, though notice has been given divers times both to his wife and his brother in law to return the same; that the meat be confiscated and the fine imposed according to order, with costs. Deft. answers, he brought the meat here, because he was obliged to fly from the Indians, intending to take the same back at a more favourable time and that the pltf. first warned him on last Saturday after sundown: Whereupon he answered he should speak of it to the General. The Schout as attorney says, that the deft. has been warned three times by his wife and friends. Pltf. Eghbert Meindersen appearing says, that deft's wife wished to sell him the cattle, and he gave her for answer he had no time, and that the people told him, they, defts., had brought the meat into the City; whereupon he had spoken to them warning them, to which they replied strangely and unbecomingly and various other circumstances. Requesting maintenance of the placard. Parties being heard, the Court decide, whereas Yde Cornelissen van Vorst through dread of the Indians has, outside in a free place slaughtered certain meat and in a sort of flight brought the same here, to convey the same, on occasion, back from here to use it on his bowery; and whereas

he was warned, that he must take out a licence and neglected the same, that he shall pay as a fine the sum of twenty guilders, with costs.

Burger Jorizen, pltf. v/s Schout Nicasius de Sille, deft. Pltf. produces against the deft. an a/c for the sum of fl. 25: 7 half beavers and half zeawant and five beavers for the breaking of a wagon. Deft. produces an offset a/c of four beavers, given to the pltf. thro' his wife, and two bars of iron weighing 81 lbs. @ four beavers per ct. amounting to about three and one quarter beavers. Parties being heard, the Court decide, that the pltf. shall have to pay the 81<sup>lbs</sup> of iron @ three beavers the hundrd and parties were ordered to pay each other's a/cs.

Frerick Philipzen, arrestant and pltf. v/s Hendrick Bierman, arrested and deft. Deft. in default. The Court declare the arrest valid.

Mattheus de Vos, pltf. v/s Cornelis Jansen, woodsawyer, deft. Pltf. demands by virtue of procuration from Nelis Matthysen, that the attachment on the deft's monies in the hands of Pieter Kock be declared valid, inasmuch as he has given, summoned and renewed the notice to the deft. of the judgment against him, and if the arrested monies cannot reach as far as to satisfy the judgment; then execution. Deft. says he has paid Nelis Matthysen over one hundred guilders. Pltf. replying says, Nelis Matthysen told him, that he had received from deft. no more than fl. 65. The Court declare the arrest on the monies valid and order the deft. to prove, that he has paid Nelis Matthysen over One hundred guilders, and if he will he may summon him for the next Court day.

Jacobus Vis, pltf. v/s Rutger Jansen, deft. Deft. in default. Pltf. demands from deft. payment of fl. 82: 1. in seawant, or bail before his departure. The Court order pltf. to have the deft. notified to satisfy him before his departure.

Isaack Grevera, arrestant and pltf. v/s Benedict Arnel, arrested and deft. Pltf. says, he sold deft. a piece of Osnaburg linen, 33 ells Dutch measure, and whereas the same is 33 ells Osnaburg measure long, and amounts to 57 $\frac{1}{2}$  ells Dutch measure, and pltf. had only paid him for thirty three ells Dutch measure, and he afterward saw the mistake, demands restitution or payment for the remaining twenty four and three quarter ells received more than has been paid for. Deft. says, he knows nothing about it. Pltf. replying says, he can prove by Jan Lauwerens, that deft. told him, he had paid the piece of linen @ thirty three ells, whereupon

Jan Lauwerens answered, it was a mistake, and that he should have spoken of the remaining ells. Jan Lauwerens appearing in Court declares that deft. told him, he bought the piece of Osnaburg linen @ three and thirty ells Dutch measure and that he answered, that was a mistake and the remaining ells should be asked from him. The Court order the deft. to restore or pay the pltf. the  $24\frac{3}{4}$  ells Osnaburgh linen received more than have been paid for, the arrest remaining meanwhile so long valid.

Lucas Dirckzen, pltf. v/s Reinick Gerrisen, deft. Pltf. demands from deft. 8 whole and two half beavers for tobacco pipes and a cap; also fl. 15: 16 in zeawant according to obligation. Deft. acknowledges the debt, but says he has not wherewith to pay. The Court order deft. to pay the pltf.

Jacob Janzen Moesman, pltf. v/s Anneken Cristoffels, deft. Pltf. demands from deft. fl. 62: 10 for a quarters rent. Deft. acknowledges the debt, but says she cannot pay. The Court order deft. to pay pltf. according to conditions.

Aaltje Bickers, pltf. v/s Jan Broersen, deft. Deft. in default.

Jan Rutgersen, pltf. v/s Jacob van den Bos, deft. Deft. in default.

Adriaan Vincent, pltf. v/s Lysbet, wife of Marcus de Sousoy, deft. Deft. in default.

Jan Swaan, pltf. v/s Hendrick Smitt, deft. Deft. in default.

Hans Carelsen, pltf. v/s Cornelis Hooghboom, deft. Deft. in default.

Jan Gillis the younger, pltf. v/s Simon Hermesen Cort, deft. Deft. in default.

Pieter Rudolfus, pltf. v/s Lodowyck Pos, deft. Deft. in default.

Pieter Rudolfus, pltf. v/s Frerick Aarsen, deft. Deft. in default.

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

Tomas Sandersen requests, that execution be issued on the judgment against Pieter Jansen. The Court order the Bailiff to put these in execution.

Styntje Hermzen requests, that execution be issued on the judgment against Jacob van Couwenhoven. The Court order the Bailiff to execute these.

Evert Dirckzen requests, that the judgment against Reinier Jansen Hoorn be executed. The Court order the Bailiff so to do.

Metje Wessels requests that the judgment against Lauwerens Cornelis<sup>a</sup> van der Wel be put in execution. The Court order the Bailiff to execute these.

Sara Pieters requests, that Willem Pietersen shall return her the obligation, which her husband signed and paid. Whereupon she is ordered to summon him to Court.

Allard Anthony requests by petition, that Pieter Cornelissen van der Veen shall be ordered to produce in Court at the next Court day his papers used against him on trial. Petitioner's request is granted and Pieter Cornelissen van der Veen is ordered to produce his papers at the Court of the Burgomasters and Schepens on the next Court day.

On the written petition of Allard Anthony, Sieur Pieter Cornelissen van der Veen is ordered to produce at the meeting of the Court of this City at the next Court day, without any delay his papers, documents and vouchers used on trial against the petition<sup>r</sup>.

Tuesday, 28<sup>th</sup> Octob. 1659. In the City Hall. Present the Heeren Nicasius de Sille, Olof Stevenzen Cortlandt, Pieter van Couwenhoven, Joannes van Brugh.

Allard Anthony, arrestant and pltf. v/s Rutt Jacobzen, arrested and deft. Both in default.

Aeltje Bickers, pltf. v/s Jan Broerzen, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. fl. 44. and says that Reindert Jansen Hoorn had promised to pay her in four days for Jan Broersen, and that she thereupon allowed Jan Broersen to depart, and that Hoorn will not do it, but gave her ill language. The Court order pltf. to summon Hoorn.

Pieter Rudolfus, pltf. v/s Lodowyck Pos, deft. Defts. 2<sup>nd</sup> default. Pltf. demands from deft. three beavers @ fl. 4: 16 stiv. in seawant with costs. The Court order deft. to deposit the monies with the Secretary of this City within four days.

Pieter Rudolfus, pltf. v/s Frerick Aarsen, deft. Defts. 2<sup>nd</sup> default. Pltf. demands from deft. fl. 200 wherein are included four beavers @ fl. 8 each, with interest; having been loaned to him under promise of returning them in four or six weeks. The Court order the deft. to deposit the money within four days with the Secretary of this City.

The Schout causes Nicolaes Velthuysen and Aaltje Bickers to be

summoned before the Burgomasters and Schepens to give explanations on three points; viz. why they have separated from each other; 2ndly why they did not satisfy the Orphan Masters; why they claim Jan Broersens money.

Jan Swaan, pltf. v/s Hendrick Smitt, deft. Pltf. demands from deft. fl. 200. for the first instalment of the land sold to him. Deft. admits the debt; says, he has been sick and has no money; requests delay and offers to pay in corn. The Court order deft. to pay the pltf.

Saartje Pieters, pltf. v/s Willem Pietersen, deft. Deft. in default.

Jan Gillis the younger, pltf. v/s Symon Hermsen Cort, deft. Defts. 2. default. Pltf. demands from deft. fl. 84. The Court order the deft. to deposit the money within four days.

Willem Doeckels, arrestant and pltf. v/s Dirck Janzen, arrested and deft. Both in default.

Jan Rutgersen, pltf. v/s Jacob van den Bos, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. fl. 28. The Court order pltf. to summon deft. once more.

Jan Rutgersen, pltf. v/s Pieter Janzen, deft. Deft. in default.

Jan Gerrisen, mason, pltf. v/s Janneke Heermans, deft. Pltf. demands from deft. fl. 12. 12 for the hire of two ladders taken by Dirck Clasen and brought to deft's father's house at the Fresh Water. Deft. says, that pltf. spoke to her mother about them, when she was last here, who said to him, that she knew nothing of them and that she should speak to her children about them, and that he the pltf. is in her mother's debt, but her mother owes him nothing and that he had heretofore demanded fl. 8. 8 of her and now fl. 12: 12, varying his words. The Court order the deft. to pay the pltf. fl. 8: 8 and if the pltf. has any further claim, he must prove it.

Nicolaes Backer, arrestant and pltf. v/s Caspar Caspersen, arrested and deft. Both in default.

Adriaan Vincent, pltf. v/s Marcus de Sousoy's wife. Defts. 2<sup>d</sup> default.

Marcus de Sousoy, pltf. v/s Tousom Bryel and his wife, defts. Pltf. in default.

Gerrit Janzen Roos, pltf. v/s Jan Cornelisen, deft. Deft. in default.

Jacob Janzen Moesman, pltf. v/s Anneken Van Borssum, deft. Pltf.

demands from deft. an a/c.; producing an a/c against her, the deft. Deft. answers, that the pltf. shall deliver to her an a/c, against which she shall furnish him an offset a/c. and offers to pay what remains. Pltf's a/c was delivered to the deft. in Court. The Court order the deft. to deliver the a/c to pltf. within twice twenty four hours and to satisfy him according to a/c.

Abraham Janzen, pltf. v/s Pieter Janzen, deft. Deft. in default.

Caspar Steimits, pltf. v/s Bartelt Clazen, deft. Pltf. says, he hired a boy to the deft. for fl. 90. and a pair of shoes in the year; and that he deft. does not know how he shall be released from the boy, and that he the deft. inflicted with a blow a hole in the boy's head, who also appears, ill using him; requesting that deft. shall be punished as he ought to be, as such is not to be borne. Deft. says, the boy was unwilling to do, what he ordered, and he got angry about it. The Schout Nicasius de Sille as Guardian demands the fine and that deft. shall be condemned in the payment of a certain sum for the surgeon's fees and the smart. Deft. requests to be rid of the boy and will pay him for the time he has served with him. Pltf. demands that deft's request shall be dismissed, demanding the whole year. Deft. rejoins; persists in his answer. The Court order the deft. to pay the whole year's hire and surgeon's fee and fl. 10. for the injury; and ten guilders fine to the Officer.

Jacob van den Bos, pltf. v/s Pieter Pietersen, deft. Deft. in default.

Barent van Loo, pltf. v/s Reindert Jansen Hoorn, deft. Deft. in default.

Cornelis Pluyvier, pltf. v/s Josep Waldron, deft. Pltf. producing in writing his demand, concludes, that deft. shall be condemned to return him, through preference by virtue of documents and judgment and execution a bed and bolster, two pillows, two pair of sheets, one pistol and one gun sold to Cornelis Willemsen, carpenter, a fugitive, for ready money and not yet paid and sold back again to him the deft. Deft. says, he knew not, but they were his own; that the pltf. had accepted regarding them a bill on Holland; and moreover has been contented by Dom<sup>e</sup> Drisius relative to the wages, which Corn<sup>e</sup> Willemsen earned from him. Pltf. replies and says, that the bill has been returned with protest and that Corn<sup>e</sup> Willemsen did not finish his work at Dom<sup>e</sup> Drisius. The matter in

question was postponed by the Court, until the estate and condition of Cornelis Willemsen, carpenter, shall be made known.

Cornelis Hendrickzen, pltf. v/s Janneken Tomasen, deft. Pltf. demands from deft. a little ox, bought from her and on which money has been given. Deft. says, she has been unfortunate, that her horse has died; she will hold this as a draft ox, and if she loses this, she will be wholly embarrassed. The Court order deft. to deliver the pltf. the ox sold to him, or to satisfy him.

Joannes Nevius, pltf. v/s Joannes de la Montagne Junior, deft. Pltf. demands from deft. payment of fees amounting to fl. 3. 6. 4 for selling his lot. Deft. answers; he would know for what he should pay: demands copy of the conditions and terms of the aforesaid lot. The Court order the pltf. to deliver deft. copy of the conditions and to demand his fees according to ordinance.

Andries de Haas, pltf. v/s Jacobus Vis, deft. Pltf. produces the award of the arbitrators relative to the a/c, which he had with the deft., demanding payment according to award. Deft. demands, that he may be admitted to revision, as there are some points, in which he finds himself aggrieved, and says he will answer thereon at the next Court day and shew where the fault lies. The Court having examined the compromise and the approval of the award dismiss the deft's request and order him to satisfy the pltf. according to award of the arbitrators.

Joannes de Peister requests, that the judgment against Wernaar Wessels be put in execution. The Court order the Bailiff to put these in execution.

Cornelis Barenzen appears in Court, requests that the sale of Tomas Swartwout's lot by execution shall be proceeded with. The Court order the Bailiff to proceed with the execution.

Cornelis Pluyvier appearing requests, that he may lift under bail the money of Cornelis Willemsen, carpenter, attached in the hands of Dom<sup>r</sup> Drisius. The Court refuse the petitioner's request.

Cornelis Pluyvier and Josep Waldron are hereby ordered and authorized by the Court in quality of Curators to regulate the residuary estate and property of the absconding Cornelis Willemsen, carpenter, and to give notice, that if there be any one having any claims against the above named Cornelis Willemsen to make the same known within fourteen days.

Jan Willemsen van Iselstein appears in Court requesting an end of the hundred guilders attached in the hands of Jan Teunissen. Whereupon he was ordered to address the Schout.

Bartholdus Maan requests by petition, that David Wessels shall not be granted any pretense or default against him, petitioner, promising, as he shall be absent six or seven days from home, that as quick as Andries Joghimsen shall return, to produce the declaration and to furnish party with copy thereof. Petitioner's request is granted.

David Wessels requests by petition that Bartholdus Maan shall be ordered to conform, within four and twenty hours [to the order] dated 16 Sept<sup>r</sup> last. Petitioner was refused his request, until the arrival of Andries Joghimsen.

Allard Anthony requests by petition, that if Pieter Cornelissen van der Veen does not produce his papers against petitioner to day, he shall be excluded from all exceptions and legal provisions as being contumax, and that justice be done on his produced papers according to conclusion. Pieter Cornelissen van der Veen is, for reasons, allowed fourteen days.

Pieter Cornelissen Van der Veen requests by petition delay of some Court days to produce his papers made use of in suit against Allard Anthony. Petitioner is granted fourteen days time, and is ordered then to produce his papers punctually, which were used in the suit against Allard Anthony.

Schepens Pieter Van Couwenhoven and Joannes Van Brugh are hereby ordered by the presiding Burgomaster, to proceed with the Schout to the house of Jurrien Blanck and inform themselves of the declaration made to the Schout abovenamed. Done, Amsterdam in N. Netherland 29<sup>th</sup> Octob<sup>r</sup> 1659.

By order of the presiding Burgomaster of the City aforesaid.

Joannes Nevius, Secretary.

This date 29. Octob<sup>r</sup> 1659 appeared before me Joannes Nevius, Secretary of the Burgomasters and Schepens of the City Amsterdam in N. Netherland, Jacobus Vis, who declares to take in deduction the judgment of the Court of this City dated 28<sup>th</sup> Octob<sup>r</sup> last between him and Andrees de Haas relative to the award, according to compromise and

approbation of parties, of the arbitrators, in presence of the Schepen Cornelis Steenwyck thereunto appointed by the Court.

Conditions and Terms whereupon the Schout, Burgomasters and Treasurer of this City of Amsterdam in New Netherland intend, with the approbation of the Hon<sup>ble</sup> Director General and Council of New Netherland, to farm according to the laudable custom and order of Our Fatherland, to the highest bidder the Burgher Excise of Wines and Beer to be consumed within the jurisdiction of this City of Amsterdam, extending to the Fresh Water: As follows

Whoever shall remain Farmer of said Excise shall receive for excise as well from the Company's as City's Officers, from all Burghers and tavernkeepers for the wines and beer by them to be consumed:

For the anker of brandy, Spanish wine, distilled waters or others of such like value, thirty stivers.

For an anker of French wine fifteen stivers; the hogshead reckoned @ five ankers.

For a tun of strong beer, one guilder. For a tun of small beer, six stivers, larger or small casks in proportion.

The farming shall commence and the excise be paid to the Pachter (farmer) on the first November next, ending on the last Octob. 1660. But he shall receive no more excise than to the date aforementioned inclusive.

The Farmer shall be bound to pay to the Treasurer of this City precisely every quarter of a year a just fourth part of the promised rent in good current pay.

The Farmer shall be bound to keep for the accommodation of the Burghers, an office open during the winter mornings from eight to eleven o'Clock; and in the afternoon from two to five o'Clock; and during the summer mornings from seven to eleven o'Clock and in the afternoon from two to six o'Clock; but no precise time is to be observed for strangers or travellers.

The Farmer shall be bound to give two sufficient securities, under due renunciation for the promised rent.

Whoever offers the highest bid draws a Rix dollar paid by Salomon La Chair on

fl. 1000.

Raised by	Mr. Paulus van de Beek to fl.	1300.
	M <sup>r</sup> . Paulus	1600.
	Willem Doeckles	1700.
	Gerritt Hendricksen	1750.
	M <sup>r</sup> . Paulus	2100.
	J Montagne Junior	2150.
	M <sup>r</sup> . Paulus	2200.
	Gerritt Hendricksen	2250.
	M <sup>r</sup> . Paulus	2300.
	Montagne	2350.
	Gerritt Hendricksen	2600.
	Montagne	2650.
	M <sup>r</sup> . Paulus	2700.

The Rix dollar drawn by Gerrit Hendricksen @ 3000.

One Rix dollar set up; drawn by Montagne @ 3100.

One ditto set up; drawn by M<sup>r</sup>. Paulus @ 3200.

One Beaver set up; drawn by Montague @ 3300.

One ditto set up; drawn by Gerrit Hendricksen @ 3400.

One ditto set up; drawn by M<sup>r</sup>. Paulus @ 3500.

One ditto set up; drawn in again. Farming offered @ fl. 1000 above the bid offered. Mr. Paulus van de Beeck remains Farmer @ fl. 3510. Joannes de la Montagne Junior and Thomas Verdon become his securities as principal under renunciation of the benefit *Ordinis divisionis et excussionis* and known effects thereof, for the payment of the aforesaid thirty five hundred and ten guilders. In testimony and observance are these undersigned by the Farmer and sureties, under bond of their respective persons and goods real and personal, present and future, none excepted, subject to all Courts and judges. Done Amsterdam in N: Netherland 31. Octob: 1659. Was signed Mr. Paulus van der Beeck. Witnesses Joannes la Montagne Junior and the mark of Tomas Verdon.

Lower Stood;—To my knowledge.

Joannes Nevius Secrty.

Tuesday, 4. Novemb<sup>r</sup> 1659. In the City Hall. Present the Heeren Nicasius de Sille, Oloff. Stevenzen Cortlandt, Pieter van Couwenhoven, Jacob Kip, Cornelis Steenwyck.

Isaack Grevera, pltf. v/s Tryn Claas, deft. Pltf. produces in writing his claim, demanding reparation of character from injuries suffered from deft. and that the same shall be corrected, honorably and profitably. The Schout as attorney of deft. requests copy of the demand. The Court order copy to be furnished to the Heer Schout, as guardian.

Jurriaan Blanck, pltf. v/s Isaack Grevera, deft. Pltf. complains that deft. illtreated his little daughter, when coming out of school, whereupon his wife went to deft., who also has treated her more rudely, which he cannot suffer. Deft. denies it altogether, being willing to prove the contrary. Schout Nicasius de Sille as guardian, requests that deft. be heard before Commissioners on certain interrogatories, and report being afterwards rendered, that further proceedings may be duly adopted. Deft. demands copy of the complaint. The Court deny the Schout's demand and order copy of the complaint to be furnished to the deft.

Abraham Lubberzen, pltf. v/s Merritje Dreppers, deft. Both in default.

Gerrit Janzen Roos, pltf. v/s Cornelis Janzen, woodsawyer, deft. Defts. 2<sup>nd</sup> default. Pltf. demands from deft. four schepels of wheat. The Court order deft. to deposit with the Secretary of this City the four skepels of wheat within three times twenty four hours.

Adriaan Vincent, pltf. v/s Marcus de Sousoy and his wife, defts. Pltf. says that defts have stated, he has another wife with four children; will have the same proved. Defts wife says, that she heard it from her husband, who knows it and offers to prove it. The Court order the deft. to prove, according to his offer, that pltf. has another wife with four children.

Marcus de Sousoy, pltf. v/s Tousein Bryel, deft. The Court asks deft., if it be known to him, that Adriaan Vincent has another wife with four children? Answers, that he being for four and twenty years at Amsterdam has heard it so stated. Pltf. says, if the witness here be not sufficient, he will send his wife to Holland to have evidence collected. The Court order pltf. to have the declarations drawn up before a Notary and witnesses.

Jacob van den Bos, pltf. v/s Pieter Pieterzen Menist, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. six guilders for wages. The Court order deft., to deposit the money with the Secretary of this City within three times four and twenty hours.

Jan Rutgerzen, pltf. v/s Pieter the Noorman, deft. Defts- 2<sup>d</sup> default.

Teunis Cray, pltf. v/s Cornelis Hendrickzen, deft. Deft. in default.

Jan Rutgerzen, pltf. v/s Jacob. van den Bos, deft. Pltf. demands from deft. fl. 28., which he owes Roeloff Janzen van Meppelen, transferred to him, according to acte of transfer thereof exhibited to the Court. Deft. says, he does not owe pltf. and has not settled with Roeloff Janzen, having an open a/c. with him. The Court order deft. to produce at the next Court day, what he has against it, on pain of payment.

The Schout Nicasius de Sille demands a fine from Jan Rutgersen for having tapped without license (*sonder spinhuys ceel*). Jan Rutgersen being asked, if he has not taken out a license, answers; No, but that he has let it remain with Gerrit the Farmer. Offers half the fine. The Court condemn Jan Rutgersen to pay the Officer fl. 12: 10. being half the fine, according to his own offer, with costs.

Barent van Loo, pltf. v/s Reindert Janzen van Hoorn, deft. Pltf. demands from the deft. restitution of a gun given him in his yacht going on the expedition to the Esopus, or fl. 22. Deft. says, he has not seen the gun and that he, pltf., must prove it. Demands his day's hire. Pltf. replies, he asked him, if his gun were safe, to which he answered, Yes. Deft. rejoining says, he let the pltf. see several guns in his yacht, but that was not among them and if he can prove that his gun came into the yacht, he will pay. The Court order pltf. to prove that he put his gun in defts. yacht.

Teunis Cray, pltf. v/s Jan Andriessen, deft. Pltf. demands from deft. sixteen guilders. Deft. says, he paid him eight guilders in stone and sent him eight guilders more to his house, but that they would not receive it. Pltf. replies and says, the stone were to be taken for board on condition, that he should give him a dog, which he did, but the boys have killed the dog. The Court order the pltf. to prove, that he agreed for the stone for board.

Teunis Cray, pltf. v/s Cathalyntje, wife of Joresy, deft. Deft. in default.

Jan Snedigh, pltf. v/s Matthys Boon, deft. Pltf. demands from deft. fl. 10. balance of fl. 14, one pair of stockings, one pair of shoes, for his son's wages. Deft's wife appears; produces a written contract, which he

made with the pltf. for the hire of his son, complaining, that pltf. has forcibly taken his son away from him, deft., whilst he is now sick. Pltf. denies it; and says if he can prove that, he will give up all. The Court order the deft. to prove the same.

Jan Snedigh, pltf. v/s Age Bruynsen, deft. Pltf. says, that the deft. has seized his money, being three guilders, in the hands of the farmer on Jacob Hayen's land. Deft. says, had he paid him, it had not happened. Pltf. replying states, that the deft's claim against him concerns also his comrade, and he has paid for him. Deft. rejoining says he agreed for it with him the pltf. The Court order the pltf. and his comrade to give the deft. each thirty stivers.

Tomas Sandersen appears in Court requesting, that the execution of the judgment between him and Pieter Jansen may take its course declaring, that Pieter Jansen had a barrel of a gun to repair at his house and was willing to give it back to him, but he would not take it. Tomas Sandersen was told by the Court, to send for Claes van Elslant, the Court Messenger, and to give him the barrel to hand to Pieter Jansen.

Andries de Haas' wife appears in Court producing the judgment between him and Jacob Vis, with the Court Messenger's return, by which return it appears that Jacobus Vis requests copy of the compromise relative to the arbitration of the question. The Court grants Jacobus Vis copy of the compromise.

Jan Van Seyen's wife appears in Court producing the judgment between her husband and Jan Teunis, requesting the money, which is due them by Jan Teunissen. Whereupon she was informed to go with Claas van Elslant to the Fiscal and take a note from his hand, that the money of the attachment is unpaid.

The Court having considered the question relative to and concerning payment of forty four guilders, which Jan Broersen is owing to Aaltje Bickers, wife of Nicolaas Velthuyzen, and Reindert Jansen Hoorn has accepted to pay for Jan Broersen to Aaltje aforesaid, ask Nicolas Velthuyzen, wherefore he seeks to retain the aforesaid money for a sum, which Reindert Jansen Hoorn owes him? Answering he denies it, saying, that Hoorn aforesaid has requested him thereunto, but he refused saying, the woman has her money from there. Whereupon Reindert Jansen Hoorn being called in appears and acknowledges the same, saying

further, had Aaltje abovementioned treated him kindly and spoken to him for payment, he should have given her the money, still promising to pay her. Which the Court ordered him to do. Nicolaas Velthuyzen is further asked, why he has turned his wife out of the house and why he will not live with her? Answers, he has not done so, but gave her a blow, because she took his money, that he had laid in his chest; saying that he had lost half a quartern to Burgher Joris, and coming into the chest, where he had laid a pound Flemish to get change therefrom, he saw there was money taken from it, and that she removed her bed and her goods by a carman, whilst he was not in the house; being willing to prove that by the next Court day. Aaltje denies to have taken the money from the box, saying there was not so much in it; only thirty stivers received for small beer. Nicolaas Velthuyzen replying says, that she gave her child money to buy one thing or another to eat, as the child would not eat of what was cooked and served up to table, of which they eat, requesting separation from bed and board. Whereupon he is told, that his wife is pregnant by him and the child will require maintenance. He answering thereunto offers to maintain the child when it comes, and to send her home a fat hog of one hundred pounds weight, two skepels of wheat, and one skepel of maize, and then nothing more. Aaltje declares, that he struck her with the tongs in presence of Tomas Wandel and that Burgher Joris was by, when he said,—“Bride for the Devil!” and, “Get out the house.” Nicolaas Velthuyzen is asked, if he cannot resolve to live again in love with his wife? Answers, his inclination and will do not tend that way and has no disposition towards her; therefore cannot resolve thereunto; declaring the same before God and Justice, and submitting himself to the law. Nicolaas Velthuyzen and his wife being heard by the Court, they decide, whereas Nicolaas Velthuyzen cannot resolve to live any more in love with his wife,\* that he shall provisionally supply her with one fat hog, two skepels of wheat and one skepel of maize, according to his own offer for her support, and further disposition shall be made for the maintenance of her and her child. Nicolaas Velthuyzen is further and finally asked, why he has not given satisfaction to the Orphan Chamber regarding the proof of the children's share of his wife's, their mother's property and

\* Velthuyzen m. Aeltie Lubberts, widow, June, 1659, only five months previous to this suit for separation.

inheritance. Answers, Let the Orphan Masters sell the goods and pay the debts and he is then content to divide with the children what may remain, on condition of keeping the oldest child.

Tuesday, 11. Novemb. 1659. In the City Hall. Present the Heeren Nicasius de Sille, Olof Stevensen Cortlandt, Joannes van Brugh, Hendrick Janzen vander Vin, Jacob Kip, Cornelius Steenwyck.

The Schout Nicasius de Sille, pltf. v/s Reinier Gaukes, deft. Deft. in default. The officer demands benefit of the default.

Saartje Pieters, pltf. v/s Willem Pieters, deft. Both in default, whereof deft. is in 2<sup>d</sup> default.

Merritje Boots, pltf. v/s Anneke Pia, deft. Both in default.

Jurriaan Blanck, pltf. v/s Beletje Plettenbergh, deft. Pltf. demands in writing, that deft. be heard on certain questions instituted by him in further explanation of his case in the action of slander against Isaack Grevera. Deft. produces a written declaration, made by her before the Notary Mattheus de Vos and witnesses in explanation of said matter in the behoof of Isaac Grevera. The Schout requests copy of the declaration written by Mattheus de Vos and that the Magistrates be pleased to appoint Commissaries to hear Beletje the deft. on the interrogatories produced by pltf. Beletje entering is heard by the Court on the abovementioned interrogatory, under offer, if necessary and being requested, to confirm her rendered answer to the questions by oath. The Court order copy of declaration and interrogatory to be furnished to party on both sides to answer thereunto.

Tielman van Vleeck, arrestant and pltf. v/s Jacob Flodder, arrested and deft. Deft. in default. Pltf. as att'y of Symon Clazen Turck requests confirmation of arrest and that the same be declared valid. The Court order pltf. to summon the deft. again.

Marcus de Sousoy, pltf. v/s Guiliam Cornely, deft. Deft. in default. The Schout demands copy of the slanders and of all information regarding them. The Court order the pltf. to go to the Schout and request and obtain from him a letter, wherein the Schout Adriaen Hegeman is requested to take the declaration of the above named Cornely relative to the matter whereon he hath summoned him.

Madaleen Jans, pltf. v/s Aafje Leenders, deft. Pltf. demands from

deft. thirty guilders balance of rent remaining due. The Court order the pltf. to get her husbands procuration, or her husband must come himself.

Aafje Leenders requests, that the goods taken last year from her house and brought in deposit of this City may be again taken by her. Whereupon she was informed by the Court, that order should be taken thereupon. The Court resolved to sell said goods and to deposit proceeds thereof with the City.

The Schout requests, inasmuch as the goods brought from Jan Perie's house and removed to the City Hall of this City, have remained there one year and six weeks, that they be sold for the benefit of the creditors or heirs, the proceeds to be brought in deposit of this City, until it shall be determined who is entitled thereto. The Court appoint Pieter Rudolfus and Mr. Jacob Vuges in the presence of the Schepen Cornelis Steenwyck, as curators of the monies proceeding from Jan Perie's goods brought in deposit to the City Hall of this City.

Teunis Tomassen, pltf. v/s Barent Gerrisen, deft. Pltf's wife appears in Court, as he is sick, demanding from deft. fl. 28. 15. according to verbal agreement for and because her son has worked with deft. Deft. admits having taken the boy @ fl. 11. per month, and pocket money every week, but says the boy is still bound to him for another half year; also he has not done, what he was bound to do, for which he was to receive spending money; therefore he does not owe the spending money. Pltf. replies and says, that her husband will have the money for the boy, every week and that he, the deft. said, he will not see the boy at the table. Deft. rejoins and says, that he stated, if the pltf. will have his money every week for the boy, he does not require the boy. Requests, that the boy serve out his time, promising to pay him. The Court order the pltf. to let her boy serve out his time according to agreement, on condition that he be paid according to agreement.

Jan Smedingh appears in Court demanding of Matthys Boon payment of fl. 10. balance of fourteen guilders, inasmuch as according to order of the Court issued on 4<sup>th</sup> Nov<sup>r</sup> last he remains in default of proof, that he has not taken away the boy from him by force. The Court order Matthys Boon again for the 2<sup>d</sup> time to bring in his proof by the next Court day, on pain of nonsuit.

Tuesday, 18. Nov. 1659. In the City Hall. Present the Heeren Nicasius de Sille, Marten Cregier, Olof Stevenzen Cortland, Pieter van Couwenhoven, Joannes van Brugh, Hendrick Janzen van der Vin, Jacob Kip, Cornelis Steenwyck.

Schout Nicasius de Sille, pltf. v/s Reinier Gaukes, deft., says, that about twelve days ago the deft. used great violence at the house of Clery Aart; abused the widow as a bawd and the daughter as a whore and struck Hendrick Pietersen, who strove with gentleness to get him out the house; also Jan Gillesen Koeck, wherefore Mr. Paulus Leendertsen van der Grift has had him removed. Requests the fine and something at the discretion of the Judges, for the Poor. Deft. says he knows nothing about it, as he was drunk. The pltf. is asked, if he have proof? Answers, he can prove by Mr. Paulus Leendersen van der Grift, who has caused him to be called; and if need require declarations enough can be had, but then more costs shall be incurred.

Reinier Gaukes appearing in Court, is asked, if he be well aware, that he struck *Kint in 't Water* and the bell ringer? Answers, he knows nothing of it; does *not* deny, that he has *not* struck and that the officer must prove it. The Court order the officer to bring in proof at the next Court day.

The Schout, Nicasius de Sille, pltf. v/s Pieter van de Water, deft. Deft. in default. The pltf. produces in writing his demand against the deft. and says, that the father excepts to the minority of the deft. The Court order the officer to summon the father and son against the next Court day.

Schepen Hendrick Jansen van der Vin, pltf. v/s Margriet Meyeringh, deft., says, he has attached with consent of the Burgomaster, the deft's money in the hands of Mr. Paulus Leendersen. Requests, that the arrest be declared valid and that she, deft., be ordered to pay him. Deft. exhibits pltf's a/c saying, whether he does not recollect that she gave him four beavers and sold him the cushions for five gl. in zeawant, and proposing various other things to him. The Court refer the matter in question to Joannes de Peister and Jacob Strycker to examine the a/c and to reconcile parties if possible; if not to report to the Court.

Jurriaan Blanck, pltf. in reconvention and deft. in convention, v/s Isaack Grevera, deft. Pltf. produces in writing his demand in reconven-

tion \* to the answer of convention, concluding that deft. must swear on five articles presented by him, otherwise that he be not received, and in order to deny the defts. demand and conclusion he will accuse the defts. wife. Deft. demands copy. The Court order copy to be furnished to party, to answer thereunto at the next Court day.

Geertje Hoppe, pltf., v/s Arent Jurriaansen Lantsman, deft., demands from deft. fl. 60. Deft. says he could have paid pltf., but cannot do so now. Admits the debt. The Court order deft. to pay the pltf.

Saartje Pieters, pltf. v/s Willem Pieterzen, deft. Pltf. demands, that deft. shall place in her hands the obligation executed by her husband in favor of Patervaar, producing the written report of the arbitrators appointed by the Court dated 16 Sept<sup>r</sup> last. Deft. demands payment of the obligation. Pltf. replies, that the monies were some years ago attached in her hands, whereby she could not pay, and whereas some money has been lifted by M<sup>r</sup> Jacob Hendricks Varrevanger under bail on a claim against Patervaar, the pltf. is ordered by the Court to bring without delay the remainder of the money, according to obligation, into consignment of this City's Secretary.

Tielman van Vleeck, pltf. v/s Jan Hendrickzen Coopal, deft. Pltf. as attorney of the General Petrus Stuyvesant concludes, that deft. shall be condemned according to conveyance and a/c. to pay the remaining fl. 68. 6. arising from grain and cash from Jacob Schellinger with costs, whereas he, on application, gave for answer, he has paid; of which there is no proof. Deft. requests, that two arbitrators be appointed, who shall examine what is paid thereupon, offering to satisfy what is wanting—whereunto were appointed by the Court Govert Lookermans and Lieutenant Daniel Litscho.

Skipper Jacob Janzen Huys and Lauwerens Andriesen, pltf. v/s Salomon Hanzén, deft. Pltf. Jacob Janzen demands from deft. three hundred guilders, balance of an obligation dated 20<sup>th</sup> August 1659. Deft. says, he designs to pay, provided he were away from the Colonie Nieuwer Amstel; saying, he has no money but goods. Pltf. Lauwerens Andriesen to whom the monies must be paid says he is content therewith, on condition of being delivered at prices current. The Court order deft. according to his last promise made before the Court on the 16 Sept<sup>r</sup> last, to pay

\* See Note vol. I., p. 116.

Loockermans, and not after a lapse of several years), he is bound to execute a discharge for him, the deft. Pieter Cornelissen van der Veen, in due form and parties are condemned each in their own costs. Done in Court of Burgomasters and Schepens (absent Olof Stevensen Cortlant, Pieter van Couwenhoven and Joannes van Brugh.) at the City Hall dated as above.

Tuesday, the 25<sup>th</sup> Nov<sup>r</sup> 1659. In the City Hall. Present the Heeren Nicasius de Sille, Marten Cregier, Olof Stevenzen van Cortlandt, Pieter van Couwenhoven, Joannes van Brugh, Hendrick Janzen vander Vin, Jacob Kip.

Schout Nicasius de Sille, pltf. v/s Walewyn van der Veen and Pieter van de Water, defts. Deft. Pieter van de Water in 2<sup>d</sup> default. The pltf. rendering his demand in writing, requires from deft. Pieter van de Water, or from the father, Walewyn van der Veen, as he says his son is a minor, the fine for having shot at partridges and wounded a person near the Fort within this City, contrary to the Placard of the year 1652; and in addition the gun or the value thereof: also as he has violated the Sabbath, the fine thereon according to Placard. Deft. Walewyn van der Veen demands copy. The Court order copy to be furnished to party to answer thereunto at the next Court day.

Maria Boot, pltf. v/s Anneke Pia, deft. Pltf. demands in writing from the deft. fourteen guilders balance on one anker of brandy, three gl. in apples and three guilders due for a cloth, with costs. Defts. husband appears with her in Court delivering into and demanding from the pltf. fl. 10. for delivered brandy and disbursed money, also for four days work, that his daughter was cleaning at the pltf's. The Court refer the matter to Joannes van der Meulen and Jan Jansen van Breeste, arbitrators to decide their dispute, and if possible to reconcile them; otherwise to report their action to the Court.

Cornelis Pluyvier, pltf. v/s Cornelis Janzen, woodsawyer, deft. Deft. in 2<sup>d</sup> default. Pltf. demands from deft. fl. 47. 2 according to a/c furnished him. The Court order the deft. to deposit the monies within eight days with the Secretary of this City.

Paulus Heimans, pltf. v/s Cornelis Janzen, woodsawyer, deft. Deft. in default.

Paulus van de Beeck, pltf. v/s Pieter van Haalen, deft. Deft. in default.

Paulus van de Beeck, pltf. v/s Tomas Swartwout, deft. Deft. in default.

Joannes Nevius, pltf. v/s Joannes Vervelen, deft. Pltf. in quality as Vendu Master demands payment of the first instalment of the lot sold by execution, as the time is expired by deed of sale. Deft. admits the purchase according to condition; excepts, that the building belongs to him as it was sold according to the inventory and agreement. Pltf. replies, that deft. is misled by Cornelis Barentsen and the building of the house does not appear in the conditions. The Court decide, that by the inventory the woodwork was understood, and by the agreement, the size of the lot; and consequently the deft. is condemned to pay the first instalment which is due.

Joannes Vervelen, pltf. v/s Joost Goderus, deft. Deft. in default.

Hendrick Janzen, the farmer, pltf. v/s Aafje Leenders, deft. Pltf's wife appears in Court demanding fl. 30. from the deft. balance of rent with costs. Deft. admits the debt; says has nothing and cannot pay. The W. Court order the deft. to pay the pltf.

Tomas Mareschal, pltf. v/s Jan Janzen van de Lange Straat, deft. Both in default.

Asser Levy, pltf. v/s Hermen Barenzen, deft. Both in default.

Daniel Tourneur, pltf. v/s Metje Wessels and Jan Gerrisen van Buitenhuis, defts. Pltf. says, that deft. Metje Wessels has killed a hog without notifying the Farmer thereof. The Schout says, that deft. Metje Wessels has killed a hog without an excise license, but excuses her, as she says, she sent her daughter to the Farmer to give notice of the hog, but she could not find him. Deft. Metje Wessels answers, that she instructed her daughter to pay the excise on the hog but could not find the farmer and that she should have entered it as worth fl. 20. Pltf. says, that deft's daughter was with him and that he went with her to deft's house and saw, that the hog was already killed and was begun to be cleaned, before they designed notifying him. Deft. Metje Wessels rejoining says, she will prove, that she was willing to give notice of the hog before it was killed. The Court order the deft. Metje Wessels to prove, by the next Court day, that she had sent her daughter to the Farmer, before she let the hog be killed.

according to obligation, or in goods on a valuation of appraisers to be selected on both sides.

Cornelis Pluyvier, pltf. v/s Cornelis Janzen, woodsawyer, deft. Pltf. demands from deft. fl. 47. 7. Deft's wife appears in Court, who is informed by the Court, that her husband must himself appear.

Claas Pieterzen Cos, pltf. v/s Geurt Coerten, deft. Both in default.

Hendrick Loof, pltf. v/s Wernaer Wessels, deft. Deft. in default.

Styntje Hermes, pltf. v/s Maria Boot, deft. Pltf. demands from deft. a swadling cloth placed with deft. for pork; says she gave eight guilders for the cloth. Deft. says, she gave the cloth to Anna Pia to take care of it, who using the same let it be burnt. Deft. was ordered by the Court to return the cloth back to the pltf. the same as she got it, or the value thereof.

Hendrick van Dyck appears in Court producing the judgment against Gerrit Hendrick van Harderwyck and as he cannot get any pay, though he has caused service of notice, summons and renewal; requests means of justice. The Court order the Bailiff to levy execution immediately.

Andrees de Haas appears in Court requesting fulfillment of the judgment against Jacob Vis dated 28<sup>th</sup> Octob<sup>r</sup> last on award of arbitrators. The Court order Bailiff to levy execution on these.

Juffrouw Wessels appearing in Court says, she has attached some goods for the behoof of Jan Janzen Vereen (Verus?) in the hands of Timotheus de Gabry, requesting the arrest to be declared valid. The Court declares the attachment valid.

Hendrick Janzen Spiers requests by petition, that Aafie Leenders shall be ordered to pay him 30 gl. balance of rent. Apostille:—Petitioner is ordered to summon Aafie Leenders for the next Court day.

Pieter Rudolfus appears in Court producing two judgments, one against Lodowyck Pos and the other against Frerick Aarsen; requesting an order authorizing the Bailiff. The Court order the Bailiff to put both in execution.

Schepen Cornelis Steenwyck requests an order on the Treasurer for the sum of three hundred guilders in deduction of his claim. Burgo-masters and Schepens grant the petitioners request, and the order on the Treasurer shall be furnished him.

Tuesday the 18<sup>th</sup> Nov<sup>r</sup> 1659. In the afternoon at the City Hall. Present the Heeren Marten Cregier, Olof Stevenzen Cortlandt, Joannes van Brugh, Hendrick Janzen vander Vin, Jacob Kip, Cornelis Steenywck.

On the perusal of the papers used in the suit between Allard Anthony and Pieter Cornelissen van der Veen, Schepen Joannes van Brugh retires from the Court, as well because the drum beat and his company has the watch, as principally because Pieter Cornelissen van der Veen is his nephew.

Reindert Janzen Hoorn requests by petition, that he might attach the galliot named *Nieuwer Amstel* for a claim for provisions contracted for by Alexander D'injossa, which he has against the Colony of New Amstel. Serves as apostille:—The attachment is not allowed for weighty reasons.

Burgomaster Olof Stevenzen Cortlant retires from Court as the matter in suit between Allard Anthony and Pieter Cornelissen van der Veen is progressing and the abovenamed Pieter Cornelissen van der Veen is his nephew by marriage.\*

Burgomasters and Schepens having considered, read, re-read and examined the papers, documents and pieces used on both sides in the suit between Allard Anthony, pltf., on and against Pieter Cornelissen vander Veen, deft., wherein the pltf. concludes, that deft. shall be condemned to render him a/c., proof and reliqua of the administration of the goods given him in the year 1653, at his departure for Holland, according to inventory and procuration thereof: Against which the deft. concludes he is not bound inasmuch, as pltf. some years since has taken away all his father in law's books, writings and papers, as his substitute. Pondering over what may be material the Court decide, that the deft. Pieter Cornelissen van der Veen shall be held, to make good all that the pltf. Allard Anthony finds short in resuming the goods, books and obligations of Govert Loockermans, and if he, the deft., has any claim he can speak to the abovenamed Govert Loockermans, his substitute, about it; but if he, the pltf., cannot prove to have received any thing short, (which must appear by inventory that must have been made out in the first instance on the assumption of the goods, books and debts of the abovenamed Govert

\* Oloff Stevensen van Cortlandt had married, February 26, 1642, Anneke Loockermans, supposed to have been a sister of Govert Loockermans. Van der Veen had married, January 7, 1652, Elsie Tymens, step-daughter of Govert, and thus became van Cortlandt's nephew by marriage. This Elsie m. as second husband Jacob Leisler.—B. F.

arrested Reintje Pieters to depart demanding from Lauwerens Lauwerens statement of the a/c conveyed to him by Jan Ariaansen exhibited to the Court. Deft. says, that he does not owe a stiver to Jan Ariaansen and has overpaid him. The Court order copy of the a/c conveyed to the pltf. by Jan Ariaansen to be furnished to the deft. and deft. is ordered to prove, that he paid Jan Ariaansen and in default thereof to render pltf. proper a/c.

Cornelis Pluyvier, pltf. v/s Cornelis Janzen, woodsawyer, deft. Pltf. produces the judgment pronounced against deft. at the last Court day demanding payment from the deft. or requests that the judgment be put in execution. Deft. admits the debt and says, he has nothing. The Court order the Bailiff to levy execution herein, with costs.

Paulus Heimans, pltf. v/s Cornelis Janzen, woodsawyer, deft. Pltf. demands from deft. fl. 135. and in addition fl. 6. requesting payment. Deft. admits the fl. 135, but knows nothing of the fl. 6. Says, he has no money. The W. Court order deft. to pay pltf. the hundred and thirty five guilders.

Joannes Vervelen, pltf. v/s Joost Goderus, deft. Defts 2<sup>nd</sup> default. Pltf. demands from deft. balance of fl. 89 according to obligation with interest and costs. The Court order pltf. to summon deft. once again.

Cornelis Janzen, woodsawyer, pltf. v/s Raghel van Tienhoven, deft. Pltf. demands from deft. seventy nine guilders balance of 17 days work @ fl. 8 per day with their two men saying, he had paid his comrade. Deft. produces an extract from her husband's book, also her husband's book, whereby she will prove, that the pltf. is paid. Which being read to the pltf., he denies the whole, except one item of fl. 58, saying he received only fl. 57. The Court having examined the matter and that the a/c refers to the sawyers and not exclusively to the deft., refer the matter in dispute to Sieur Joannes de Peister and Frans Jansen van Hooghten to decide the same in the presence of Schepen Pieter van Couwenhoven, and if possible to reconcile parties, if not to report to the Court.

Paulus van de Beeck, pltf. v/s Pieter van Haalen, deft. Pltf. demands from deft. half a year's rent deducting what has been done thereon by deft. Deft. admits the debt; requests a month's delay. The W. Court order deft. to pay pltf. with costs.

Jacobus Vis, pltf. v/s Mighiel Paulusen, deft. Pltf. producing an

extract from the Minutes dated 23 Sept<sup>r</sup> 1659 requests fulfillment of the contract made with deft. Deft. says, he has satisfied the pltf. for the goods sold, except a parcel of seawant retained by him to trade for beavers. Pltf. replies and says, that deft. obstructs his hold with goods. Deft. rejoins, he keeps the goods by him in the hope of profit. The Court order the deft. to satisfy the pltf. or give security in regard, that he promised to bring back the goods.

Eghbert Meinderzen, pltf. v/s Jacob Steendam, deft. Deft. in default. The Schout requests, that the attachment, which he issued against deft's meat, be declared valid. The W. Court declare the attachment valid.

Jan Rutgerzen, pltf. v/s Jacob van den Bos. Deft. in default.

Jan Rutgerzen, pltf. v/s Gerrit Hendricksen, deft. Deft. in default.

Burger Jorisen, pltf. v/s Hans Vos, deft. Pltf. demands from deft. fulfillment of the contract made with him relative to hire of his bouwerie,\* and provisionally his cattle from the bouwerie in these dangerous times, as the deft. has no fodder for the cattle. But should he, deft., give him security for his cattle, then he will leave them to him, and let him bring back the grain, which he took from the bouwerie. Deft. demands time to answer till the next Court day. The Court grant the deft. eight days time to answer and order him to put in bail for the judgment.

Pieter Janzen, pltf. v/s Jacob van den Bos, deft. Deft. in default.

Beletje Jacobz, pltf. v/s Barent Gerrisen, deft. Deft. in default.

Bruyn, the mason, pltf. v/s Hendrick Janzen, deft. Parties request, that the Court may appoint two arbitrators to inspect the work, which the pltf. did for deft. in building his deft's cellar, and to value the same. Whereunto were selected by the Court Paulus Leendersten van der Grift and Govert Loockermans to make ocular inspection of the work, and to estimate the same and if possible to reconcile parties; if not to report to the Court.

Balthazar de Haart, pltf. v/s Pieter Rudolfus, deft. Pltf. demands from deft. fl. 448. for eight hhds of vinegar @ 7 beavers per hhd. with interest according to a/c exhibited in Court. Deft. says, he bought vinegar from the pltf. and found it was rusty, whereupon he asked him, if there was older cider? To which he answered, No, saying he had two

\* At Mespath Kil, Newtown, L. I.

hhds of cider, but sold them to an Englishman; and that he bought genuine goods from him, but he delivered him counterfeit. Pltf. denies it and says, that he, the deft., had spoken to him of it long after the date, he sold the vinegar, as it was, and the deft. said, he wished to make it good. The Court order deft. to prove, that the pltf. had sold him wine vinegar and that he found it to be cider, and the pltf. was then ordered to take the vinegar back. If he cannot prove it, then deft. is ordered to satisfy and pay the pltf.

Tryn van Campen, pltf. v/s Cornelis Hendricksen, deft. Pltf. says he hath attached money of the defts. in the hands of Jan Hansen van de Lange Straat, for a claim of fl. 22. 10. balance of an obligation for the sum of fl. 50. 10. with costs, prosecuting the attachment. Deft. says, he paid fl. 30, so that there remain but fl. 20. 10. according to a/c exhibited to Court. Will pay the half now and the remainder over two months. The Court order the deft. to pay the pltf. with costs and the attachment remains so long valid in the meantime.

Jan Snedingh, pltf. v/s Matthys Boon, deft. Pltf. produces an extract from the Minutes, from which it appears that deft. is ordered to prove, that pltf. took away by force his boy, hired to him. Deft. says he can prove it by a man, who is in the Esopus—that the other, who knew it, is dead. The Court order the deft. to satisfy the pltf., as he has failed to prove according to the last rendered judgment.

Tuesday, 9<sup>th</sup> Decemb<sup>r</sup> 1659. In the City Hall. Present the Heeren Nicasius de Sille, Marten Cregier, Olof Stevenzen Cortlant, Joannes van Brugh, Hendrick Janzen vander Vin, Jacob Kip, Cornelis Steenwyck.

Schout Nicasius de Sille, pltf. v/s Aris Otté, deft. Pltf. demands from deft. the fine for and because, he has tapped on the sword of one Hendrick van der Waal contrary to the Placard, that there should not be any tapping on pledges; and in addition something for the poor. Deft. denies it, saying the sword was brought to his house after the watch, but not that there should be tapping on it, and that he was not in the house when they brought it there. The Under Sheriff, Resolved Waldron, appears in Court, on the request of the Schout declaring that the deft. told Van der Waal, he could not get back the sword, until he first paid the three cans of wine, which were tapp<sup>d</sup> thereupon. Which is also denied

by the deft. The Court order the Officer to prove, that the deft. has tapped on the sword.

Schout Nicasius de Sille, pltf. v/s Broer Janzen, deft. Deft. in default. The pltf. demands benefit of the default.

Samuel Etsal, pltf. v/s Tomas Teiler, deft. Pltf. complains, that the deft., his servant man, did nothing, while he was out, and having spoken to him about it, he gave for answer, he had done as much as others. Requests, that he shall comply with the contract made with him and conduct himself as a good servant ought. Deft. denies, that a contract was made. Pltf. shews it, saying, that whilst his wife was out, deft. took a contract, he made with his boy out of the chest, presuming that it was the contract, which he had made with him; requesting to have the same back. Deft. denies having taken a contract out of the chest and says that the pltf. does not know his trade and therefore cannot teach him. The Court having heard parties order them on both sides to conform to and fulfill the contract made with each other.

Mighiel Paulusen, pltf. v/s Hendrick Pietersen, deft. Pltf. says, he sold deft. a foal for eight beavers or four tuns of beer; demanding payment. Deft. says, he paid him in beer through Jacobus Vis. Pltf. replies and says, he must pay for the beer himself to Jacobus Vis. Whereas the question has been at issue for a year between Jacobus Vis and the deft. before this Court and judgment has been pronounced in date 17<sup>th</sup> Dec. 1658, the Court confirms it.

Hendrick Pietersen, pltf. v/s Jacobus Vis, deft. Deft. in default. Pltf. demands payment of costs.

Dirck Smitt, pltf. v/s Nicolaas Meyer, deft. Pltf. says, that deft. has attached in his yacht 74 planks belonging to him and received in payment from the Noorman at Fort Orange. Deft. says, that the planks, which he has in his yacht, belong to him as they were sent to him, exhibiting to this effect a letter written to him. Pltf. replies, that he has proof, the 74 planks belong to him; therefore he was ordered to draw the same, which he did. Cornelis Vermeulen and Hendrick Spaniard appear as witnesses of Dirck Smitt in Court and the abovenamed Hendrick declares, that he was present when one Noorman offered the payment to Dirck Smitt; the above named Cornelis Vermeulen also declares, that he knows the 74 planks to belong to Dirck Smitt. Deft. demands, that they con-

firm their declaration on oath. The aforesaid witnesses being called in, they were asked if they will confirm their declarations by oath? Answer, Yes. Whereas the witnesses offer to swear, that Dirck Smitt has received the 74 planks for his a/c from the Noorman in payment, which planks were shipped, the attachment is dismissed and the deft. is ordered to allow the remaining planks to be taken from the yacht.

Andries Clazen, pltf. v/s Jan Everzen Bout, deft. Pltf. says, that deft. cut two holes with the tongs in his little daughter's head, in service with him about three weeks ago. Deft. answers, that it is a stiffnecked thing and will not listen to what is said to her, and thro' hastiness flung the tongs after her, but not with a view to injure her, as it occurred unintentionally. Pltf. replies, she lay abed some days. The Schout, as guardian of the peace, demands the fine, payment of surgeon's fees and the pain, and that Mr. Hans [Kierstede] may be heard before Commissioners relative to the wound. The Court order Andrees Clazen to get a declaration from M<sup>r</sup> Hans regarding the wound and exhibit the same to the Court at the next Court day.

Pieter Janzen, mason, pltf. v/s Jacob van den Bos, deft. Pltf. in default.

Jan Rutgersen, pltf. v/s Jacob van den Bos, deft. Pltf. demands from deft. fl. 30. 15. with costs included therein. Deft. says he does not owe pltf. one stiver. Pltf. replies and says, that he obtained the debt by conveyance from Roeloff Janzen van Meppel, exhibiting the same, and that it arises from a canoe. The Court order deft. to restore the canoe or to satisfy him the pltf. without delay.

Hans Dreper, pltf. v/s Claas Pieterzen Cos, deft. Deft. in default.

Cornelis Janzen, woodsawyer, pltf. v/s Raghel van Tienhoven, deft. Pltf. demands from deft. fl. 79. balance of fl. 136. for 17 days wages with his two helpers @ fl. 4 each per day. Deft. says, that he bought out his comrade for fl. 20. and requests, that the Notary Mattheus de Vos may come in; who appearing says, as it is found by the deft's husbands book, what is paid to sawyers and he pltf. cannot prove, that there were other sawyers than he and his mate, he concludes, that pltf's demand shall be dismissed as by absence or death the a/cs or books, left behind, merit belief as such are confirmed by death. Pltf. is asked where is his mate? Answers in the Fort. Who being brought declares that he sawed for

Cornelis van Tienhoven with Cornelis Jansen, but that he has been paid by Cornelis Jansen fl. 20. saying further that, Cornelis Jansen had summoned Tienhoven before the Council, but they had agreed together at Oloff Stevensen's, who being asked declares, he has some knowledge of it; and Cornelis Tysen further declares, that no other sawyers, than they both had sawed for Tienhoven. Cornelis Janzen called in, is told, that he shall have to confirm by oath, that the debt is honestly due him and that no payment has been received by him or for his sake; and that he has to think well of what an oath is; and should he take a false oath his soul will be damn'd; and eight days more were given him to that purpose.

Simon Hermzen Cort, pltf. v/s Bruyn the mason, deft. Deft. in default.

Frerick Aarzen, pltf. v/s Jan Eraat, deft. Pltf. producing in writing his demand requests, that deft. shall be condemned to repair honorably and profitably the injuries done to his wife. Deft. produces a certain letter purporting that some ells of linen were given to pltf's wife to be handed him, which he did not receive. Requests to know, where the same remain. Pltf. is asked, whether his wife has received the linen? Answers, she rec<sup>d</sup> 10½ ells of linen, but says, knows nothing of it. The Court order the pltf., that his wife must appear in person on the next Court day bringing, if she can, with her proof, that she gave the linen to some person at Fort Orange.

Maria Peeck, pltf. v/s Cornelis Janzen Clopper, deft. Deft. in default.

Styntje Hermes requests, that the Bailiff shall proceed with the execution of the judgment between her and Jacob van Couwenhoven. The Court order the Bailiff to proceed with the execution.

On the petition of Andries de Haas it is ordered: The petitioner has to regulate himself according to the writ of appeal.

Pieter Rudolfus appearing requests, that action be taken on the proof handed in by him according to the order of the last Court day. Whereunto was answered that it shall be done. The Court order copy of proof to be furnished to party to answer thereunto at the next Court day. M<sup>r</sup> Balthus requests copy of proof given in by Pieter Rudolfus; which is granted him by the Court.

Burger Jorisen appears in Court exhibiting the return of Claas van

Elsant the younger, Court Messenger, on the notice served by him on Hans Vos of the judgment of the Court of this City dated 2<sup>d</sup> of this month ult<sup>o</sup>, who gave for answer—I give back to Burger Jorisen, from this day, his bouwerie; he may do with it, what he can, and we can take two arbitrators, who [shall settle] our differences. Requests, therefore, to enjoy his own. The Court refer the matter to Mighiel Jansen and Thomas Hal to decide in the presence of a third to be chosen by them, if necessary, the question between him and Hans Vos, and to reconcile parties if possible; if not to report to the Court.

Hans Vos appears in Court, requests to know what reason Burgher Joris has to seize his grain? Is answered, that it is disposed of.

The Schout, Nicasius de Sille, requests by petition divorce and separation of marriage, in such manner as the laws allow, between him and his wife Catharina Croegers on account of her unbecoming and careless life, both by her wasting of property without his knowledge, as by her public habitual drunkenness. Apostille—Regard being had to the quality of the petitioner, he is referred to the Director Gen'l and Council.

The Schout Nicasius de Sille appears in Court stating, that his wife being drunk on last Sunday eight days, he appointed some person to watch, if she should put something out of the house; says that one of his children told him, she saw her push some goods to Jacobus Vis in going out of the house, who has informed him of it, and that it was some papers. Whereupon he said to Vis, that he should seal it apart in a paper, for if any thing were missed, it should be charged to him; declaring to have issued an attachment against such papers in his hands, and requests it may be declared valid. The Court declare the same valid.

On the rejoinder in convention and reply in reconvention of Jurriaan Blanck against Isaacq Grevera, is ordered, copy to be furnished to party to rejoin to the reply in reconvention.

Mr. Isaack Allarton the younger appears in Court requesting, that the Court may appoint curators to the residuary estate in this country, of his father dec<sup>d</sup>, and regarding the papers remaining at New Haven in the hands of the Court there, requests that they be written to, to send the same here. The Court appoint as curators Paulus Leenderzen van der Grift, Govert Loockermans, M<sup>r</sup> Jan Lauwerens and M<sup>r</sup> George Wolsy.

The Court having communicated to Mr. Nicasius de Sille the answer

of Walewyn van der Veen to his demand, he answers in reply, persisting by his entered demand dated 25<sup>th</sup> November last. The Court order copy hereof to be furnished to party, to answer thereunto at the next Court day.

Tuesday 16<sup>th</sup> Decemb<sup>r</sup> 1659. In the City Hall. Present the Heeren Nicasius de Sille, Marten Cregier, Olof Stevensen Cortlant, Joannes van Brugh, Hendrick Janzen van der Vin, Jacob Kip, Cornelis Steenwyck.

The Under Sheriff Resolveert Waldron, pltf. v/s Romein Servein, deft. Pltf. says, deft. was found one Sunday riding with his car on the strand; also whilst driving his car was sitting on his car; demanding the fine for both. Deft. denies it not. The Court condemn the deft. to pay twelve guilders to the Officer.

The Schout requests both for himself and for the Under Schout, that they may seize the cart whenever they find any carters sitting riding on their carts along the streets. The Court grant the Schouts request.

The Under Schout, Resolveert Waldron, pltf. v/s Tomas Verdon, deft. Pltf. says, that he found the deft. sitting on his cart whilst riding along the street; demanding the fine, according to placard. Deft. says, he sat on the cart, whilst riding through the mud, and until he should have time to drive up to the hill. Pltf. replies and says, that he saw him sitting riding on the cart along side of the Weighscales. Deft. answers it was opposite the scales. The Court condemn the deft. in a fine of six guilders, because driving on the street he remained seated on the cart.

Schepen Cornelis Steenwyck, pltf. v/s Marry Peeck, deft. Deft. in default. The pltf. says, he attached some monies belonging to her on a claim of fl. 143. 18. according to obligation dated 3<sup>d</sup> Sept<sup>r</sup> 1658 requesting the attachment to be declared valid. The Court declare the attachment valid.

Maria Peeck, pltf. v/s Cornelis Janzen Clopper, deft. Both in default.

Cornelis Janzen Clopper, pltf. v/s Abraham Janzen, deft. Both in default.

Cornelis Pluyvier, pltf. v/s Josep Waldron, deft. Pltf. in default.

Hendrick Pieterzen, pltf. v/s Jacobus Vis, deft. Pltf. says, he has paid deft. for the horse bought from Mighiel Paulusen the sum of fl. 88. and requests release from any demand by Mighiel Paulusen. Deft. ad-

mits having received the money. The Court order the deft. to receive the money brought in consignment and to free Hendrick Pietersen from the demand of Mighiel Paulusen, according to previous judgment dated 17 December 1658.

Govert Loockermans, pltf. v/s Barent Cruytdop, deft. Pltf. says, he has attached two hundred and twenty five guilders of the defts. in the hands of the Vendu Master Cornelis van Ruyven, requesting, that the attachment be declared valid, and that the Bailiff may proceed with execution on the judgment exhibited against the deft. Deft. requests, that he may agree with the pltf. taking two arbitrators for this purpose. The Court order the Bailiff to proceed with the execution.

Paulus Leenderzen van der Grift, Govert Loockermans, George Wol-sy and Jan Lauwerens appear in Court and are informed by the Court of the request of Isaacq Allerton the younger, that the Magistrates here should appoint some curators, who might regulate the estate of his deceased father here and that they are chosen thereunto by the Court and sent for here to know, if they will be pleased to accept it.

Paulus Leenderzen van der Grift says, that there are a great many bad debts here and that those of New Haven might take the best debts to themselves, sending the creditors to them; whereunto was answered, that the Magistrates shall be written to and requested to send the books, papers and a/cs concerning this place and to communicate with each other; arranging also together for any trouble that may attend it. Whereupon they were told to draw their fees of office; finally they accept the same after much conversation.

Joannes Vervelen, pltf. v/s Joost Goderus, deft. Pltf. demands from deft. balance of fl. 89. according to obligation dated 14 September 1651 and due anno 1652 on the departure of the ships to Holland with interest thereof and costs. Deft's wife appearing in Court exhibits certain a/c of 26 gl. 10 stiv., which Jacobus Vis had accepted in payment of the afore-said obligation, saying the same must be deducted on the fl. 89 and that her husband offered the pltf., when he was at their house yesterday, some elk hides, which he would not accept. The Court order deft. to pay the pltf. according to obligation what remains due thereon, on condition of deducting the a/c exhibited to Court.

Joannes de Peister appears in Court exhibiting the judgment against

Wernaer Wessels, and requests, that the Bailiff may be authorized to proceed with the execution. The Court order the Bailiff to proceed with the execution.

Hans Dreper, pltf. v/s Pieter Janzen, mason, deft. Defts. 2<sup>nd</sup> default. Pltf. demands from the deft. fl. 64. 11. according to judgment, and demands execution; whereupon it is ordered to notify him once more.

Claas Gangelofzen Visser, pltf. v/s Nicolaes Velthuyzen, deft. Deft. in default.

Grietje Aarens, pltf. v/s John Eraat, deft. Deft. is at the Esopus. Pltf. is informed, that deft. demands linen from her, whereunto she answers, that she demands, what she hands in, in writing; and whereas party is not present the matter is postponed till his arrival.

Jan Rutgersen, pltf. v/s Barber Philipzen, deft. Pltf. demands from deft. fl. 6: 7. Deft. admits the debt exhibiting an a/c of what is due her from his son, which he promised her to pay. The Court order deft. to pay the pltf.

Symon Hermzen Cort, pltf. v/s Bruyn the mason, deft. Deft's 2<sup>d</sup> default. Pltf's wife appears in Court demanding 14 gl. from deft. for drink. The Court order deft. to deposit the money with the Secretary of this City within twenty four hours.

Egbert Wouterzen, pltf. v/s Dirck Claazen, deft. Pltf. demands from deft. the sum of fl. 1361. balance of the purchase of land \* and cattle according to contract. Deft. acknowledges the debt and says he will willingly pay as soon as he can. The Court order the deft. to pay the pltf. the fl. 1361. according to contract.

Jan Smedingh, pltf. v/s Moenes the Swede, deft. Deft. in default.

Pieter Hermzen, pltf. v/s Frans Bloetgoet, deft. Deft. in default.

Arent Jurriaanzen Lansman, pltf. v/s Frerick Hendrickzen, deft. and Cornelis Gerlof and Merten, silversmith. Deft. in default.

Dirck Mighielsen, pltf. v/s Stoffel de Waart, deft. Deft. in default.

Andrees Clazen, pltf. v/s Jan Everzen, deft. Pltf. appears with his little daughter wounded by the deft. exhibiting the wound to the Court. Deft's wife appears in Court; says her husband flung the tongs at the

\* On the West side of the Hudson, immediately South of Comunipaw, and now known as Raccocus in the corporate limits of Jersey City. See *Winfeld*, Hist. of Land Titles in Hudson Co., N. J., p. 56, also map of Bergen, Lot 16.

child's head, but not with the intent to hurt her, and that it was of very little consequence. The little girl declared to the Court the reason, why it happened. The Court having heard parties, also the declaration of the little daughter and having seen the wound, condemn the deft. to pay the surgeon's bill and for the injury fl. 20. and fl. 10 fine to the officer.

Burger Joris' wife appears in Court requesting, that nothing be done before next Court day by the Bench relative to the award of the arbitrators in the case betwixt her husband and Hans Vos; demanding copy of the award then to answer thereunto. The Court order copy of the award to be furnished to party to answer thereunto at the next Court day.

Stoffel Eduwaart's wife appears in Court requesting payment of hire of her boat and wages for her husband, who was away with Josep Waldron to the North to look after his son, who had ran away with Cornelis Willemsen, carpenter; also the boat taken away by said Cornelis from Schepen Hendrick Jansen van der Vin—producing to this effect certain account to the sum of fl. 32. Schepen Hend: Janzen van der Vin says the expense concerns them three—to wit him regarding the boat; Josep Waldron regarding his child and Stoffel Eduwart regarding his sail. Josep Waldron appearing in Court being informed of the case and request of Stoffel, demands copy of the a/c to answer thereunto at the next Court day. The Court refer the matter in question to Claas Bordigh and Claas Tysen to decide the same and reconcile parties.

Barent Cruytdop appears in Court requesting to attach the monies of Tomas Reyers in the hands of Jacques Cosseau, which was permitted him by the Court.

Joannes Vervelen, Cornelis Barenzen, Tomas Verdon and Douwe Hermzen appear in Court and Tomas Verdon requests, that the proceeds of the first instalment of Tomas Swartwout's lot sold by execution and bought by Joannes Vervelen\* may be allowed to Vervelen as an offset on behalf of Cornelis Barenzen, in regard to the action which he has against Cornelis Barenzen, on condition of deducting the costs incurred thereon.

Joannes Vervelen being asked, whether he accepts the same? Answers, Yes. The request is therefore granted by the Court.

\* This lot was on the East side of Broad Str., corner of Beaver. Douwe Hermzen purchased the adjoining lot from Cornelis Barentsen, who had acquired it from Thos. Verdon. *Valentin*, Manual, 1865, pp. 692, 693, and 699.

Joannes Vervelen requests by petition, that he may be allowed, with the lot bought of Tomas Swartwout on execution, free building of the house according to agreement to be erected on the lot. The Court understand that the agreement speaks only of the timber, and not the building of the house.

Jan Rutgersen demands execution on the judgment between him and Jacob van den Bos, dated 9. December last. The Court order the Bailiff to put these in execution.

Cornelis Janzen, woodsawyer, appearing in Court has declared on oath, at the hands of the President, that the monies demanded of Raghel van Tienhoven in suit dated 2<sup>d</sup> and 9<sup>th</sup> decemb<sup>r</sup> of this year, are honestly due, the Court having previously well and expressly enquired of him, if he was very certain of it; he answers, Yes; demanding the costs incurred in the suit. The Court after the oath was taken, grant Cornelis Janzen the aforesaid monies of Raghel van Tienhoven.

Joannes Nevius, Secretary, requests attachment on the monies of Cornelis Janzen, woodsawyer, in the hands of Raghel van Tienhoven on a claim, which he has against Cornelis Janzen for fees for writing in the suit between him and Nelis Matthysen, in the costs of which he is condemned. The petition<sup>r</sup>'s request is granted by the Court.

Matthys Boon appears in Court producing a declaration regarding the hire of Jan Smedingh's boy and that Jan Smedingh took him away by force. The Court persist in their previously rendered judgment dated 2<sup>d</sup> Dec<sup>r</sup> last.

Cornelis Barenzen appears in Court requesting the payment due him by Tomas Swartwout above the first instalment of the lot sold by execution. The Court answer him, he must look for the same from Thomas Swartwout and to summon him.

Cornelis Pluyvier and Josep Waldron appear in Court declaring in quality as curators of the residuary estate of the absconding Cornelis Willemsen, carpenter, that they come to exhibit to the Court, as they do according to inventory, the goods left behind by said Cornelis as follows:

At Josep Waldron's

One bed and appurtenances as a bolster with two pillows; one quilt, two sheets, one pillow case, one gun, a grindstone, one chest with old rags of no value.

At Geertje Hoppe's widow of Andries Hoppe was found an octagon little table, and an old work bench.

With Dom<sup>e</sup> Drisius

is remaining, according to writing and acknowledgment signed by him, the sum of fl. 60. in Zeawan, which he earned there in wages.

Balthazar de Haart requests by petition, that Pieter Rudolfus shall be condemned, as he remains in default of proof, to satisfy and pay him for the vinegar bought of him. The Court order copy to be furnished to party to answer by next Court day.

Cornelis Pluyvier produces in Court with the inventory of the property, left behind by Cornelis Willemsen, annexed, a demand in case of preference to the goods disposed of, sold to Cornelis Willemsen and not paid for, and again sold by said Cornelis to Josep Waldron; requesting, that such goods may be adjudged back to him by virtue of preference, the rather as according to minutes of the Court dated 20 May and 22<sup>nd</sup> Sept<sup>r</sup> attachment is affirmed on the monies in hands of Dom<sup>e</sup> Samuel Drisius, being sixty guilders. Josep. Waldron demands copy of the request saying, that Cornelis Pluyvier was content with the bill of exchange passed to him for the goods sold to Cornelis Willemsen, and in addition, again, the sixty guilders attached with D<sup>e</sup> Drisius; producing certain settlement made with Cornelis Willemsen, dated 17. Sept<sup>r</sup> of this year, and the acknowledgment, that he owes him the sum of fl. 163 in zeawant; offering to prove, that he bought the property from Cornelis Willemsen. The Court order Josep. Waldron to prove by the next Court day that he purchased the bed and appurtenances from Cornelis Willemsen, carpenter.

Extraordinary Session, Tuesday, 23<sup>d</sup> December 1659. In the City Hall. Present the Heeren Nicasius de Sille, Marten Cregier, Olof Stevensen Cortlant, Pieter van Couwenhoven, Joannes van Brugh, Hendrick Janzen van der Vin.

Reindert Janzen Hoorn, pltf. v's Capt. Jan Jacob, deft. Pltf. demands of deft. by balance, the sum of three hundred and four guilders and fourteen stivers in exchange on Holland and fifty eight guilders nineteen stivers in goods, beaver price, for and on a/c of certain merchandize, purchased in provisions by Alexander d' Hinojossa for the Colony of Amstel situate in the South River in behalf of the Burgomasters of

the City of Amsterdam in Holland, and received by Nicolaas Verlett on a/c of the abovementioned Colony, as appears by the a/c of said Verlett exhibited in Court. For fulfillment of which the deft., on the galiot New Amstel having been attached for non payment, became security according to notarial acte executed on the 20<sup>th</sup> Novemb<sup>r</sup> last before the Notary Mattheus de Vos and witnesses. Against which the deft. demands acte of attorney of Jacob Alricx, Director of the abovenamed Colony passed in favor of the abovementioned Alexander. All which having been understood and seen by Burgomasters and Schepens, the acte of bailbond and the declaration, which Skipper Jacob Jansen Huys has made to the effect, that he served Mr. Alricx, in Van Swieringh's presence with copy of the protest on the attachment of the galiot by the abovenamed Hoorn, therefore condemn the aforenamed Jan Jacobsen to satisfy and pay Rein-der Jansen Hoorn, with costs of this suit, the sum of three hundred and four guilders fourteen stivers in exchange and fifty eight guilders nineteen stivers in goods, beaver price according to contract, bond and a/c. on condition of holding his guarantee where he shall find appertaining. Done as above.

Tuesday, 13 January 1660. In the City Hall. Present the Heeren Nicasius de Sille, Marten Cregier, Olof Stevenzen Cortlant, Pieter van Couwenhoven, Joannes van Brugh, Hendrick Janzen vander Vin, Cornelis Steenwyck.

Schout Nicasius de Sille, arrest<sup>d</sup> and pltf. v/s Hendrick Janzen van Naarden, arrested and deft. Deft. in default. The pltf. demands benefit of default and that the arrest be declared valid. The Court declares the arrest valid and grant the pltf. benefit of the default.

The Heer Schout Nicasius de Sille, pltf. v/s Herry Breser, deft. The pltf. says that deft's negro has struck a hole in the head of Capt. Jacob Berck's boy—demanding the fine. Deft. says, he has punished the negro, and if the Magistrates also will punish him they may do it; declaring to have heard from the mouths of the boys in the streets, that they had pelted each other with snowballs and that Capt. Jacob's boy had abused his negro, whereupon he gave him a blow on the head. The Court order the Officer to inform himself further.

The Schepen Cornelis Steenwyck, pltf. v/s Mary Peeck, deft. The

pltf. says, he has attached fl. 150. in beaver in the hands of Cornelis Jansen Clopper, which the deft. claims, in payment of certain obligation dated 3. Sept<sup>r</sup> 1658 executed by the deft's husband in his favor for the sum of fl. 143. 18. requesting that he may lift the money in payment. Deft. says, she does not trouble herself about her husband's affairs and that he, pltf., has to look to her husband. The pltf. replies, he sold the goods to her. The Court order Cornelis Jansen Clopper to bring the money in consignment to the Secretary of this City within three times four and twenty hours.

Mattheus de Vos, pltf. v/s Cornelis Jansen, woodsawyer, deft. Deft. in default. Pltf. prosecutes the attachment issued on the monies of the deft. in the hands of Raghel van Tienhoven requesting he may lift the same under bail, as he legally defeated the deft. in every thing. The Court permit the pltf. to lift the monies under bail and grant his request.

Maria Peeck, pltf. v/s Cornelis Janzen Clopper, deft. Pltf. demands from deft. balance of the 2<sup>nd</sup> instalment on the house\*; and pltf. is asked how much that is? Answers, that the writing which she exhibits shews that; also that deft. well knows it. Deft. says, he is ready at all hours to pay, providing that pltf. shows procuration from her husband and gives transport and receipt. Pltf. says it does not concern her husband. The Court order pltf. to deliver to deft. due transport and ground brief according to deed of sale; and then deft. is ordered to bring within thrice four and twenty hours, the money in consignment to the Secretary of this City.

Bartholdus Maan, pltf. v/s Mary Peeck, deft. Pltf. says, he rec<sup>d</sup>. two beavers from the deft., which are good for nothing, which he returned her and in satisfaction thereof has attached two beavers in the hands of Jan Jansen Clopper. Deft. says, he must speak to her husband. Pltf. replies, he gave her, the deft., the two beavers, that were good for nought. Deft. says, she knows nothing about it. The Court order pltf. to prove, that he gave the deft. the two beavers that are good for nothing.

Claas Gangelofzen Visser, pltf. v/s Nicolaas Velthuyzen, deft. Both in default.

Capt. Jan Jacob, pltf. v/s Alexander Carolus Curtius, deft. and Daniel Tourneur. Deft. Alexander in default. Pltf. demands benefit of the default. Daniel Tourneur appearing declares to have sold a hog for

\* On the N. E. corner of Maiden Lane and Pearl Str. *Valentin*, Manual, 1865, 666.

Capt. Jacob to Alexander Carolus Curtius, for five beavers and to have received the hog; he promises to give two beavers down and the remaining three at the end of the month. Capt. Jacob says, he has attached the galiot; requesting that the attachment be declared valid. The Court declare the attachment valid.

Bartholdus Maan, pltf. v/s Jan Ariaansen, deft. Pltf. demands from deft. fl. 43: 10 balance of fl. 60. for an anchor of brandy which the deft. bought for him for the fisher. Deft. says, he knew nothing better, than that he was paid, inasmuch as Jan de Vries stopped fl. 40. to pay the pltf. Pltf. says, if it be found to have been paid, he will return three fold. The Court order the deft. to pay the pltf. the balance of the brandy.

Arien Jurrienzen Lansman, pltf. v/s Frerick Hendrickzen, deft. Pltf. says, that when he was at the Esopus, he shipped a sack with four skepels of grain with the deft. and that the same is missed: demands restitution. Deft. says, does not know having received grain from pltf. Pltf. says, he can prove it. Marten Silversmitt and Cornelis Gerlofs as witnesses appear and Merten declares, that he brought the grain on board and that Cornelis Gerlofs took it over, which Cornelis admits, so that it is well known, that Lansman has shipped the grain with him, the deft. Whereas pltf. has proved by evidence, that he has shipped grain with the deft., the Court orders deft. to restore to pltf. the grain with the sack or the value thereof.

Arien Jurriaanzen Lansman, pltf. v/s Tomas Janzen, deft. Pltf. demands from deft. payment of nine pounds of tobacco @ twenty stivers per lb. Deft. says it was only eight pounds and that it was Indian tobacco. Pltf. says, he permitted the deft. to turn out a hogshead of tobacco, that he may pick the best from it. Deft. offers to pay five guilders for the tobacco. The Court order pltf. to take the five guilders in payment.

Hans Dreper, pltf. v/s Carel van Brugh, deft. Both in default.

Wernaar Wessels, pltf. v/s Symon Joosten, deft. Deft. in default. Pltf. demands, that the attachment, which he levied on the deft's money in Capt Jacob's hands be declared valid. The Court declare the arrest valid.

Cornelis Barenzen, pltf. v/s Tomas Swartwout, deft. Pltf. demands payment from deft. of fl. 195 with costs. Deft. requests, that the building

for which Douw Hermesen owes him be sold from which as far as it goes pltf. may be paid, offering to satisfy the remainder. Pltf. says, he attached about fl. 60 belonging to deft. in the hands of Douw Hermesen, requesting, that the attachment be declared valid. The Court order deft. to pay the pltf. the remaining fl. 195. with costs, and the attachment is declared valid.

Pieter Hermzen, pltf. v/s Frans Goetbloet, deft. Defts. 2<sup>d</sup> default. Pltf's wife appearing was informed, that her husband must appear.

Teunis Cray and David Wessels, pltf. v/s Lambert Huyberzen Mol and Stoffel Elswaart, defts. Pltfs. demand from deft. Lambert Huyberzen Mol restitution of a kedge and rope sold him by David Dele, their agent. And from Stoffel Elswaart a foremast sail with a rope thereon. Deft. Lambert Huybertsen Mol answers, that he took the kedge and rope in payment for fl. 70., which David Dele owed him—fl. 40 wages and fl. 30 stockings sold him. Deft. Stoffel Elswaart says, the sail and rope were given him in payment for and on a/c of fl. 27 gl. 16 stiv. disbursed to and for him in divers sums. The Court dismiss the pltfs' demand leaving them their redress against those, who sold the yacht, but it was left optional with them to take the sail and pay Stoffel the fl. 27: 16 for his disbursements on proving to whom and for what the disbursements were made.

Grietje Pieters, pltf. v/s Jan Eraat, deft. Pltf. produces her demand against the deft. in writing for injuries she received from him. Deft. exhibits certain declaration of Symon Janzen Romein and Stoffel Jansen, carpenter, against which pltf. has declared, that she received a piece of linen for six shirts from Mighiel, a sailor, to hand them to Jan Eraat. The Court order the pltf. to make good to the deft. so many ells of linen as she received from Mighiel, the sailor.

Aris Otte, pltf. v/s Lambert Huybertzen Moll, deft. Deft. in default.

Cornelis Hendreckzen, pltf. v/s Hans Vos, deft. Deft. in default.

Lauwerens Lauwerenzen and Dirck Janzen, pltfs. v/s Mr. Ritzert Raimont, deft. Pltfs. demand from deft. payment of the sum of fl. 1400. for purchase of a yacht named the *Swarten Arend* (the Black Eagle) sold to him, or security for the payment. Deft. acknowledges the debt, saying, has nothing to object; and requests time. The demand and answer of

parties being heard and the declaration and evidence given before the Schout and presiding Burgomaster thereupon being examined, Burgomasters and Schepens find, that it is a full and absolute purchase and sale, even notwithstanding there are found some errors in the contract of sale and date, they therefore condemn the debt. to pay and satisfy the pltfs. according to the contract of sale and condemn the debt. in the costs and mises of suit.

Schepen Cornelis Steenwyck requests an order on the Bailiff for fl. 500.

Burgomasters and Schepens decide to make the following known to those whom it may concern.

N. N. is hereby ordered by the Court of this City (his suit at law against N: N: being depending before this Court, and the time of election approaching) to produce by inventory against the next Court day, after exchange of papers, his deduction and principal intendit, desisting from further production, in default whereof no justice shall be done therein. Done etc.

Isaac Grevera rejoins in reconvention to Jurriens Blanck's reply in same case. The Court order copy hereof to be furnished to party and parties are ordered to desist from further production, to exchange their papers with each other and to produce their deduction and principal intendit at the next Court day by inventory. Done.

Pieter Rudolfus replies to Balthazar de Haart's answer. The Court order copy to be furnished to party and as the election is at hand, parties are ordered to desist from further production, to exchange their papers with each other and to produce by inventory their deduction and principal intendit on the next Court day.

On date 14<sup>th</sup> January 1660, the Presiding Burgomaster ordered me, Secretary Joannes Nevius, to enter on the margin of the demand of Schout Nicasius de Sille against Hendrick Jansen Claarbout van ter Goes:—Burgomasters and Schepens refer the Fiscaal and his demand to the Director General and Council of N: Netherland.

On date 15 January 1660. the Presiding Burgomaster has ordered me, the Secretary, to write on the margin of the principal copy of the demand of the Schout Nicasius de Sille against Hendrick Jansen Claarbout van ter Goes:—Whereas Burgomasters and Schepens do not find themselves

qualified by their Instruction to sentence and execute capital punishment, the Schout is requested on behalf of the Burgomasters and Schepens to demand of the Director General and Council further and more ample qualification; or to enter the demand as Fiscaal before the Director General and Council.

On date 17<sup>th</sup> January 1660 has Dirck van Schelluyne furnished me, Secretary Joannes Nevius, his rejoinder and demand in reconvention, as attorney of Albert Andriessen against Tielman van Vleec att'y of Symon Clazen Turck; also rejoinder of Abraham Verplanck against ditto Van Vleec as substitute of Anthony Clasen More: Whereupon the President of the Burgomasters and Schepens of Amsterdam in N. Netherland ordered:—Copy hereof to be furnished to party and parties are ordered to exchange their papers with each other and to produce their deduction and principal intedit by inventory on the next Court day.

Afterwards the Director General granted on the demand of the Schout de Sille, as follows:—The Director General and Council of N. Netherland having considered and read the above stated demand of the Schout the Honble Nicasius de Sille presented to the Burgomasters and Schepens of this City on and against Hendrick Janzen Claarbout, at present a prisoner, grant them the conceded Apostille desired by them: And for reasons qualify Burgomasters and Schepens aforesaid to sentence and execute judgment on said prisoner according to the exigency of the case, provided, in case the offence of the aforesaid prisoner be adjudged by them to be capital, in *majori gradu*, they demand the Director General and Council's approval thereof. Done Fort Amsterdam in N. Netherland the 21. January 1660. Was signed Petrus Stuyvesant. Understood By Order of the Honble Lords Director General and Council. Was signed

C. V. Ruyven, Secretary.

Tuesday, 20 January. 1660. In the City Hall: Present the Heeren Nicasius de Sille, Marten Cregier, Olof Stevenzen Cortlant, Pieter van Couwenhoven, Joannes Van Brugh, Hendrick Janzen van der Vin, Jacob Kip, Cornelis Steenwyck.

Resolveert Waldron, pltf. v/s Romein Servin, deft. Both in default. The Schout de Sille rising says he cannot get the fine from the deft. pursuant to the judgment of the Court dated 16<sup>th</sup> Xb<sup>r</sup> 1659. Burgomasters

and Schepens order the Officer to lock up deft's cart until aforesaid judgment be satisfied.

Jan Jacobzen, pltf. v/s Alexander Carolus Curtius, deft. Pltf. demands from deft. five beavers for a hog according to evidence of Daniel Tourneur and the costs accrued thereon. Deft. offers an exception as not being amenable before this Court, but before the Director General and Council; says he purchased a hog for two beavers and two blankets and can prove so by Jan Schryver, who being called in declares, that Dom<sup>e</sup> Rector \* commissioned him to buy a hog for two blankets and two beavers and says, that Daniel Tourneur as authorized by Jan Jacobz. told him, that Dom<sup>e</sup> Rector should have the hog for two beavers and two blankets. The Court order parties on both sides to summon their witnesses against the next Court to confront them with each other.

Jacobus Vis, pltf. v/s Nicolaas Velthuyzen, deft. Deft. in default.

Claas Gangelofzen Visser, pltf. v/s Nicolaas Velthuyzen, deft. Pltfs. 2<sup>d</sup> default and defts. 3<sup>d</sup> default.

Metje Wessels, pltf. v/s Hendrick van der Walle. Deft. in default.

Paulus van de Beeck, Farmer of Burghers Excise of Wine and Beer, pltf. v/s Willem Doeckels and Arien Jurriaanzen Lansman, defts. Pltf. says, that deft. Willem Doeckles has entered an anchor of brandy and drew not a permit; the Schout as guardian says, that he stuck a gimlet in and tapped therefrom. Demands therefore confiscation of the liquor, and in addition the fine according to placard. Deft. Willem Doeckles answers saying, that he entered the liquor for the man, who lives in the rear of his house, who says that he notified the farmer of it and is innocent; and some having brought him drunk home, took away the anker through fun. Pltf. says, the deft. Lansman took the brandy into his house without drawing a permit. Deft. Lansman answers, he is innocent thereof as another took the anchor from the house, but admits he was present. The Schout de Sille demands, that the Farmer be maintained. The Court order the deft. Willem Doeckles to prove at the next Court day, that the Burgher excise on the anchor in question has been paid.

Hans Dreper, pltf. v/s Carel van Brugh, deft. Defts. 2<sup>d</sup> default.

\* Alex. Carolus Curtius. He was Rector or principal of the Latin school in N. Amst<sup>m</sup>.

Pltf. demands from deft. fl. 84 for consumed drink according to a/c furnished him. The Court order deft. in consequence of his 2<sup>d</sup> default, to deposit the fl. 84. with the Secretary of this City within three times twenty four hours.

Solomon La Chair, pltf. v/s Andrees Rees, deft. Pltf. demands from deft. fl. 14. on settlement of a/c exhibited in Court, for excise. Deft. says, that previous to his departure for the Esopus he owed pltf. according to his a/c only four guilders and a half, and he has not tapped since. The a/c having been read item by item to the deft., he is asked if it be so? Answers, Yes. The Court therefore order the deft. to pay pltf. according to settlement of a/c.

Solomon La Chair, pltf. v/s Geertje Hoppe, deft. Pltf. demands from deft. fl. 22. 3 on settlement of a/c. Deft. says, she does not owe him, but that he is indebted to her, exhibiting an a/c to that effect, which the pltf. seeing says, he has settled that with her except three *Mutsjes*, and did not drink the can of wine with sugar, and expects to be able to prove by her blotter to have settled with her relative to her a/c produced. Burgomasters and Schepens grant parties eight days further to examine each others a/cs and to bring in further proof.

Pieter Hermzen, pltf. v/s Frans Bloetgoet, deft. Pltf. demands from deft. fl. 75. rent according to contract signed by deft. Deft. acknowledges the debt; requests time. The Court order deft. to pay pltf. within eight days.

Dirck Volckerzen, pltf. v/s Jan Andriezen, deft. Deft. in default.

Reinier Willemsen, pltf. v/s Gerrit Segerzen, deft. Both in default.

Sybrant Mighielzen, pltf. v/s Cristiaen Antony, deft. Deft. in default.

Nicolaas Meyer, pltf. v/s Dirck Clazen Pottebacker, deft. Deft. in default.

Pieter Rudolfus and Jacques Corteljou, pltf. v/s Barent Cruytdop, deft. Deft. in default.

Isaack Grevera appears in Court saying, that he should in conformity with the order of the Magistrates have produced his papers in the suit against Tryn Claas, but as his Notary has been occupied, he could not do it; promising to do it by tomorrow; whereupon he is ordered to place his papers, as soon as they are ready, in the hands of Secretary Nevius.

The Schout Nicasius de Sille requests, that the Magistrates be pleased to take into consideration the renvoy to the Director General and Council relative to the felon, Hendrick Claarbout commonly called the *Speck Coper* [the Pork buyer], so as to conclude the case. Burgomasters and Schepens request and instruct the Schout to prosecute the case of the prisoner Hendrick Claarbout before the Supreme Council.

On the 20<sup>th</sup> January 1660. In the City Hall. Present the Heeren Nicasius de Sille, Marten Cregier, Olof Stevenzen Cortlant, Pieter van Couwenhoven, Joannes van Brugh, Hendrick Janzen van der Vin, Jacob Kip, Cornelis Steenwyck.

In the Court of Burgomasters and Schepens being considered the vouchers, documents and papers used on both sides in the suit between Solomon La Chair, late Farmer of the Burger Excise of beer and wine to be consumed within this City's jurisdiction, pltf. against Pieter Kock, deft., for smuggling, which pltf. says deft. has committed, all being understood by Burgomasters and Schepens, they adjudge, whereas it appears that the deft. Pieter Kock has of the eleven entered anckers disposed of one again and consumed one himself, and presented three ankers for tappers and Burgers excise and the remaining six anckers were seized by the Fiscaal as preserver of the rights of the upper *Pacht*, that he has not defrauded the pltf. in his farming herein as not one of the six were consumed by him, they, therefore, dismiss the pltf's suit and entered conclusion and condemn each on both sides in his own costs of this suit. Thus done and adjudged in the Court of the W: Burgomasters and Schepens of the City of Amsterdam in New Netherland. Ady as above.

Marten Kregier.

Burgomasters and Schepens in their Court having considered, read and re-read the papers, documents and vouchers used on both sides in the suit between the Schout Nicasius de Sille in quality as law preserver, pltf. against Pieter Kock, deft. find that the pltf. concludes whereas Pieter Kock, intending to tap, as appears by the three ankers of brandy entered for tapsters excise, has not taken out any license to tap, that he be condemned to fulfill the law of the City and pay in addition to him, pltf., the fine according to Placard published to that effect. All being weighed by Burgomasters and Schepens, that may serve as material, and

that nothing fundamental has been introduced by the deft. to his defence, they condemn the deft., therefore, to pay herein as a fine to the Officer the sum of twelve guilders and the costs of this suit. Thus done and adjudged in the Court of the W. Burgomasters and Schepens of the City of Amsterdam in New Netherland. Ady as above.

Marten Kregier.

Thursday 22<sup>nd</sup> Jan'y 1660. In the City Hall. Present the Heeren Nicasius de Sille, Marten Kregier, Olof Stevenzen Cortlandt, Pieter van Couwenhoven, Joannes van Brugh, Hendrick Jansen van der Vin, Jacob Kip, Cornelis Steenwyck.

The demand of the Schout against Hendrick Jansen Claarbout being read to the Burgomasters and Schepens, and the apostille concerning the reference of the Schout with this his demand to the Director General and Council; also the return reference by the Director General and Council of the above mentioned Officer to the Burgomasters and Schepens, the Schout therefore requests that his demand against Hendrick Jansen Claarbout be granted. Whereupon, Hendrick Jansen Claarbout entering, the demand of the Officer is read to him and having understood the same begs his life, acknowledging, that he spoke ill; and being asked if he have any thing to object to the interrogatories and answers given thereunto, answers, No; is again remanded and conveyed to the place whence he was brought. Burgomasters and Schepens postpone the case of the prisoner Hendrick Jansen Claarbout, till to morrow being 23 January of this year, at eight o'Clock in the morning.

Burgomasters and Schepens of the City of Amsterdam in N. Netherland having considered, read and re-read the papers, documents and vouchers used on both sides in the suit between Bartholdus Maan, pltf., against David Wessels, deft., the pltf. concludes in Court for a piece of linen cloth of fifty ells @ six guilders per ell, which he, deft., gave to a skipper trading towards the North debiting him for the same in his book and in his writings in the suit says, that deft. became security for the payment of the aforesaid linen; which, in the one and the other, is denied by deft. saying, that the piece of linen was given to the aforesaid skipper to the North, to bring back pork, meat etc., which he might trade for it and to deliver back to the pltf. whatever he could not sell: All being weighed

by Burgomasters and Schepens and whatever is material being examined, they decree and order, since the pltf. has debited him, the deft., in his book for the aforesaid piece of linen as having purchased the same, and in his writings in the suit says, he has become bail and has no other proof; that deft., David Wessels, shall appear at the next Session of the Court of Burgomasters and Schepens and, in presence of Bartholdus Maan, if he will assist, purge himself under oath, that he has not purchased the piece of linen in question nor became bail for the same, and on refusal thereof to satisfy and pay for the piece of linen with costs of suit, which being done the pltf's. suit is dismissed and he is condemned in the costs of suit. Thus done and adjudged in the Court of Burgomasters and Schepens of the City of Amsterdam in New Netherland. Ady as above.

Marten Kregier.

Thursday 22<sup>nd</sup> Jany. 1660. in the afternoon. At the City Hall. Present the Heeren Nicasius de Sille, Marten Kregier, Olof Stevenzen Cortlandt, Pieter van Couwenhoven, Joannes Van Brugh, Hendrick Jansen van der Vin, Jacob Kip, Cornelis Steenwyck.

Burgomasters and Schepens of the City of Amsterdam in New Netherland having considered, read, re-read the vouchers, documents and papers made use of on both sides in the suit between Balthazar de Haart, pltf. against Pieter Rudolfus, deft., relative to eight hhds of vinegar in dispute, purchased by deft., pltf. requesting payment from the deft. thereof, to which deft. concludes, that he is not liable, as he purchased wine vinegar and found it to be cider; all being examined and weighed by Burgomasters and Schepens, they decide, whereas parties, on either side, have produced no proof of the trade made with each other, as the purchase was verbally made between them, that deft. Pieter Rudolfus shall declare on oath, pltf. Balthazar de Haart sold him the vinegar as wine vinegar and that he found immediately on receiving it at home, that it was cider vinegar, as the same had not as yet been adulterated by him, which being done, pltf. is ordered to take back the said vinegar, which is still on hand, and deft. is ordered to pay the pltf. cash for the remainder of the vinegar sold or consumed by him according to the purchase and judgment rendered on date 2<sup>d</sup> Decemb<sup>r</sup> 1659; or by refusing to take the oath deft. is ordered to pay the pltf. for the vinegar purchased from him

according to invoice with costs thereon according to the demand. Thus done and adjudged in Court of Burgomasters and Schepens of City of Amsterdam in N. Netherland. Ady as above.

Marten Kregier.

Burgomasters and Schepens having considered the vouchers, documents and papers used on both sides in the suit between the Schout N. de Sille as preserver of the law, pltf., against Pieter van de Water, deft., for fine according to Placard for and on a/c of violation of the Placards both in shooting at partridges within the circuit of this City and thereby wounding one Hartman Wessels as well as the violation of the Sabbath, against which the deft. concludes as the prohibition by aforesaid Placards was not known by him, he is therefore not guilty: Burgomasters and Schepens having read, re-read, examined and weighed the vouchers, documents and papers, condemn the deft. Pieter van de Water in a fine for the Poor of six guilders, which Walewyn van de Veen is ordered to pay to the Poor; and parties were each condemned in their own costs of this suit. Thus etc.

Marten Kregier.

Whereas there are some Placards in this City, which have not been renewed for many years, and are unknown to many Burghers and inhabitants, wherefore the same cannot be observed by such, the Schout is therefore hereby ordered and charged by the Burgomasters and Schepens yearly at proper seasons to renew such placards as occasion demands, so that no one may plead ignorance thereof, but every one may observe them. Thus done and enacted in Amsterdam in N: Netherland in the Court of the Burgomasters and Schepens of said City the 22<sup>nd</sup> January 1660.

Burgomasters and Schepens having considered, read and re-read the vouchers papers and documents used in both sides in the suit between Symon Clazen Turck as husband and guardian of Merritje Pieters, daughter of Pieter Cornelissen, dec'd, millwright, and thereby lawful heir of the same as herein relieving the orphan child of dec'd Tryntje Pieters dec'd, daughter of said Pieter Cornelissen, or Tielman van Vleeck's substitute, pltf. against Sybout Clazen, deft., for and on a/c of four hundred and forty guilders in question for four hundred boards at twenty two stivers each, which the pltf. Simon Claazen Turc claims, in

the quality, in which he acts, from Sybout Clasen; in opposition to which the deft. Sibout Clasen concludes not to be indebted, inasmuch as he has satisfied and paid the same, producing certain proofs to this effect: All which vouchers, documents and papers and whatever is material produced by parties on each side being examined and weighed by Burgomasters and Schepens, they find by copy of certain letter dated 19 May 1649 from Pieter Cornelissen and copied by D: v. Hamel, Secretary of the Colony of Reinselaerswyck, that Pieter Cornelissen agreeably to the demand of Symon Clazen Turck sold to Sybout Clasen four hundred boards @ 22 stiv: each amounting to four hundred and forty guilders abovementioned, of which fl. 440. he, Pieter Cornelissen, writes to Albert Andriessen, that he had received from Sybout Clasen one hundred and sixty two guilders, and further seventy eight guilders, so that, he writes, there remain from Sybout Clasen two hundred guilders, and that Catalyn and Joresy have promised him the balance and if he had it here to send it up; and as it appears from Catalyn and Joresy's letter, that the fl. 200, which Sybout Clazen owed to Pieter Cornelissen, rec<sup>d</sup> by them, was sent up by them on 3<sup>d</sup> September 1649 to Albert Andriesen Noorman, whilst Pieter Cornelis<sup>n</sup> aforesaid was in the Virginias and the aforesaid sum of fl. 440. by the abovenamed Sybout Clasen is satisfied and paid, therefore the pl<sup>ts</sup>. suit instituted herein is dismissed and he is condemned in all the costs incurred in and relative to this suit. Thus etc.

Marten Kregier.

Burgomasters and Schepens of the City of Amsterdam in New Netherland having considered, read and re-read the vouchers, documents and papers used on both sides in the suit between Tielman van Vleeck, substitute of Anthony More, attorney of Lauwerens Hendricksen and David de Neufville, merchants at Amsterdam in Europe, pl<sup>ts</sup>. against Abraham de la Noy and Abraham Verplanck, defts. for and in the matter of rendering due a/c, proof and reliqua of two fifth parts, which the aforesaid Lauwerens Hendricksen and David de Neufville inherit in the cargo, sent by Jacob Verplanck and Abraham de la Noy in the year 1651 to N. Netherland in the *Waterhont* [the Waterdog] according to proof and declaration thereof executed by Willem Janzen Bruynen having married Diewertje de Flienes, late widow of Jacob Verplanck dec<sup>d</sup>, and Gilbert de Flienes residing at Weesp, uncle and guardian of the surviving child,

which the abovenamed Jacob Verplanck procreated by the aforesaid Diewertje, as such is found to appear in the books left by the abovenamed Jacob Verplanck according to act and conveyance thereof executed before the Notary Pieter van Buitene and certain witnesses, dated 17<sup>th</sup> May 1658: against which Abraham Verplanck concludes, that he is not bound to render a/c, proof and reliqua to any other than to his brother, Jacob Verplanck or his heirs. All which being examined and considered by Burgomasters and Schepens, and that the above named Willem Janzen Bruynen and Gilbert de Flienes have executed the abovementioned declaration and conveyance at the request of the abovenamed Lauwerens Hendricksen and David de Neufville, to serve them according to circumstances and to enable them to sue for their two fifth parts in said returns, as they shall understand, giving them order to prosecute for the return proceeds of the  $\frac{2}{5}$  parts from the administrators; the same being for all time held as well done and confirmed. Therefore Burgomasters and Schepens decree and adjudge, that the administrators shall be held to render to pltf. due a/c, proof and reliqua of the goods sent by Jacob Verplanck to them for as much as relates to the two fifth parts of the aforesaid cargoes. They condemn parties each in their own costs incurred in this suit. Thus etc.

Marten Kregier.

Friday, 23<sup>d</sup> January 1660. In the City Hall. Present the Heeren Marten Kregier, Olof Stevenzen Cortlandt, Pieter van Couwenhoven, Joannes van Brugh, Hendrick Janzen van der Vin, Jacob Kip, Cornelis Steenwyck.

On the declaration produced by the Under Sheriff Resolveert Waldron regarding the wounding of Capt Jacob's boy by Herry Bresars negro, is ordered:—The Schout's demand is dismissed, unless he bring better proof.

On the demand of the Schout Nicasius de Sille against the prisoner Hend: Jansen Claarbout, Burgomasters and Schepens vote each for himself for the conclusion of the sentence as follows:—

Burgomast' Marten Kregier:

That he shall be whipped and branded and banished for all his life out of the Province of New Netherland.

Burgomast' Olof Stevensen Cortlandt:

Though he be worthy of death yet from special grace he adjudges, that he be whipped and branded and banished.

Schepen Pieter van Couwenhoven:

He shall be put to death.

Schepen Joannes van Brugh:

Decides, that he shall be whipped, branded and banished the country.

Schepen Hend: J. van der Vin:

That the offender is worthy of death and ought according to the Schout de Sille's demand, be punished until death follow; with the costs and *mises* of justice.

Schepen Jacob Kip:

The reasons being sufficiently discussed in complete Court, and papers and confession being examined, he can in conscience and conviction, not vote otherwise than that he Hendrick Jansen Claarbout ought according to law be executed by death.

Schepen Cornelis Steenwyck:

Decides, that he be whipped and branded under the gallows, the halter being around his neck, and banished for ever and sent hence with his wife and children on pain of the gallows; thanking the Magistracy on his bended knees for their merciful and well deserved justice.

After collection of the votes it was decreed by the Burgomasters and Schepens, by plurality that the offender Hendrick Jansen Claarbout shall be brought to the place, where justice is usually executed and, with the rope around his neck, be whipped, branded and banished the country, and condemned in the costs and *mises* of justice.

It is deemed necessary by the Court, and the President Burgomaster Marten Cregier, with Cornelis Steenwyck, Schepen, are appointed to go to the Director General and Council, to request from their Honors, liberty to erect a gallows before the City Hall and also to be empowered to banish criminals from the District of N: Netherland: Who returning bring with them a written apostille to their verbal request as follows:

On the proposition and request of the Committee of Burgomasters and Schepens of this City presented to the Assembly of the Hon<sup>ble</sup> Director General and Council of N: Netherland, said Magistrates are, for this time, authorized and qualified not only to banish the apprehended Hen-

drick Jansen Claarbout beyond this City's jurisdiction, but also beyond the Province of N. Netherland, in case it has been decided by plurality of votes, that he deserves the same; and they are likewise permitted to allow a half-gallows to be erected before the City Hall, should that be necessary for carrying the judgment into effect. Done, Fort Amsterdam in N. Netherland the 23<sup>rd</sup> January A<sup>o</sup> 1660. Was signed P. Stuyvesant. Lower Stood, By Order of the Hon<sup>ble</sup> Director General and Council of N. Netherland and was signed, C. v. Ruyven, Secretary.

Friday, 23<sup>rd</sup> January 1660. In the afternoon. At the City Hall. Present the Heeren Nicasius de Sille, Marten Cregier, Olof Stevenzen Cortlandt, Pieter van Couwenhoven, Joannes van Brugh, Hendrick Janzen van der Vin, Jacob Kip, Cornelis Steenwyck.

On the demand of Cornelis Langevelt against Wernaar Wessels, wherein he asks, that Wernaar Wessels shall be condemned to pay him the sum of thirty guilders, sixteen stivers according to a/c for purchase of seven tubs of tobacco sold at public auction by Cornelis van Ruyven, the Venduemaster on the 13<sup>th</sup> June 1658, is endorsed:—Pltf. shall notify Wernaar Wessels by the Court Messenger to pay the fl. 30. 16. mentioned herein, and on refusal of payment he can institute his action.

Burgomasters and Schepens having considered the demand and conclusion of Cornelis Pluyvier in a case of preference to the bed and appurtenances bought by Josep Waldron from the absconding Cornelis Willemsen, carpenter, and against that being read the declaration produced by Josep Waldron setting forth, that he had bought the bed and appurtenances in question from the abovenamed Cornelis Willemsen in payment of board and rent: all having been read, examined and weighed by Burgomasters and Schepens, they decide, that Cornelis Pluyvier cannot enjoy any preference, because he drew a bill of exchange for payment of the bed and its furniture sold to Cornelis Willemsen, but that the bed and furniture shall belong to Joseph Waldron for the payment according to sale: And parties are condemned each in his own costs. Done.

Marten Kregier.

Burgomasters and Schepens of the City of Amsterdam in N: Netherland having considered and read the papers, documents and vouchers produced no both sides in the suit between Raghel van Tienhoven, pltf.,

against Abraham Verplanck, Jan Vigne and Augustyn Heermans, defts. for satisfaction and payment of two thousand and forty one guilders forty stivers, which the pltf. demands from defts. according to a/c and obligation signed in the presence of arbitrators; against which defts. say, that errors have been found in the papers and writings exhibited to the arbitrators and request review of a/cs. Burgomasters and Schepens having examined and weighed, what is material, find that parties fully settled and balanced in the presence of Mr. de Decker, Adriaen van der Donck, Mr. Joannes van Brugh and Dirck van Schelluyne as arbitrators, the heirs of Adriane Cuvilje remained indebted to Cornelis van Tienhoven in the sum of three thousand five hundred and eighty six guilders, nineteen stivers being signed A<sup>o</sup> 1655 the 2<sup>nd</sup> June; therefrom must be deducted fifteen hundred and forty five guilders five stivers, which Cornelis van Tienhoven was yet indebted to the estate of Adriane Cuvilje dec<sup>d</sup>, so that there yet remains the demanded fl. 2041: 14 according to the obligation of 2<sup>nd</sup> October 1656, and whereas Tienhoven cannot defend, in consequence of absence, this settlement nor render other a/cs; and parties have settled a/cs in presence of arbitrators, and the same has been twice signed by the heirs, to wit on the 2<sup>nd</sup> June 1655 and on the 2<sup>nd</sup> Octob. 1656, from which it appears, that they had a year and a day's time and if they had to offer any thing or required review of a/cs, they could do so before the signing of the last obligation and before the departure of Cornelis van Tienhoven; Therefore no review of a/cs can be granted to the defts., but they are condemned to pay the pltf. the full demanded sum of fl. 2041: 14 according to obligation, with costs of this suit. Thus done and adjudged in the Court of the Burgomasters and Schepens of said City. Ady as above.

Marten Kregier.

Tuesday, 27<sup>th</sup> January. In the City Hall. Present the Heeren Nicasius de Sille, Marten Kregier, Olof Stevenzen Cortlant, Pieter van Couwenhoven, Joannes van Brugh, Hendrick Janzen van der Vin, Jacob Kip, Cornelis Steenwyck.

The Schout Nicasius de Sille, pltf. v/s Nicolaas Velthuyzen, deft. Dft. in default. The pltf. requests, that the attachment on the goods here and in the house, both by the lessor and interested persons, be de-

clared valid; also that the goods both here and in the house be provisionally inventoried, and the arrested and summoned Nicolaas Velthuysen be cited, by ringing of the bell, to hear all such demand and conclusion as the Schout and his creditors shall have to make. The Schout Nicasius de Sille is hereby requested and authorized to proceed and inventory in presence of Pieter van Couwenhoven and Cornelis Steenwyck with the Secretary Nevius, Nicolaas Velthuyzen's goods attached both at his house and in the City Hall.

The Schout Nicasius de Sille requests the Burgomasters and Schepens, as M<sup>r</sup> Brown is going to the Virginias with his bark, to send the offender Hendrick Jansen Claarbout there with his wife and children, as he is a burthen to the City. M<sup>r</sup> Brown being sent for appears in Court and is requested to take along with him to the Virginias the offender Hendrick Jansen Claarbout, and that he shall be satisfied therefor by the City, on his return; which the aforesaid M<sup>r</sup> Brown undertakes. Schout de Sille is therefore ordered by Burgomasters and Schepens to convey the above-named Hendrick Jansen Claarbout with his wife and children on board, on the departure of the aforesaid M<sup>r</sup> Brown.

Capt. Jan Jacobzen, pltf. v/s Daniel Tourneur, deft. Both in default.

Daniel Tourneur, pltf. v/s Frans Janzen van Hooghten, deft. Both in default.

Jacobus Vis, pltf. v/s Nicolaas Velthuyzen, deft. Both in default.

Claas Gangelofze, pltf. v/s Nicolaas Velthuyzen, deft. Both in default.

Schepen Cornelis Steenwyck requests, he may lift under bail the monies of Mary Peck attached in the hands of Cornelis Jansen Clopper. The Court grant the petitioner his request when the monies shall come in deposit.

Reindert Janzen Hoorn, pltf. v/s Jacob Janzen Huys, deft. Deft. in default.

Capt Jan Jacobzen appears in Court exhibiting an apostille to his petition, presented to the Director General and Council; requests revision of the judgment rendered on 23<sup>rd</sup> December 1659 between him and Reindert Jansen Hoorn, inasmuch as he is thereby condemned to pay Reindert Jansen Hoorn aforesaid the fl. 304: 14 stiv. in exchange and fl.

58. 19. goods according to contract in direct contradiction to the bail-bond. Apostille:—Whereas further explanation is requested of the word exchange in the judgment pronounced 23<sup>d</sup> Xb<sup>r</sup> 1659 between Reindert Jansen Hoorn and Capt Jan Jacobzen the Court's meaning, therefore, is that Capt Jacob shall pay what Hoorn demands of exchange, according to his bounden letter dated 20 Nov<sup>r</sup> 1659.

Arien van Laar, pltf. v/s Willem Doeckles, deft. Deft. in default.

Barent Cruytdop, pltf. v/s Mighiel Tades, deft. Deft. in default.

Marritje Roelofs, pltf. v/s Jan Tiboutzen, deft. Both in default.

Pieter the Noorman, pltf. v/s Jan Cornelissen, deft. Pltf. says, that deft. has refused [to allow him] to ride over his land, over which a wagon road passes and has been for some years, and that he permits freely the deft. to ride over his valley. Requests the Magistrates will be pleased to aid him therein. Deft. appeals to the ground brief, saying, if this be exhibited, it could be seen where the fault lies and the Magistrates could find more light. The Court order Pieter the Noorman to produce the ground brief on the next Court day.

Cornelis Barenzen, pltf. v/s Tomas Swartwout, deft. Pltf. exhibits the judgment of the Court pronounced against the deft. demanding the fl. 195 with costs. Deft. requests he may sell the improvements on the lot sold to Douw Hermesen. Which is allowed by the Court and he is ordered to take his papers remaining with the Secretary of this City.

Lysbet, wife of Symon Hermzen Cort, pltf. v/s Bruyn the Mason, deft. Pltf. in default.

Dirck Volckerzen, pltf. v/s Jan Hendrickzen, deft. Defts 2<sup>d</sup> default. Pltf. is ordered to furnish party copy of a/c.

David Wessels and Teunis Cray, pltf. v/s Lambert Huyberzen Mol, deft. Deft. in default. Pltf. conclude in writing for pertinent relief, that they shall be relieved by virtue of the contract regarding the yacht and boat sold to David Dele, still unpaid for; and by refusal and non payment, special mortgage thereon, conformably to what is expressed in deed of sale and bond, which belong in preference to the pltf. s; and in order, that the pltf. s. may not be injured in their just action by judgment dated 13<sup>th</sup> January, that deft. be condemned to the restitution of the kedge and rope, and further to exhibit the contract of wages besides the quantity of stockings sold to David Dele; with costs. Apostille:—The

Court persist in their previously rendered judgment dated 13. January last.

Reindert Janzen Hoorn, pltf. v/s Jan Joghimzen, deft. Pltf. demands from deft. fl. 180. for a ship's anchor payable in zeawant. Deft. admits having bought the anchor from the pltf. for the use of the galiot. The Court order deft. to pay the pltf. according to purchase.

Claas Gangelofzen Visser appearing in Court says, he claims fourteen beavers from Nicolaas Velthuyzen for a hhd of French wine, and five and a half beavers for an anker of brandy, making together nineteen and a half beavers. Whereunto the Court answer him; he can institute his action with others, when the goods are sold.

Mr. Paulus van de Beeck, Farmer of the Burghers' excise on beer and wine consumable within this City, appears in Court exhibiting the order given to Willem Doeckles. The Schout, as guardian, concludes, whereas Willem Doeckles remains in default of obeying the Court's order, that he shall be condemned for fraud committed by him, as shewn at the last Court, in the fine thereunto attached; and whereas M<sup>r</sup>. Paulus has not furnished the deft. Willem Doeckles with a copy of the Court's order, he was directed to give it to the Court Messenger to hand it to Willem Doeckles, whereby he shall have to regulate himself.

Jan Eraat appears in Court exhibiting the judgment pronounced by the Court between him and Margriet Pieters, and the return of the Court Messenger to the notice served on her; whereupon he was told, first to take the linen, which she offers and if he have any further claim he can then institute his action again.

Allard Anthony exhibits by petition, that he has received from the Secretary Cornelis van Ruyven an Apostille to his petition, presented to the Director General and Council, wherein he demanded an appeal from the judgment pronounced between him and Pieter Cornelissen van der Veen; requesting further explanation from the Court on the said judgment rendered 18<sup>th</sup> November 1659. Apostille:—Whereas Allard Anthony has requested by petition to the Hon<sup>ble</sup> Director General and Council of N. Netherland an appeal from the judgment pronounced by the Court of this City, dated 18. November 1659 in the case between him and Pieter Cornelissen van der Veen, and is again referred by the Hon<sup>ble</sup> Director General and Council to the Court; he requests explanation of the judg-

ment, therefore the Court can only perceive that parties dispute about the word "redress," by which word the Court understand a/c., proof and reliqua.

Tomas Wandel requests, by petition, that Nicolaas Velthuyzen's goods both in the house, he occupies, and those removed and brought to the City Hall, may be inventoried so that free of cost and damage he may draw his pay for rent therefrom. Apostille:—The petition shall come in concurrence with others, when the goods are sold, on condition of proving, that his claim is fair.

Tielman van Vleeck requests, as the absconding Nicolas Velthuyzen owes him fl. 151: 13 according to the a/c annexed, that his claim be registered with reservation, and that whenever the creditors shall come in concurrence together each one in fair preference, the petitioner may be reserved and kept according to the nature of the case itself. Apostille:—Petitioner's claim being just, he shall come in concurrence with the other creditors, whenever the goods shall be sold.

Wednesday, 28<sup>th</sup> January 1660. In the City Hall. Present the Heeren Marten Cregier, Olof Stevenzen Cortlandt, Pieter van Couwenhoven, Joannes van Brugh, Hendrick Janzen van der Vin, Jacob Kip, Cornelis Steenwyck.

Burgomasters and Schepens of the City of Amsterdam in N: Netherland having considered, read and re-read the vouchers, documents and papers used on both sides in the suit between Tielman van Vleeck attorney of Symon Clasen Turck, (as husband and guardian of Merritje Pieters, daughter of dec<sup>d</sup> Pieter Cornelissen, millwright, and his lawful heir, as well for himself as representing herein the orphan child of Tryntje Pieters, deceased daughter of said Pieter Cornelissen) pltf. against Dirck van Schelluyne, attorney of Albert Andriesen Noorman, residing at Fort Orange deft. relative to and concerning two hundred guilders, which Symon Clasen Turck is demanding from Albert Andriesen for so much, that Albert Andriesen has received from Joresy in the absence of Pieter Cornelissen, millwright, dated 3<sup>rd</sup> September 1649, gone to the Virginias, and not computed by him nor made good as appears by contract made between Albert Andriessen and Symon Clasen Turck by the intermediation of—Corlear and Dirck van Schelluyne according to acte thereof exe-

cuted before D: V. Hamel, Secretary of the Colony of Reinselaars Wyck, dated 27<sup>th</sup> September 1658; and whereas the words of the contract read as follows:—" Firstly, Symon Turck shall collect, receive, retain and dispose of as his own according to his pleasure, all outstanding debts receivable, wherever they be, all effects and goods found in the house of the dec<sup>d</sup> Pieter Cornelissen, whether belonging to him individually or to this Company or Association; On the other hand, Albert Andriesen assumes to himself all the debts payable where and to whomsoever they may be, relating to their partnership, whether these stand in the name of Pieter Cornelissen or his own name, promising to release Symon Clasen Turck from all claims relating hereunto."—Having looked into, examined and weighed every thing material, Burgomasters and Schepens find it right, that the pltf's demand be dismissed, inasmuch as they find, that the two hundred guilders were not to be received, but were paid several years since to Joris Rapalje, who sent the same to Albert Andriesen Noorman and are accordingly not payable to the estate of Pieter Cornelissen, but whenever Symon Turck or his attorney can prove that, at the time of settlement of a/cs and writing of the contract, Albert Andriesen Noorman notified Symon Turck, that he should receive the fl. 200., hereinbefore in question, from Sybout Clasen, then Albert Andriesen shall give and pay the abovementioned fl. 200 with costs and in default of proof the pltf. is condemned in the costs of suit. Regarding the demand in reconvention about certain planks, no disposition can be made therein as the same is moved according to the *Lites Contestatio*. Thus done and adjudged by the Burgomasters and Schepens of the City of Amsterdam in New Netherland as above.

Adj as above

Martin Kregier.

Burgomasters and Schepens of the City of Amsterdam in N. Netherland having read and reread the vouchers, documents and papers, used on both sides in the suit between Jurrien Blanck, pltf., in case of damage with and against Isaack Greveraet, deft., in the same cause and pltf. in reconvention against Jurrien Blanck in the same cause. The pltf. Jurrien Blanck concludes, that the deft. Isaack Greveraet shall be condemned, for his slander committed in his deft's house on his wife, both in words and deeds, to repair the injury honourably and profitably; honourably by appearing before the Court begging of the injured and justice forgiveness,

profitably by paying to the Poor at the discretion of the Court of this City. Against which the deft. Isaack Greveraet concludes, inasmuch as the pltf. and his wife came to his house and there not only used many words, but tried to strike him in his own house with a slipper, that the pltf. in convention shall be condemned to repair the inflicted injury honorably and profitably. Wherefore having weighed and examined all that is material contained in the demand of Jurrien Blanck, Burgomasters and Schepens condemn parties, on both sides, for their pinching, beating, striking and injuries committed against each other, each in the fine of twenty five guilders to be applied as is proper with payment of costs; and parties on both sides are expressly ordered and charged, in the name of the Court, henceforward neither in acts or words to molest one another about the aforesaid dispute, but to live with each other in peace and harmony, on pain should any one act contrary, of his being fined one hundred guilders or so much as shall, according to the circumstances of the case, be deemed proper. Thus etc.

Martin Krygier.

Burgomasters and Schepens of the City of Amsterdam in N: Netherland having read, and re-read the vouchers, documents and papers used on both sides in the suit between Hendrick Hendricksen Obe, pltf., against Pieter van Couwenhoven and Nicolaas Boot, in quality as curators of the insolvent estate of Jeems Butt, defts., wherein pltf. concludes, that the defts. shall give him due transport of the bark belonging to Jeems Butt, sold by them at open auction and bought by him; against which defts. conclude, inasmuch as the pltf. remains in default of bringing up the purchase money at the fixed time, but brought it in consignment long after the rating of the zeawant, that the pltf. shall be condemned to give and pay the difference of the reduction of the zeawant: All having been examined and weighed by Burgomasters and Schepens, they find inasmuch as the pltf. always evinced a willingness to bring up the money at the time fixed by the conditions on condition, that they previously should give due and formal transport of the bark and release him from all consequences, which has not yet been done, Burgomasters and Schepens decide and adjudge, that the pltf. can therefore satisfy and pay with the deposited monies in the quantity and quality, that he deposited the same. They order the defts. to convey to the pltf. the bark in due form, and parties on each side are condemned each in his own costs. Thus etc.

Martin Krygier.

This day, 29<sup>th</sup> January 1660. appears before me Joannes Nevius, Secretary etc., Dirck van Schelluyne in the name of Abraham Verplanck and Augustyn Heermans, who declare to appeal to the Director General and Council of N. Netherland from the judgment pronounced by the Court of this City on the 23<sup>rd</sup> January last between them and Raghel van Tienhoven.

Saturday, 31<sup>st</sup> January 1660. In the City Hall. Present the Heeren Nicasius de Sille, Martin Cregier, Olof Stevenzen Cortlant, Pieter van Couwenhoven, Joannes van Brugh, Hendrick Janzen van der Vin, Jacob Kip, Cornelis Steenwyck.

The Burgomasters relate, that the General has recommended them to put such persons in nomination as are friendly and not opponents.

Balthazar de Haart and Pieter Rudolfus appear in Court, who being informed of the judgment dated 22<sup>nd</sup> January last in the suit, which they had with each other; and agreeably thereto Pieter Rudolfus is asked, if he is resolved to state on oath, that Balthazar de Haart has sold him the vinegar as wine vinegar, and that he found immediately after having received it at his house that it was cider? Thereunto he answered, that he was willing to swear, that Balthazar de Haart sold him wine vinegar, but says he does not know if any thing had been put in the vinegar or other wine mixed with it and therefore he would not take an oath thereupon for all the goods in the world. M<sup>r</sup> Balthazar de Haart appears in Court, who is informed and told what he heard, that Pieter Rudolfus offered to swear—thereunto he answers, if he swear I shall prove the contrary, saying that the Notary Mattheus de Vos and Wernaer Wessels know wine vinegar and that Pieter Rudolfus came to him, about the vinegar, and said to him to come and prove that he sold him the vinegar as it was. Pieter Rudolfus appearing in Court was informed that the Court hold to the judgment rendered by them, asking him if he intend to take the oath? He answers as before, that for all the world he would not take an oath about it, saying there might be something else among it. Whereupon he is ordered to satisfy the judgment.

#### DEFINITIVE JUDGMENT.

Whereas Pieter Rudolfus has refused on the last January of this year, to swear, pursuant to the rendered judgment dated 22<sup>d</sup> Jan'y last,

he is therefore condemned by the Court to satisfy and pay for the eight hogsheads of vinegar, bought from Balthazar de Haart according to sale; with costs of suit. Thus done in Court of Burgomasters and Schepens of the City of Amsterdam in N. Netherland. Dated as above.

Bartholdus Maan requests by petition revision of the papers, documents and exhibits used in the suit against David Wessels about a piece of linen of 50 ells in question. Bartholdus Maan and David Wessels appear in Court, who were informed of their cause and of the judgment pronounced in their written suit against each other; whereupon David Wessels is asked, Who gave the piece of linen to the skipper trading to the North? Answering admits, that he did it on condition of bringing for it, if it were sold, butter, pork and meat and whatever he could not sell should be returned to the owner, saying he gave no security for the payment of the linen, neither did he buy it. Burgomasters and Schepens ask him, if he will swear to it? Answers, Yes; offering to do so in the presence of Bartholdus Maan. On the taking of the oath Bartholdus Maan, going out of Court, says, I will not be present; I make him a present of it. The Court, therefore, dismiss Bartholdus Maan's suit, agreeably to the judgment rendered, and condemn him in the costs of suit, in manner as followeth:

DEFINITIVE JUDGMENT.

Whereas David Wessels in accordance with the judgment rendered on the 22<sup>nd</sup> January last has this last of January of this year offered to swear, and Bartholdus Maan, on the offer and tender of the oath said, I will not be present; I make him a present of it;—in conformity to the aforesaid rendered judgment Bartholdus Maan's demand is dismissed and he is condemned the costs of suit. Thus.

Jacob Hugues requests by petition, that according to preference as surgeon, he shall first and before all be preferred in the monies, which shall proceed from the boat and goods of the banished Hendrick Jansen Claarbout for and in regard of his earned yearly salary and attendance in his sickness on his departure with M<sup>r</sup> Brown, to the sum of eighteen guilders. Whereupon was noted in the margin:—When the goods are sold the costs of the proceedings of justice shall be paid and the petitioner's request attended to.

Sunday, first February 1660. In the afternoon. Present in the City Hall, the Heeren Nicasius de Sille, Marten Cregier, Olof Stevenzen Cortlant, Pieter van Couwenhoven, Joannes van Brugh, Hendrick Janzen van der Vin, Jacob Kip, Cornelis Steenwyck.

Burgomasters and Schepens being assembled *Collegialiter*, their Worship, pursuant to the recommendation made yesterday, made the nomination in writing, each one by himself, in presence of Mr. Nicasius de Sille, Delegate from the Director General and Council of N: Netherland, as followeth:—

The nomination of Burgomast<sup>r</sup>

Marten Cregier

For *Burgomaster*.

Paulus Leenders Van der Grift,

Joannes van Brugh.

For *Schepens*.

Govert Loockermans,

Joannes de Peister,

Jacob Strycker,

Tymotheus Gabry,

Jacobus Backer,

Pieter Cornelis<sup>r</sup> Van der Veen,

Jan Vigne,

Isaack Greveraet.

Nomination by Schep<sup>r</sup> Piet<sup>r</sup> van

Couwenhoven.

For *Burgomaster*.

Paulus Leenders vander Grift,

Allard Anthony.

For *Schepens*.

Joannes de Peister,

Jacob Strycker,

Hendrick Kip, the Elder,

Jacob Backer,

Pieter Cornelis<sup>r</sup> vander Veen,

Pieter Rudolfus,

Francois de Bruyn,

Isaack Greveraet.

Nomination by Burgomaster Olof

Stevensen.

For *Burgomaster*.

Paulus Leenders<sup>r</sup> vander Grift,

Joannes van Brugh.

For *Schepens*.

Joannes de Peister,

Jacob Strycker,

Govert Loockermans,

Hendrick Kip,

Jacobus Backer,

Pieter Prins,

Pieter Rudolfus,

Tymotheus Gabry.

Nomination by Schepen J. van der

Vin.

For *Burgomaster*.

Paulus Leenders van der Grift,

Pieter Wolfersen van Couwenhoven.

For *Schepens*.

Govert Loockermans,

Joannes de Peister,

Hendrick Hendricksen Kip,

Pieter Rudolfus,

Pieter Cornelis<sup>r</sup> van der Veen,

Tymotheus Gabry,

Jacob Strycker,

Joannes Vigne.

Nomination of Schepen Joannes  
van Brugh.

*For Burgomaster.*

Paulus Leenders van der Grift,  
Govert Loockermans.

*For Schepens.*

Joannes de Peister,  
Jacob Strycker,  
Pieter Cornelis<sup>d</sup> van der Veen,  
Isaack Greveraet,  
Pieter Rudolfus,  
Frerick Lubbersen,  
Timotheus de Gabry,  
Mattheus de Vos.

Nomination by Schepen Jacob Kip.

*For Burgomaster.*

Paulus Leenders van der Grift,  
Allard Anthony.

*For Schepens.*

Joannes de Peister,  
Jacob Strycker,  
Govert Loockermans,  
Pieter Cornelissen van der Veen,  
Pieter Rudolfus,  
Francois de Bruyn,  
Joannes Vervelen,  
Isaack Greveraet.

Nomination by Schepen Cornelis Steenwyck.

*For Burgomaster.*

Paulus Leendersen van der Grift,  
Allard Anthony.

*For Schepens.*

Jacob Strycker,  
Govert Loockermans,  
Joannes de Peister,  
Pieter Cornelissen van der Veen,  
Isaack Greveraet,  
Francois de Bruyn,  
Frerick Lubbersen,  
Jan Vigne.

Scrutiny of the Votes.

*For Burgomaster.*

P. Leenders van der Grift, IIIIII 7  
Allard Anthony, III 3  
Joannes van Brugh, II 2  
Govert Lockermans, I 1  
Pieter van Couwenhoven, I 1

*For Schepens.*

Govert Loockermans, IIIII 5  
Joannes de Peister, IIIIII 7  
Jacob Strycker, IIIIII 7  
Timotheus Gabry, IIII 4

Jacobus Backer, III 3  
P. Cornelis<sup>d</sup> van der Veen, IIIIII 7  
Jan Vigne, III 3  
Isaack Greveraet, IIIII 5  
Hendrick Kip, III 3  
Pieter Rudolfus, IIIII 5  
Francois de Bruyn, III 3  
Frerick Lubbersen, II 2  
Mattheus de Vos, I 1  
Joannes Vervelen, I 1

And Whereas the votes of the eighth *Schepen* stick, four among them having each three votes, it is *de novo* asked who of the four shall be nominated.

Nomination.

Marten Cregier,  
Olof Stevensen,  
Pieter van Couwenhoven,  
Joannes van Brugh,  
Hend<sup>t</sup> Jansen van der Vin,  
Jacob Kip,  
Cornelis Steenwyck.

By plurality of votes for nomination

As *Burgomaster*.

Paulus Leendersen van der Grift,  
Allard Anthony.

For *Schepens*.

Joannes de Peister,  
Jacob Strycker,  
Pieter Cornelissen van der Veen,  
Govert Loockermans,  
Isaack Greveraet,  
Pieter Rudolfus,  
Timotheus Gabry,  
Jacobus Backer.

Honourable Valiant.

Whereas the election is at hand, and you Right Hon<sup>ble</sup> have been pleased to endow this City with the privilege of nominating the succeeding Burgomasters and Schepens, therefore Burgomasters and Schepens in the presence of Mr. Nicasius de Sille, Delegate from the Director General and Council, do by plurality of votes propose in nomination to you Rt. Hon<sup>ble</sup> a double number, to wit:—

For *Burgomaster*.

Paulus Leendersen van der Grift,  
Allard Anthony.

For *Schepens*.

Joannes de Peister,  
Jacob Strycker,  
Pieter Cornelissen,  
Govert Loockermans,  
Isaack Greveraet,  
Pieter Rudolfus,  
Timotheus Gabry,  
Jacobus Backer,

Requesting that you Right Honourable would be pleased to elect therefrom such as you think proper for the service of this City. Thus done

in the Court of Schout, Burgmasters and Schepens of the City of Amsterdam in N. Netherland, the first of February 1660.

By order of the same;

Joannes Nevius, Secretary.

The superscription was, To the Right Honour<sup>ble</sup> the Director General and Council of New Netherland.

Monday, 2<sup>nd</sup> February 1660. In the City Hall. Present the Heeren Marten Cregier, Olof Stevenzen, Pieter van Couwenhoven, Joannes van Brugh, Hendrick Janzen van der Vin, Jacob Kip, Cornelis Steenwyck.

Nicasius de Sille, Councillor and Fiscaal with the Secretary Cornelis van Ruyven appear in Court as Delegates from the Director General and Council of N: Netherland to the Burgomasters and Schepens to deliver a letter from the Director General and Council abovenamed, which reads as follows:—

Honourable, Beloved, Faithful—

From the presented Nomination are elected by Us:

*For Burgomasters.*

Marten Cregier, as Old Burgomaster,

Allard Anthony, Burgomaster.

Cornelis Jacobsen Steenwyck, *Presiding Schepen.*

Jacob Strycker,

Govert Loockermans,

Timotheus Gabry,

Jacob Backer, as *Schepens.*

And Nicasius de Sille, Councillor and Fiscaal with the Secretary Cornelis van Ruyven are hereby delegated and authorized to discharge the outgoing Burgomasters and Schepens after due acknowledgments for their rendered service; to instal those newly elected after taking the oath, and in the presence of the retiring Burgomaster and Schepens to announce them, as heretofore, to the Burghers and inhabitants of this City; wherewith after cordial salutations We commend Your Worships to God's protection and remain, Honourable, Beloved, Faithful, your good friends The Director General and Council of N. Netherland and was signed P. STUYVESANT. At the side stood; Done Fort Amsterdam in N. Nether-

land the 2<sup>nd</sup> Feb<sup>r</sup> 1660. The superscription was, Honourable, Beloved, Faithful Schout, Burgomasters and Schepens of the City of Amsterdam in N. Netherland.

And pursuant to the tenor of the above written letter, after reading the instruction to the newly elected Burgomasters and Schepens, the oath of allegiance is taken, and after ringing the bell three times, it is announced to the Burghers and inhabitants of this City, in manner as followeth:—

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

Marten Cregier, as *Old Burgomaster*.

Allard Anthony, *Burgomaster*.

Cornelis Steenwyck, *President Schepen*,

Jacob Strycker,

Govert Loockermans,

Timotheus Gabry,

Jacob Backer, *Schepens*.

Who are announced to the Commonalty, that they may hold the aforesaid persons in due respect and consideration. Thus done in the Court of the Hon<sup>ble</sup> Direct<sup>r</sup> Gen<sup>l</sup> and Council of N. Netherland holden at Fort Amsterdam in N. Netherland the 2<sup>nd</sup> Feb<sup>r</sup> 1660.

On 3<sup>rd</sup> February 1660. after ringing the bell once, the person of Nicolaas Velthuyzen was summoned in the presence of the Schout de Sille and the Schepens Timotheus de Gabry and Jacob Backer, in the manner following:—Whereas Nicolaas Velthuyzen has absconded and gone away from here, all Burghers and inhabitants of this City are hereby charged not to harbour or entertain him, but forthwith to produce him on pain of the enactment herein; and Nicolaas Velthuysen is hereby for the second time summoned to appear at the City Hall within eight days and there to hear all such demand and conclusion as the Schout and the creditors shall have to present against him, and in default thereof the

Schout and the creditors shall proceed to final judgment. Thus done and enacted in Amsterdam in N. Netherland the 3<sup>d</sup> Feb. 1660.

On date 4<sup>th</sup> February 1660, appears before me Joannes Nevius, Secretary, Pieter Rudolfus, declaring to carry in appeal before the Director General and Council of N. Netherland the judgment of the Court in his case against Balthazar de Haart.

Tuesday, 10. February 1660. In the City Hall. Present the Heeren Nicasius de Sille, Marten Cregier, Allard Anthony, Cornelis Steenwyck, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

Jacob Kip, pltf. v/s Reindert Janzen Hoorn, deft. Both in default.

Metje Wessells, pltf. v/s Hendrick van der Walle, deft. Defts. 2<sup>d</sup> default. Wernaar Wessels appears in Court for his mother demanding from deft. one hundred and twenty eight guilders, sixteen stivers zeawant, balance of book debt. Burgomasters and Schepens order deft. to deposit the money within three times twenty four hours with the Secretary of this City.

Hendrick van der Walle, pltf. v/s Metje Wessels, deft. Pltf. in default.

Cors Jansen, pltf. v/s Andries Andriesen, deft. Deft. in default.

Barent Cruytdop, pltf. v/s Mighiel Tades, deft. Pltf. demands from deft. fl. 32. 3. Deft. denies the debt, saying that coming from the South River, he brought salt and grain for the deft. and settled with him, and owes him nothing. Pltf. produces his book in Court, proving that deft. is in his debt. Burgomasters and Schepens refer the matter in question to Francois de Bruyn and Pieter Cornelissen van der Veen to reconcile parties if possible, if not to report to the Court.

Jan Rutgerzen, pltf. v/s Gerrit Hendrickzen, deft. Both in default.

Dirck Nickelisen, pltf. v/s Stoffel Elswaart, deft. Pltf. demands in writing from deft. restitution of his canoe, which he, deft., retains, producing a declaration from three credible witnesses whereby he proves, that it is his canoe. Deft. answers and says a long time ago he was out shooting, and that he was frequently fired at with bullets, and that he took the canoe from the Indians; also he did not ask for the canoe and he cannot comprehend him. The Court order the deft. to restore the canoe to the pltf.

Simon Hermzen Cort, pltf. v/s Cornelis Janzen, woodsawyer, deft. Deft. in default.

Symon Hermzen Cort, pltf. v/s Jan Cornelizen Swackenhals,\* deft. Deft. in default.

Symon Hermzen Cort, pltf. v/s Romain Servein, deft. Pltf. demands from deft. fl. 41. according to obligation and fl. 12. for making a cart, and further fl. 3. 9. for drink consumed. Deft. admits the debt and says, that pltf. has some goods belonging to him in his hands; and when he restores these he will pay. Burgomasters and Schepens order deft. to pay the pltf. and if he have any claim on the pltf., he can institute his action.

Simon Hermzen Cort, pltf. v/s Gerrit Gerrizen Cooper, deft. Deft. in default.

Alexander Carolus Curtius appears in Court, requests that his witnesses may be heard relative to the hog in dispute with Capt. Jacob. Jan Schryver appears as witness in Court, and is informed, that the Rector calls on him; whereupon he declares, that the hog in question was bought for two beavers and two blankets; offering to confirm the same on oath. Whereas Capt. Jacob's witness has not been heard, Capt. Jacob is ordered to summon Daniel Tournour at the next Court day.

Mr. Paulus van de Beeck appears in Court exhibiting the extract from the minutes relative to the suit against Willem Doeckles and Ariaan Jurtmensen Lamsman, with the return of the Court Messenger to the notice served on Willem Doeckles. The Schout, as guardian says, that Willem Doeckles has spent two Court days in producing his proof. Willem Doeckles' proof being given in by the Court Messenger, is read by the Court. Burgomasters and Schepens condemn Willem Doeckles to pay to the Rector the Rector's expense on one anker of brandy, and in the costs of suit, and Mr. Paulus has to seek redress from those, who entered the breach without taking out a permit.

Schepens Clements Steenwerk being demanded whereas he has attached money of Mary Pook in the hands of Cornelis Jansen Clopper on a/c of his obligation of fl. 148 10 against Jan Pook, and the aforesaid money is deposited in one of the Secretaries of this Crt. that he may lift the same under oath. The Court grants the petitioner's request and permission to lift the money under oath.

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The President states, that a certain interrogatory is communicated to him by the General, whereupon Timotheus de Gabry and Jacobus Vis are heard and have answered; saying that the Governour of New Haven requests, that the witnesses heard on the interrogatory may confirm their evidence with an oath. Whereupon Timotheus de Gabry and Jacobus Vis entering are asked if they are resolved thereto? Answer Yes. And have confirmed on oath, at the hands of the Officer, their answer given to the interrogatory.

On the petition of Tielman van Vleeck for Nicolaas Velthuyzen, requesting safe conduct for the abovenamed Velthuyzen is endorsed:—Whereas it does not appear, that the absconding Nicolaas Velthuysen requests safe conduct from them, they can make no disposition therein, until Nicolaas Velthuyzen requests such from them.

Dirck Smitt appears with Mary Peeck in Court; requests, whereas Mary Peecks moneys are deposited by Cornelis Jansen Clopper with the Secretary of this City, that he may lift them for a claim for rent, wherein it is agreed to be paid in beavers. Burgomasters and Schepens answer him, that they cannot do any thing with the beavers brought in deposit, as Cornelis Steenwyck is allowed to take them on bail.

Pieter Hermzen appears in Court producing the judgment pronounced between him and Frans Bloetgoet. Requests, that the Bailiff may be authorized to put the judgment in execution. The Court order the Bailiff to put these in execution.

M<sup>r</sup>. Paulus van de Beeck appearing in Court exhibits the judgment of the Court between him and Pieter van Halen; requesting execution thereupon. The Court order the Bailiff to put these in execution.

Jan Cornelissen de Zeuw (the Zealander) appears in Court producing the judgment of Burgomasters and Schepens dated 27<sup>th</sup> January, in the cause between him and Pieter the Noorman. Burgomasters and Schepens order him to have Pieter the Noorman notified by the Court Messenger.

Pieter Rudolfus and M<sup>r</sup>. Jacob Hugues appear in Court, requesting whereas they have been appointed in the presence of Schepen Cornelis Steenwyck, as curators over the deposited chest with *Krett* (?) and the beaver coat of Jan Perier, that they may take the same home and sell them for the benefit of those having just claims thereon. Burgomasters and

Schepens grant the petitioners their request providing they comply with the demand of the Heer Schout de Sille, dated 11. November 1659.

On this day, 10 Feb<sup>r</sup> 1660. is Nicolaas Velthuyzen summoned a second time after the usual ringing of the bell.

Tuesday, the 17<sup>th</sup> February 1660. In the City Hall. Present the Heeren Nicasius de Sille, Marten Cregier, Cornelis Steenwyck, Jacob Strycker, Timotheus Gabry, Jacobus Backer.

Jacob Kip, pltf. v/s Reindert Janzen Hoorn, deft. Deft. in default.

Joannes de Peister, pltf. v/s Jurriaen de Kuyper, deft. Pltf. demands from deft. fl. 120. in good current zeawant for an ox, payable in three times four and twenty hours with costs, on pain of execution. Deft. says, he has nothing to object to it, and expected seawant from Fort Orange, but did not get any. The Court order deft. to pay the pltf.

Wernaar Wessels, pltf. v/s Arien Jurriaenzen Lansman, deft. Deft. in default.

Jacobus Vis, pltf. v/s Mary Peeck, deft. Pltf. demands from deft. by virtue of a procuration from an Englishman at the North, fl. 64. 4 according to an obligation and fl. 194. more on a/c exhibited to the Court, making together fl. 258. 4 saying he has attached so much money in the hands of Cornelis Jansen Clopper. The presiding Burgomaster says, he has no knowledge of it. Deft. admits the fl. 64. 4. to be due according to obligation, saying she has no knowledge of the other; and that he owes her three guilders for venison. The Court order the pltf. to furnish deft. with a copy of the a/c to answer thereunto at the next Court day; declaring the attachment invalid.

Cors Janzen, pltf. v/s Andries Andriesen, deft. Pltf. says he hired his house from the deft. and that deft. refuses him a lease. Deft. produces a declaration, wherein he proves, that the pltf. did not hire his house. Pltf. replies, that they conversed together about the rent and that deft. asked fl. 150. rent and he made an offer thereon. Finally he said, I hold the lease; declaring, that the affiant was not present and he gave him his full demand. Deft. says, that pltf. sent a little girl to his house to ask him, if he should remain in the house or not. He answered thereto, No, but that he should look for another house. Pltf. says, he sent the girl for the lease. Parties being heard, Burgomasters and Schepens dis-

miss pltf's suit, as it appears there was no renewal of the lease, but by declaration warning of the rent.

Dirck Nickelsen, pltf. v/s Stoffel Elswaart, deft. Deft. in default. Pltf. produces the judgment dated 10<sup>th</sup> of this month, and therewith the return on the notice served by the Court Messenger. Whereupon was endorsed:—The Court order the Under Sheriff Waldron to take the canoe from Stoffel Elswaart and restore it to the pltf. at Stoffel Elswaart's expence.

Jan Rutgerzen, pltf. v/s Gerrit Hendrickzen, deft. Deft. in default. David Wessels, pltf. v/s Gerrit Segers, deft. Deft. in default. Pltf. says, he has attached the deft's grain in the hands of Anthony Jansen van Vaas; requesting that the same be declared valid. The Court declare the attachment valid.

David Wessels, pltf. v/s Bartholdus Maan, deft. Deft. in default. Pltf. demands in writing, that deft. shall be condemned pursuant to declaration delivered to pay him the costs of suit between him and deft. according to judgment pronounced therein. The Court order Bartholdus Maan again, to pay David Wessels the costs according to declaration and judgment rendered.

Anthony Janzen, pltf. v/s Gerrit Segerzen, deft. Both in default.

Symon Hermzen Cort, pltf. v/s Cornelis Janzen, Woodsawyer, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. fl. 147. 19. The Court order deft. to deposit the monies with the Secretary of this City within three times four and twenty hours.

Symon Hermzen Cort, pltf. v/s Gerrit Gerrizen, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. fourteen guilders ten stivers for consumed drink. The Court order the deft. to deposit the money with the Secretary of this City, within three times four and twenty hours.

Simon Hermzen Cort, pltf. v/s Jan Cornelisen Swackenhals, deft. Defts. 2<sup>nd</sup> default. Pltf. demands from deft. fl. 12. 18. The Court order deft. to deposit the money with the Secretary of this City within three times four and twenty hours.

Bruyn the mason, pltf. v/s Simon Hermzen Cort, deft. Pltf. in default.

Immeken Clazen, pltf. v/s Joris Dopzen, deft. Pltf. demands from deft. fl. 70. for a half year's rent. Deft. produces in writing the condi-

tions, on which he had hired the house; to wit, for one hundred and twenty guilders the year, provided the house was repaired, as it cannot be slept in dry. The Court order deft. to pay the pltf. for the last half years rent sixty guilders, on condition of keeping the house for his use, if he please, until the year is up.

Tomas Swartwout's wife, pltf. v/s Pieternelle La Montagne, deft. Deft. in default.

Jan Andriesen de Graaf, pltf. v/s Hendrick Janzen Spiers, deft. Pltf. demands from deft. fl. 43. for brick. Deft's wife appearing shews in writing, that pltf. in place of delivering her good whole brick, delivered her broken and refuse brick. Demanding therefore that the same be valued by arbitrators. Pltf. replies and says, that the deft. caused the first of the heap to be drawn. Offering to prove it. The Court order the pltf. to prove, that deft. has caused the first brick from the heap to be drawn.

Gabriel Carpesy, pltf. v/s Matthys Muller, deft. Deft. in default.

Gabriel Carpesy, pltf. v/s Gerrit Pelser, deft. Pltf. says, that deft. has hired his house. Deft. says, that pltf's wife hired him the house for fl. 50. on condition of making the same tight; that she did not do so; he was therefore obliged to remove and to go and dwell at the wharf and he resided there three months. The Court order the pltf. to cause his wife to appear at the next Court day; also the deft.

Gabriel Carpesy, pltf. v/s Jan Jansen, deft. Deft. in default.

Elsje Jans, pltf. v/s Janneke Clazen, deft. Pltf. demands from deft. fl. 20. ballance of wages earned from her by her late husband. Deft. says, the contract was not fulfilled part of which remains still unperformed; and she has paid over fl. 20. Pltf. replies, that over work was done; and that they had submitted it to arbitrators, who set off one against the other. The Court refer the matter in dispute to Sybout Clazen and Abraham Jansen, carpenter, to reconcile parties in presence of Paulus Leendersen van der Grift and to decide their dispute.

Daniel Tourneur, pltf. v/s Frans Jansen van Hooghten, deft. Pltf. demands from deft. one beaver balance of a hog and two guilders for slaughtering. Deft. says, that on buying the hog, he was told by the pltf., that he had no meazled hogs among his; and on slaughtering it found it meazled. Deft. is asked, if he killed the hog shortly after buying it?

UNITED STATES OF AMERICA

IN SENATE  
JANUARY 10, 1961  
REPORT OF THE  
COMMISSIONER OF THE  
BUREAU OF REVENUE  
ON THE  
REVENUE  
FOR THE  
FISCAL YEAR  
ENDING  
JUNE 30, 1960

THE COMMISSIONER OF THE BUREAU OF REVENUE  
HAS THE HONOR TO SUBMIT TO THE SENATE  
THIS REPORT ON THE REVENUE FOR THE  
FISCAL YEAR ENDING JUNE 30, 1960.  
THE REPORT IS DIVIDED INTO TWO  
PARTS. THE FIRST PART CONTAINS  
A SUMMARY OF THE REVENUE FOR THE  
FISCAL YEAR. THE SECOND PART  
CONTAINS A DETAILED ANALYSIS OF  
THE REVENUE FOR THE FISCAL YEAR.

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On date 17<sup>th</sup> Feb<sup>r</sup> 1660 is Nicolaas Velthuyzen summoned a third time after the usual bell ringing to appear in this City within eight days to hear all such demand and conclusion as the Schout and creditors shall have to make against him, and in default thereof to proceed to final judgment.

Tuesday the 24<sup>th</sup> February 1660. In the City Hall. Present the Heeren Nicasius de Sille, Marten Cregier, Allard Anthony, Cornelis Steenwyck, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

The Schout de Sille requests by petition, as Nicolaas Langevelthuyzen has absconded from here and his property, left behind, attached both in the City Hall of this City and at his house is taken care of at great expense, that the same be sold for the benefit of the costs of Court and the creditors. Burgomasters and Schepens authorize Paulus Leendersen van der Grift and Joannes de Peister, Orphan Masters of this City, to sell Nicolaas Langevelthuyzen's property and to deposit the monies proceeding therefrom with the Secretary of this City, when further disposition shall be made therein by the W: Court, and the following authority is given to the Orphan Masters:—

[This *Acte* is not given in the Original Record.]

Schout de Sille and Metje Greveraet, pltf. v/s Isaack de Haan, deft. The pltf. Metje Greveraet produces in writing her complaint relative to the defts. unbecoming acts and injuries, and demands justice of the Court in their righteousness, and to prevent him henceforward repeating such or similar things. Deft. Isaack de Haan (the written complaint being read to him) admits to have acted unbecomingly, saying he was drunk. The Schout as guardian of the widow, and on some confession by the deft. with frivolous excuse of drunkenness concludes, as deft. is on the eve of his departure for Fort Orange, that he shall stand committed, until the Schout take further information and proof; requesting eight days. Deft. replies and says, that the pltf. states, that he had said that her daughter had her belly full; that he did neither think nor say so. Pltf. and her guardian rejoin and persist in their demand and reparation of character in such manner as is proper. Deft. requests copy of the demand at his expense. The Court order copy of the demand to be furnished to pltf. to answer thereto at the next Court day.

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

Jan Cornelissen, the Zealander, pltf. v/s Pieter Janzen Noorman, deft. Pltf. demands, that deft. shall exhibit the ground brief, so as to see the error in question. Deft. exhibits the ground brief. Pltf. says, he bought twenty five morgens of land \* from deft. shewing a declaration dated 7<sup>th</sup> Feb<sup>r</sup> 1660. of Lauwerens Pieters and Barent Joosten, who testify that Pieter the Noorman sold the 25 morgen to Jan Cornelissen. Deft. says, he sold pltf. no more, than Claas van Elslant measured, and the land was pointed out in the pltf's presence. Jan Cornelisen, the Zealander, is asked why he summoned Pieter the Noorman? Answers on a/c of the cart road and declares, that the witnesses heard from Pieter the Noorman, that he sold Jan Cornelisen the Zealander 25 morgens of land and says no one but they and their wives were by at the sale. The Court order pltf. to bring in proper form a notarial declaration, that deft. sold him twenty five morgens of land.

Jacob Kip, pltf. v/s Reindert Janzen Hoorn, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. payment of twelve beavers, and requests commissioners for settlement of a/cs. with deft. and that in the presence of one from the Bench. The Court appoint for settlement of a/cs. Joannes van Brugh old Schepen and Daniel van Donck to settle the a/cs in question in presence of Schepen Cornelis Steenwyck, and to reconcile parties if possible, if not to report to the Court.

Jacobus Vis, pltf. v/s Mary Peeck, deft. Pltf. produces the judgment pronounced between him and the deft. and says he furnished deft. with an a/c but can come to no a/c with her. Deft. says, she knows nothing of this a/c. The Court refer the matter in question to Paulus Leenderzen van der Grift and Joannes de Peister to settle parties' a/cs. and to reconcile them if possible; if not, to report to the Court.

Hendrickje Swartwout, pltf. v/s Pieternelle La Montagne, deft. Pltf. demands from deft. seven months wages for her daughter hired by the deft. at fl. 50. the year. Defts. husband appears in Court and says, he is not bound to pay any hire, as his daughter was two days with her parents without their knowledge. Parties being heard, the Court decree, that deft. shall pay the pltf. a quarter's wages for the whole period her

\* In Williamsburg near Bushwick line and now in Brooklyn.

daughter has been in defts. service, as the parents kept their daughter two days at home without the knowledge of either master or mistress.

Jan Rutgersen, pltf. v/s Gerrit Hendricksen, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. eleven guilders balance of a/c. The Court order deft. to deposit the money with the Secretary of this City within three times four and twenty hours.

Reindert Janzen Hoorn, pltf. v/s Teunis Cray, deft. Pltf. in default.

David Wessels, pltf. v/s Bartholdus Maan, deft. Pltf. producing his demand in writing against deft. demands from deft. fl. 23. 7 $\frac{1}{4}$  for costs incurred in the suit between him and deft. Joannes Nevius, Secretary, rising says, as it is a matter wherein he has also summoned the deft. he demands from deft. payment of fl. 9. 2. with costs incurred and to be incurred herein. Burgomasters and Schepens condemn the deft. to satisfy the pltf's demand according to judgment rendered and that in the space of four and twenty hours, with costs incurred and to be incurred, on pain of execution; and in default of payment the Bailiff is authorized to proceed with the execution, with costs.

Nicolaas Meyer, pltf. v/s Albert Alberzen, the ribbon weaver, deft. Deft. in default.

Willem Traphagen, pltf. v/s Isaack Greveraet, deft. Pltf. produces his demand in writing against the deft., which being read to deft., he says the Magistrates have better information; producing the papers used in the suit against the pltf. Isaack Greveraet appears in Court demanding from deft. another half year's rent @ 15 beavers the year. Willem Traphagen appears in Court, who being advised of the papers produced by Isaack Greveraet, namely, an acte of obligation and bond dated 23 April 1659, wherein he obliges himself to pay within two months and in default thereof to quit the house. Burgomasters and Schepens having heard demand and answer of parties, and having moreover seen the produced papers, persist in their previous judgment rendered 17. Febr'y 1660.

Lauwerens Andriesen, pltf. v/s Frerick Aarzen, deft. Deft. in default.

Lauwerens Andriesen, pltf. v/s Francois Abrahamzen, deft. Pltf. demands from deft. a lock and chain, which deft. took from a canoe in his charge. Deft. says, he saw no chain nor lock and sailed the canoe out of friendship with Jan de Boer. The Court order the pltf. to prove who has taken the chain and lock.

Jan Andriesen de Graaf, pltf. v/s Madaleen Hendricks and Nicolaas Backer as witnesses. According to order of the Court, dated 17 Feb<sup>r</sup> last. Nicolaas Backer appearing as pltf's witness, declares, that Hendrick Jansen Spiers has helped him to load the brick from the heap, and says he always rode the same as well for deft. as for Samuel the hatter (Edsal). Deft. Madaleen produces a declaration to the effect, that her husband told deft. on being notified to have the brick drawn that it was not fit weather. Burgomasters and Schepens decree, whereas the brick was purchased in the heap and Hendrick Jansen Spiers helped to load the first brick and had the remainder brought to the house by Nicolaas Backer, that therefore his demand is dismissed.

Jan Eraat, pltf. v/s Grietje Pieters, deft. Pltf. says, he comes again for the linen, producing the judgment of the Court dated 13<sup>th</sup> January of this year 1660. Deft. says, the linen is attached and that the man, who attached it, is satisfied with her. Pltf. says, that the deft. will not give him back more than ten and three quarter ells, and cannot obtain six shirts from it. The Court order the deft. to deposit the linen in question, within twice twenty four hours, with the Secretary of this City.

Teuntje Straatmans, pltf. v/s Matthys Muller, deft. Pltf. demands from deft. fl. 25. for a half years rent. Deft. says, he cannot remain dry in the house. Pltf. says, he well knew, what the small house was, as he occupied it before, and it was tight and fitting. The Court order the deft. to pay the pltf. five guilders for five weeks rent, the time he occupied the small house.

Teuntje Straatmans, pltf. v/s Gerrit Pilser, deft. Pltf. demands from deft. fl. 50. for rent. Deft. says he resided there 3 months and produces a declaration as to the conditions entered into with her. The Court order the deft. to pay the pltf. thirteen guilders for the time he occupied the house.

Gabriel Carpesy, pltf. v/s Jan Jansen, deft. Pltf. demands from deft. fl. 6: 15 and one pound of butter for taking care of his cow. Defts. son appears in Court and says, that pltf. let his cow stray in the bush and he and his brother in law Dirck Siecken were two days in search of her. Pltf. says, that deft. did not deliver his cow like others, on the blowing of the horn, to be led to pasture. The Court order deft. to pay the pltf. the six guilders and fifteen stivers and a pound of butter for the pasturing of his cow.

Daniel Tourneur, pltf. v/s Joannes van der Meulen, deft. Deft. absent. Burgomasters and Schepens order the pltf., as it is a matter of evidence, to take Joannes van der Meulen's written declaration.

Cornelis Hendrickzen, arrestant and pltf. v/s Hans Vos, arrested and deft. Pltf. demands from deft. three skepels of grain or fl. 15. for wages. Deft. admits to owe, but says not so much. Pltf. says, they agreed for a crown a day in grain at beavers price, and he worked eleven days and a half, and received thereon three skepels of grain, of which, two skepels were wheat and one skepel rye. Deft. says, he offered pltf. the grain, but he would not receive it; whereupon deft. answers, it was then no time to receive grain. The W: Court order deft. to pay the pltf. in the time of fourteen days, three skepels of grain or fl. 13. 10. in zeawant.

Cornelis Janzen Clopper and Mary Peeck appear in Court and Cornelis Jansen Clopper demands of Mary Peeck conveyance of his house bought from Mary Peeck's husband. Mary Peeck demands, that she might receive the remainder of the money brought in deposit to the Secretary of this City and not attached. Burgomasters and Schepens order Mary Peeck to convey the house to Cornelis Jansen Clopper and allow her to take the balance of the deposited money, not attached.

Herry Bresar appears in Court; demands money from the *Pork buyer's* \* sold goods, for rent to the amount of fl. 40. and further, a half barrel of small beer paid for him, according to obligation shewn to the Court. The Court decree, that he shall come in concurrence with others for what remains after the expenses of justice are paid.

On the petition of Merritje van der Sluys is endorsed:—The Court order the petitioner to appear in Court on the next Court day with Christiaen Nysen's wife.

On the petition of Allard Anthony is endorsed:—Allard Anthony is ordered by the Court to furnish Pieter Cornelissen van der Veen what he requires to have a/c. proof and reliqua of.

On the petition of Pieter Cornelissen vander Veen is endorsed:—Pieter Cornelissen van der Veen is ordered by the Court to furnish within six days after receipt of Allard Anthony's demand, a/c, proof and reliqua of the goods by him found short; according to the previous judgment.

\* *Supra*, page 105.

Tuesday 2<sup>nd</sup> March 1660. In the City Hall. Present the Heeren Marten Cregier, Allard Anthony, Jacob Strycker, Govert Loockermans, Timotheus Gabry.

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

Wernaar Wessels, pltf. v/s Hendrick van der Walle, deft. Pltf. requests to know, why the deft. had summoned him on the last Court day. Deft. says, for payment of a claim, that he has against his mother; producing in writing his answer and conclusion to the demand entered by the pltf. dated 10<sup>th</sup> Feb<sup>r</sup> last. Pltf. replies, that the Magistrates will please to examine it, asking the deft. for the obligation; to which he answers, he handed it to his sister in good faith, and not the mother, and never settled with her, as she was sick. Burgomasters and Schepens refer the matter in question to Joannes van Brugh, old Schepen, and Joannes van der Meulen to examine parties' a/cs.; to settle the same and to reconcile parties if possible; if not to report to the Court.

Wernaar Wessels, pltf. v/s Ariaen Jurriaenzen Lansman, deft. Deft. in default.

Ariaan Jurriaenzen Lansman, pltf. v/s Jan Quisthout, deft. Both in default.

Hans Dreper, pltf. v/s Jan Cornelisen Koele, deft. Deft. in default.

Geertje Hoppe, pltf. v/s Maghtelt Gerrits, deft. Pltf. demands from deft. twelve guilders for two earthen dishes at 24 stiv. the piece and the balance in brandy, which her husband either drank there or has had carried out, and says, that she abused her for a mother of whores. Deft. admits owing eight shillings for the two earthen platters, and if her husband has drank any thing there, he must be spoken to; and she scolded her for a thief. Pltf. denies it, replying that she drank as well as her husband. Deft. says, she worked for the pltf. and earned fl. 4 $\frac{1}{2}$ . Demands also payment of that; which pltf. denies. Parties being heard the Court orders each to give in their a/cs. and to furnish one another with their claim and if they cannot agree to produce the a/cs at the next Court day.

Lauwerens Andriesen, pltf. v/s Freric Aarzen, deft. Pltf. demands fl. 59. from deft. and four chairs according to obligation shewn to the

Court. Deft. denies owing so much. The Court order deft. to pay the pltf. the fifty nine guilders and four chairs according to obligation.

Barent Cruytdop, pltf. v/s Capt. Post, deft. Deft. in default.

Barent Cruytdop, pltf. v/s Daniel Tourneur, deft. Deft. in default.

Barent Cruytdop, pltf. v/s Mighiel Tades, deft. Deft. in default.

Hendrick Janzen Spiers, pltf. v/s Jan Andriesen de Graaf, deft. Pltf. says he bought brick from the deft. and that he broke them; producing the judgments rendered the 17<sup>th</sup> and 24<sup>th</sup> Feb<sup>r</sup> last; also, the declaration produced last Court day, and requests by petition reconsideration; but says beforehand therein, if the deft. can swear, that he did not break or exchange the brick, he is satisfied to pay him immediately. Deft. is asked, if he will confirm by oath that he has not exchanged the Brick in question? Answers, Yes. Burgomasters and Schepens order the pltf. to pay deft. for the brick, as he offers to swear, he did not change them.

Jan Cornelisen, the Zealander, pltf. v/s Pieter the Noorman, deft. According to order by the Court on the last Court day, pltf. produces notarial declaration of Lauwerens Pieters and Barent Joosten executed before the Notary Mattheus de Vos and witnesses, dated 25<sup>th</sup> Feb<sup>r</sup> 1660., who declare, that they heard Pieter the Noorman say, he sold Jan Cornelisen the Zealander, 25 morgens of land. Deft. requests copy of the declaration. Pltf. demands to proceed for costs and damages, which is granted him. The Court order copy of declaration to be furnished to party to answer thereunto at the next Court day.

Jan Rutgerzen, arrestant and pltf. v/s Barber Philipzen, arrested and deft. Both in default.

Reindert Janzen Hoorn, pltf. v/s Tryntie van Campen, deft. Both in default.

Reindert Janzen Hoorn, pltf. v/s Cors Janzen, deft. Both in default.

Arien van Laar, arrestant and pltf. v/s Albert Keuningh, arrested and deft. Pltf. says, that deft. owed him a skepel of wheat and gave him rye for it. Deft. admits he delivered pltf. a skepel of rye, but says it was taken from clean rye, and he gave a hat full in addition. The W: Court order the pltf. to be satisfied with the skepel of rye and discharge deft. from arrest.

Eghbert van Borssum, pltf. v/s Jurrien Blanck, deft. Pltf's wife ap-

pears in Court, demanding from deft. payment of fl. 94. 1. by virtue of a bail bond executed on 4<sup>th</sup> Octob. 1659 before the Notary Dirck van Schelluyne and witnesses. Deft. requests, that pltf. shall have three or four days patience or sell the goods, which she has in store as collateral security. The Court order deft. to pay pltf. the fl. 94: 1. in the space of four days.

On the remonstrance of the Orphan Masters is endorsed:—Burgomasters and Schepens authorize the Orphan Masters to cause to be forthwith sold the goods of Nicolaas Langevelthuysen and to retain the money proceeding therefrom at the further order of the Burgomasters and Schepens.

On the petition of Pieter Cornelisen van der Veen is endorsed:—Whereas Pieter Cornelisen van der Veen requests by petition, that Allard Anthony shall within a short time specify and exhibit to him what he has found too short, therefore Allard Anthony is ordered to render to Pieter Cornelisen van der Veen within four times four and twenty hours after notice hereof, what he has found too short in the receiving of the goods, on pain of nonsuit.

Tuesday, 9<sup>th</sup> March 1660. In the City Hall. Present the Heeren Marten Cregier, Jacob Strycker, Timotheus Gabry.

Whereas the majority of the Board is not assembled, the session is postponed to this day eight days, and parties are ordered to appear on the next Court day.

On the petition of Nicolaas Velthuyzen, wherein he requests six months safe conduct, as he expects his absence will be injurious to the creditors, but to help to settle the matter by his presence or to come to a friendly settlement with the creditors. Apostille:—Burgomasters and Schepens refer the petitioner to the Director General and Council.

Tuesday, 9<sup>th</sup> March, 1660. In the City Hall. Present the Heeren Marten Cregier, Cornelis Steenwyck, Jacob Strycker, Timotheus Gabry.

Ordered, on the petition of Pieter Cornelisen van der Veen, wherein he requests, as it appears, that Allard Anthony has no just claim against him, and 'tis sufficiently seen, what special great costs, trouble and villainous vexation he has caused him, that Allard Anthony through contu-

macy and nonsuit be condemned to observe silence and quietness forever, with costs. Petitioner is ordered by Burgomasters and Schepens to render to Allard Anthony within four times four and twenty hours a/c. proof and reliqua of the goods, which he sold and enumerated in the margin. Allard Anthony was also through graciousness a second and last time ordered to specify within four times four and twenty hours after notice hereof to Pieter Cornelisen van der Veen what he has found too short in receiving the goods; on pain of nonsuit.

Josias Willekens appears in Court, requesting indemnification from Claas Mighielsen for a hhd. of tobacco, which he allowed to roll in the water, to this end causing an attachment to be placed in the hands of Ritzert Airy on some money due there to the above named Claas Mighielsen. Deft. says, he did not do it willingly, and having taken it out of the water he had it stripped and found it rotten inside and had about twenty or thirty pounds of it twisted. Burgomasters and Schepens refer the matter in question to Jacob Steendam and Hendrick Hendricksen Obe to reconcile parties if possible; if not to report to the Court. Meanwhile the arrest remaining so long valid until the case is decided or parties be reconciled.

On date, 15<sup>th</sup> March 1660. appeared before me, Joannes Nevius, Secretary, Allard Anthony, declaring that he appeals to the Director General and Council from the order dated 9<sup>th</sup> March 1660. ult<sup>o</sup> granted on the petition of Pieter Cornelissen van der Veen in his cause against him, the appellant.

On date, 16. March 1660. the following Placards are published from the City Hall of this City, after the customary ringing of the bell.

Burgomasters and Schepens of the City of Amsterdam in N. Netherland. To all those who shall see or hear These read, Health:—Be it known: Whereas many Scotsmen and Traders come here every year in the hither bound ships, who, without having sought, much less obtained their Burgher Right according to the privilege granted them by the Director General and Council, depart from here to Fort Orange or elsewhere with their merchandize, trade the same away there and thus deriving the greatest benefit carry it away, which the Burghers and inhabitants

of the City being deprived of must miss, and thus the bread is taken out of their mouths, in direct opposition to the privilege of Staple and Burgher Right, granted by the Lords Directors of the West India Company to the City, which further to prevent Burgomasters and Schepens studying to maintain their privilege and the prosperity of this City, order and charge all Scotsmen and traders not to attempt to sell any goods here or to depart from this place to the Fort Orange or elsewhere within this District of N. Netherland with their merchandize or goods without having previously sought and obtained their Burgher Right and holding within this City an open shop, which that such may be duly held and observed, We order and charge our Officer here to pay proper attention thereto and to proceed on the merits against the contraveners. Every one is hereby warned and put on his guard against damage. Thus done and Enacted in Amsterdam in New Netherland in the Court of Burgomasters and Schepens the 9<sup>th</sup> March 1660.

Burgomasters and Schepens of the City of Amsterdam in N. Netherland. To all those who shall see or hear These read, Health! Be it known—Whereas some Burghers and inhabitants of this City have exhibited to Burgomasters and Schepens certain remonstrance to obtain a foreign trade or commerce, which remonstrance having been communicated by the Burgomasters and Schepens to the Director General and Council, their Hon<sup>rs</sup> were pleased to recommend the matter to the Lords Directors of the West India Company, who, according to an extract of a despatch received from the Hon<sup>ble</sup> Lords Directors by the Director General and Council, have been pleased to favour this Province with a foreign trade, the rather as being a means to encourage some to the cultivation of land, on the prosecution and promotion of which the prosperity and advancement of this state depends; but under express condition, that the ships, which shall proceed from here to France, Spain, Italy, the Caribbean Islands and other countries, to trade or sell their freighted country produce or whatever wares or merchandize it may be, shall be bound and holden to steer right for the City of Amsterdam in Europe with the returns they may obtain, or if to this place to discharge and traffic, to pay such customs as the Director General and Supreme Councillors shall find reasonable; Which is communicated to the Commonalty so that those interested may regulate themselves accordingly.

Thus done in Amsterdam in N. Netherland in the Court of Burgomasters, the 9<sup>th</sup> March, 1660.

Tuesday 16<sup>th</sup> March 1660. In the City Hall. Present the Heeren Marten Cregier, Cornelis Steenwyck, Jacob Strycker, Govert Loockermans, Timotheus Gabry.

David Joghimzen, pltf. v/s Carsten Jansen, deft. Pltf. demands to know, why the deft. having the land in lease \* gives up his agreement, exhibiting the lease made between Jacob Hay and Pieter Clasen on which the deft. entered. Deft. says, he cannot remain dwelling on the bouwery; he must obey the order of the supreme government; and he cannot make use of the land; he must ride his grain over three and a half thousand paces through the rough forest. The Court decree, as the Director General and Council have ordered a village in the neighbourhood of the bouwery, that the pltf. as lessor must deliver the house standing on the farm at the village at his own cost, and then the lessee shall fulfill the conditions of the lease.

Wernaar Wessels, pltf. v/s Hendrick van der Walle, deft. By virtue of power from his mother pltf. demands from deft. one hundred and eight and twenty guilders eighteen stivers according to a/c exhibited in Court. Deft. demands in writing, that pltf's mother shall declare at what time and to whom she paid obligation, saying he gave the obligation to Mary, her daughter, who denies it; demanding from his mother fl. 31. 16. 8. according to a/c exhibited in Court. Pltf. says that the deft. according to the tenor of the obligation has paid five instalments; offering to prove by the Messenger, that the deft. gave the obligation to his mother; and asks the deft., if he will swear to his book that the a/c was correctly entered? Answers, Yes. The Court having heard parties, seen the a/c on both sides and moreover the award of arbitrators and that parties have no other difference than about the obligation, order Metje Wessels to shew by the next Court day, with whom and wherein she had settled the obligation in question with Hendrick van der Wall.

\* This land had been granted to Dirck Volckertsen, who sold it to Hay or Hayes in 1653; it is now in Greenpoint, Brooklyn. The village mentioned is supposed to have been at the Wallabout. See *Stiles*, Brooklyn, I, 113, II, 321.

Arien Jurriaanzen Lansman, pltf. v/s Jan Quisthout, deft. Both in default.

Barent Cruytdop, pltf. v/s Capt Post, deft. Pltf. demands from deft. fl. 29. 7. in Zeawant. Deft. admits the debt and says, he never spoke to him about it until now. The W. Court order deft. to pay the pltf. in six weeks.

Barent Cruytdop, pltf. v/s Willem Bogardus, deft. Deft in. default.

Barent Cruytdop, pltf. v/s Cornelis Jansen Coele, deft. Deft. in default.

Mighiel Tades, pltf. v/s Anthony van Aalst, deft. Pltf. says he sold the deft. a sail, mizzen mast and rigging, a part of which he received and that he will now draw back and told him that what he bought should be at his own risk; demanding for what he sold him, fl. 70. in zeawant and seven beavers. Deft. requests copy of the demand. Burgomasters and Schepens grant deft. copy to answer thereunto at the next Court day.

Hendrick Janzen Spiers, pltf. v/s Willem Traphagen, deft. Pltf's wife appearing in Court demands from deft. one hundred and eighteen guilders for grain sold him. Deft. acknowledges the debt; demands time and says he gave pltf. pawn in hand. Pltf. says, the pledge is not worth so much. The Court order deft. to pay pltf. the hundred and eighteen guilders.

Jan Andriezen de Graaf, pltf. v/s Hendrick Janzen Spiers, deft. Cornelis Pieterzen Hooghboom, co-partner in the brickmaking, appears in Court demanding payment from the pltf. for the brick, he bought from them. Deft's wife appearing in Court, requests by petition, that de Graaf shall confirm by oath not only, that he did not change the purchased brick in question, but also that he has not broken it. Burgomasters and Schepens postpone the matter to the arrival of Jan Andriesen de Graaf, that he may purge himself under oath, that he has not changed nor willingly broken the brick in question.

Eghbert Meinderzen, pltf. v/s Jacques Cosseau, deft. Pltf. in default.

Pieter Janzen, mason, pltf. v/s Mary Boodt, deft. Deft. in default.

Jan Janzen Hagenaar, pltf. v/s Jan Swaan, deft. Pltf. in default.

Romein Servin, pltf. v/s Jan Quisthout, deft. Deft. in default.

Cornelis Janzen van Hoorn, pltf. v/ Arien Huyberzen, deft. Pltf.

demands from deft. one hundred and seventy five guilders balance of purchase of lands. Deft. says, the pltf. was content with Pieter Jansen Witt and now addresses him; he says he has offered him payment in pease @ four guilders the skepel, for which he can sell them. The Court order deft. to pay the pltf. the hundred and seventy five guilders.

Wernaar Wessels, pltf. v/s Ariaan Jurriaanzen Lansman, deft. Pltf. demands from deft. one hundred and ninety five guilders, two stivers balance of rent. Deft. requests, that the lease be read, which is done and 'tis mentioned, that 'tis let for fl. 160 per annum, which is denied by him saying, he hired it for only fl. 150., but that Jan Quisthout his partner should make a bundle of clothes for the ten guilders, with which he was satisfied and that they both hired the house, saying further that the other is a man of family and he is a single man, complaining that the house and cellar are not in proper repair. The Court order the deft. to pay the pltf. the fl. 195: 2. @ eight beads of zeawant for a stiver, on condition of holding his guarantee on Jan Quisthout, and if he have any claim for repairs of the house he can institute his action against the pltf.

Claas Tysen, pltf. v/s Lauwerens Carstenzen and his wife, defts. Defts. in default.

Saartje Pieters, pltf. v/s Sara Lauwerens, deft. Deft. in default.

Pieter Rudolfus, pltf. v/s Jacob van Couwenhoven, deft. Pltf. demands from deft. fl. 743. 10. in beaver and fl. 184 in zeawant according to a mortgage exhibited in Court. Deft. acknowledges the debt; promises to pay as soon as possible. Pltf. says and grants the deft. time, until the first trading season, provided in case he should not then pay, he may seize the property according to mortgage. Burgomasters and Schepens give the deft. time, until the season for trading according to pltf's. offer and in default of payment to seize the goods.

Raghel van Tienhoven, pltf. v/s Cornelis Aarzen, deft. Pltf. demands from deft. fl. 401. according to obligation, whereon she declares, she has received fl. 99. 4 in zeawant and one skepel of white peas @ three guilders and one skepel of gray peas @ four guilders and two skepels of wheat @ five guilders the skepel, amounting together to fl. 117. Deft. denies owing so much producing an offset a/c but without day or date. Pltf. demands costs of suit. The Court order deft. to pay the pltf. according to obligation, deducting the fl. 117, that the pltf. acknowledges

to have received and if any further payment has been made on the obligation he shall have duly to prove it.

Frerick Aarzen, pltf. v/s Jan Janzen van de Lange Straat, deft. Pltf. demands from deft. fl. 8. for two chairs. Deft. admits the debt and says he offered the pltf. payment in plank. The Court order the deft. to pay the pltf.

Aris Otte, pltf. v/s Ritzert Ary, deft. Deft. in default. Pltf. says, he has attached with deft. some goods and earned wages of Claas Mighielsen alias Jopie for a claim, he has against him, and that deft. gave up said property and wages to Jacob Steendam. Whereupon the Under Sheriff being sent for appears in Court, who was informed of the matter and ordered to maintain the pltf. in his right, as Ritzert Airy has let some goods go, that were attached with him.

Hendrick Martenzen, pltf. v/s Hermanus van Borssum, deft. Pltf. demands remuneration for damage to a canoe, which deft. committed by sailing against it with his boat. Deft. denies it. The Court order the pltf. to prove, that deft. injured his canoe.

Mighiel Tades, pltf. v/s Claas Janzen Ruiter, deft. Pltf. demands from deft. conveyance of the land \* purchased from him and paid for exhibiting the judgment of the Court dated 28<sup>th</sup> Jan'y 1659. Defts. wife appears in Court; pretends the arbitrators pronounced half costs. Pltf. says, that the costs allowed by the arbitrators are understood for appearance. Deft. says, they were the costs of suit. The Court having heard parties, deft. is ordered to let the pltf. properly survey the land and to deliver the conveyance at his cost, and parties shall mutually each bear half the costs of the appearance of arbitrators also of the inspection of the grain.

Arien de Visser, pltf. v/s Jan Aarsen Coopall, deft. Pltf. demands from deft. fl. 43. 15. for thirty five days hire of his boat at 25 stiv. per day. Deft. says, he settled with pltf. and that Black Marchandt asked the boat from him saying, he had authority therefore from the pltf. Pltf. denies it, saying he gave deft. the boat and not Black Marchandt. The Court refer the matter in question to Lambert Huybertsen Moll and Jan Hendricksen Stelman to decide the case in question and to reconcile parties if possible, if not to report to the Court.

\* Near the present Jerolamon Str., Brooklyn, betw. Court Str. and the East River, nearly opposite the Battery. See for its location map in the Bergen Genealogy, p. 229.

Pieter Janzen Noorman answers the declaration of two persons produced by Jan Cornelissen the Zealander on the 2<sup>d</sup> March 1660. The Court order copy to be furnished to party to reply thereunto at the next Court day.

On the petition of Pieter Cornelissen van der Veen, by which he requests perpetual silence on the part of Allard Anthony in the case which he has against him—is endorsed: Burgomasters and Schepens find, that the petitioner has not rendered the a/c in due form, since he does not shew to whom the wares were sold and for what and what pay he rec<sup>d</sup> which he was ordered.

Jan Rutgerzen appears in Court producing the judgment pronounced between him and Jacob van den Bos and the notice given by the Bailiff. Bailiff is authorized to put these in execution and in default of goods being exhibited to put him in jail.

Besides the reading of the before written Placards, is also read the following for a day of Fasting and Prayer communicated to Burgomaster Marten Cregier in a closed letter.

Honourable, Beloved, Faithful:—

Whereas it has pleased God, the righteous Ruler of Heaven and the whole Earth justly to visit us, nay many amongst us for their sins' sake, the cause of all punishments, with Hot fevers, heavy Rheums, Dizziness of the head and many more diseases; the Province in general with threats of encroachments and invasions of neighbours on our long possessed Lands, Streams and Rivers, with Rumours of Wars and the daily fruits thereof, as Murders and Burnings by the Indians, Barbarous Natives committed here especially on our countrymen and fellow inhabitants in the Esopus which the Righteous and not less Merciful God hath so mitigated and directed that, beyond our expectation, the worst did not happen according to the base intention of the Barbarians before He put a stop to the same, expecting, no doubt our repentance and conversion from our crying and God provoking sins such as the public desecration of His Sabbath, the prophanation of His Name by cursing and swearing, our lukewarmness and torpor as regards His service, our drunkenness, debauchery, wantonness, whorings, cheatings, and many other public sins in vogue amongst us, to the scandal of Christian neighbours and barbarous natives; from which, if we do not turn, we have nothing to expect but that we shall perish like others and that there shall fall on us not the Tower of Siloa but

God's wrath from Heaven, kindled for our greater punishment if we do not be converted. In order then to ward off the one and obtain the other from the Allbeneficent God, the Director General and Council have, with this view, deemed it necessary to enact and prescribe a General Day of Fasting and Prayer which shall be holden every where within this Province on Wednesday before Easter being the 24<sup>th</sup> March. Therefore all Inhabitants of this Province both Officers and Subjects, are hereby charged to appear on the day aforesaid in the Church, or where it is the custom to preach or read God's word, in order to ardently invoke, after hearing God's Holy Word, the Name of the Lord with humble and stricken hearts, to pray and beseech Him that his Divine Majesty would be pleased to ward off from him and put an end to His righteous punishment and well earned chastisement which our crying and clamorous sins deserve; to continue peace and good correspondence between us and our Neighbours; to keep and maintain us and this early budding Province in His Fatherly Protection against the machinations of these Barbarous Natives and all Illwill of those who seek its Downfall and Ruin; to bless the fruits of the earth with early and late rains, and before all other things to let us increase and grow in the Fear and Knowledge of His Name and in the hatred of our own sins; particularly, also, that his Divine Majesty would please to favour the Rulers and Governors of the Land with knowledge, wisdom, prudence and holiness that they may aim at, resolve and courageously carry out whatever may promote the welfare of the Country and the prosperity of the good inhabitants: which that it may be the better practised and observed the Director General and Council forbid on the aforesaid day of Fasting and Prayer, during Divine Service, all exercise and playing at Tennis or Ball, Hunting, Fishing, Trading, Ploughing, Sowing, Mowing, all unlawful games such as dice playing, and getting drunk under the penalty already established; and the Ministers of God's Holy Word within this Government are requested to form their prayers and sermons to the purpose aforesaid. Thus done in the Assembly of the Heeren Director General and Council holden in Fort Amsterdam in N. Netherland the 23<sup>d</sup> Feby 1660.

Under Stood, By order of the Heeren Director General  
and Council of N. Netherland.

Was signed, C. van Ruyven Secret<sup>r</sup>.

Tuesday 13. April 1660. In the City Hall. Present the Heeren Nicasius de Sille, Marten Cregier, Cornelis Steenwyck, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

Schout Nicasius de Sille, pltf. v/s Abel Hardenbroeck, deft. Deft. in default. The pltf. requests benefit of default.

Schout Nicasius de Sille, pltf. v/s Frans Janzen, deft. Deft. in default. The pltf. requests as above.

Schout Nicasius de Sille, pltf. v/s Seletje Arens, deft. Deft. in default. Pltf. demands as above.

Schout Nicasius de Sille, pltf. v/s Joris Dopzen's wife, deft. The pltf. demands the fine for that deft. has tapped for some soldiers in the morning. Deft. requests eight days. The Court postpones the matter until the arrival of the Under Sheriff.

Schout Nicasius de Sille, pltf. v/s Hendrick Janzen Spiers, Catalyn Jorge, Bartelt Sibranzen and Mighiel Sibranzen, defts. Which case was also postponed until the arrival of the Under Sheriff.

Metje Wessels, pltf. v/s Timotheus Gabry, deft. Pltf. in default.

Hendrick Jansen van der Vin, pltf. v/s Aris Otte, deft. Deft. in default. Pltf. demands the benefit of the default.

The Schout de Sille retiring from Court requests to be excused as the scow is coming ashore with goods.

M<sup>r</sup>. Paulus van de Beeck, pltf. v/s Skipper Crul, deft. Pltf. demands from deft. the consumption excise, as the deft. sold his wine like other burgers. Deft. denies having sold the wine in such fashion, saying he had neither cellar nor store, where in to keep the wine and sold the same on the strand. Schepen Cornelis Steenwyck, rising, says the wine belongs to him. Whereupon the pltf. says, Then hast thou smuggled. Demanding no more than his right. Mr. Steenwyck demands satisfaction for the pltf. saying, that he has smuggled. Burgomasters and Schepens having heard parties, decree as the wine was sold as it stood on the strand without being entered, that the Farmer has no claim. Dismiss his demand, in consequence.

Mighiel Tades, pltf. v/s Anthony van Aalst, deft. Mattheus de Vos as deft's att'y answers in writing pltf's demand made last Court day. Pltf. says, that the sale was final and that an Englishman was present at the sale, from whom pltf. is ordered to get a declaration.

Joannes Vervelen, pltf. v/s Cornelis Barenzen and Douwe Hermzen, defts. Pltf. produces in writing his demand against the defts., concluding that Douwe Hermzen shall be condemned to erect the small house, which he undertook, in front of the lot he bought from Cornelis Barenzen, and that Cornelis Barenzen shall suffer and allow it. Deft. Cornelis Barenzen says, he has nothing to do with it. Burgomasters and Schepens decide, that pltf. shall have to be satisfied with the lot and timber sold according to conditions and proposals read at public sale.

Metje Wessels, pltf. v/s Hendrick van der Walle, deft. Pltf. demands from deft. payment of fl. 128. 18. declaring, she had paid to deft. the obligation in question according to the order of the last Court day. Deft. denies it and demands from pltf. fl. 31: 16: 8. Deft. is asked, why he gave the obligation to pltf. ? Answers, he gave the obligation to pltf. when he moved from Joannes de Peister's saying: "Meutje, hold the obligation, I shall come and settle with you tomorrow or the day after." Deft. entering again, was asked, if he will declare on oath, that he did not receive any thing on the obligation, and has not settled, and he shall well consider. Answers, Yes. Burgomasters and Schepens order Metje Wessels for the second time, to prove to whom, at what time and in what species she paid the obligation in question to van der Wall.

Jacques Cosseau, pltf. v/s Anthony Bagyn, deft. Pltf. in default.

Adriaan Vincent, pltf. v/s Antony Bagyn, deft. Pltf's wife appears in Court demanding from the deft. fl. 140. 7. in seawant. Deft. admits the debt; says he has nothing. The Court order deft to pay pltf.

Maria Boot, pltf. v/s Barent Cruytdop, deft. Pltf. in default.

Pieter Jansen, mason, pltf. v/s Maria Boot, deft. Deft. in default. Pltf. complains, that the deft. slandered him, abusing him as a rogue and a thief; producing declaration of two persons to that effect. Burgomasters and Schepens order Maria Boot to appear in Court on the next Court day, in default whereof the Under Sheriff shall be ordered to bring her.

Paulus van de Beeck, pltf. v/s Anna van Borssum, deft. Pltf. demands from deft. the farmer's excise on six hhds. of French wine. Deft. says, she had paid the excise thereon, producing for this purpose a permit to remove, from the books of Salomon La Chair. The Court order the deft. to prove, that it is the same wine, which she removed from the Ferry to Daniel van Donck's cellar.

M<sup>r</sup> Paulus complains, that Anneken van Borssum took too much ferriage from him in difference of a/cs. exhibiting the a/c. Which being communicated to Anneken, says that her son Hermanus who is without, has better knowledge thereof; and being called in, he says that the Fiscal told him he may take six stivers ferriage from each person when ice is going. Parties were recommended in Court to settle their dispute among each other.

Claas Gangelofzen Visscher, pltf. v/s Reinier Gaukes, deft. Deft. in default.

Hans Stein, pltf. v/s Jan Teunissen, deft. Pltf. demands from deft. twenty one guilders five stivers. Deft. acknowledges the debt and says, he offered to pay pltf. in the harvest, and that he has nothing now. The Court order the deft. to pay the pltf. twenty one guilders five stivers.

Claas Pietersen Cors, pltf. v/s Geurt Coerten, deft. Deft. in default.

Thomas Wandel, arrestant and pltf. v/s Ritzert Bridnel, arrested and deft. Pltf. demands from the deft. the obligation against William Herck dec<sup>d</sup>, as the same is paid by the aforesaid Herck. Deft. says, it is not entirely paid. Burgomasters and Schepens refer the matter in question to Carel van Brugh, Tomas Hall and Jacobus Vis to decide the same and to reconcile parties if possible; if not to report to the Court. The arrest remaining meanwhile valid.

Salomon La Chair, pltf. v/s Ritzert Bridnell, deft. Pltf. demands from deft. sixty six guilders six stivers arising from consumed board, loaned monies and excise, requesting that the arrest of the deft. may continue, until he is paid. Deft. admits the debt; promises to pay as soon as he can. The Court order the deft. to pay the pltf. and the arrest remains meanwhile valid.

Eghbert Wouterzen, arrestant and pltf. v/s Claas Pieterzen Cos, arrested and deft. Pltf. demands from deft. payment of monies disbursed to the sum of fl. 111. 8. with interest, and requests that he may not be allowed to depart before he has paid. Deft. says he has paid and earned something thereon. The Court order the deft. to pay the pltf. the hundred and eleven guilders and eight stivers, on condition of deducting what he can prove he has fairly paid and earned thereon; the arrest remaining meanwhile valid.

Claas Pietersen Cors, pltf. v/s Isaack Abrahamzen, deft. Deft. in default.

Jan Smedingh, pltf. v/s Moenes Pieterzen, deft. Pltf. says he hired a small house from the deft. for 24 gl. the year and has occupied it half a year; is on a bouwery where he is going to live the half year and that others reside in the house; and he paid the deft. thirteen guilders and that deft. has seized eleven guilders with Jan van der Bilt; asks why he has done so? Answers, for the remaining rent. Deft. is asked, if the others have gone to dwell in the house with his consent? Answers, Yes. Burgomasters and Schepens having heard parties decree, as the deft. allowed others to reside in the house, that, in that case he has no claim on the pltf. Therefore pltf. may receive the money from Jan van der Bilt.

Romein Servyn, pltf. v/s Jan Twisthout, deft. Defts. 2<sup>d</sup> default. Pltf. produces an assignment of Jacob Vis on deft. Burgomasters and Schepens advise the pltf. to see Jacobus Vis, as the deft. will not pay.

Barent Cruytdop, pltf. v/s Willem Bogardus, deft. Defts. 2<sup>nd</sup> default. Pltf. demands from the deft. fl. 24. 7. The Court order deft. to deposit the money with the Sec<sup>y</sup> of this City within three times twenty four hours.

Claas de Noorman, arrestant and pltf. v/s Goodman Bets, arrested and deft. Both in default.

Sybout Clazen, pltf. v/s Hendrick Janzen Smitt, deft. Deft. in default.

Hendrick Martenzen, pltf. v/s Hermanus van Borssum, deft. Pltf's wife appears in Court producing according to the order of the last Court day, a declaration against the deft. setting forth, that the deft. stated he will let the canoe be repaired. Deft. admits it, and says he so stated to prevent trouble; requests copy to answer thereunto at the next Court day; producing also a declaration against the pltf. Deft. appearing in Court is informed, that it is better to let the canoe be again repaired than to proceed further, which will be more expensive; which he, the deft. undertakes to do; which offer is communicated to the pltf. by Burgomasters and Schepens; and she is ordered to be satisfied therewith, to prevent further costs.

Hay Olferzen, pltf. v/s Willem Doeckles, deft. Pltf. demands from deft. eighteen days wages less one quarter of a day @ four guilders per day. Deft. says, he spoke to pltf. to work with him; he shall enjoy with

him the wages earned; which pltf. denies. The Court refer the matter to Pieter van Couwenhoven and Adolf Pietersen to reconcile parties if possible; if not, to report to the Court.

Jan Jansen Hagenaar, pltf. v/s Jan Swaan, deft. Pltf. demands from deft. fl. 29. 16. for wages at his house. Deft's wife appears in Court; acknowledges the debt. Burgomasters and Schepens order the deft. to pay the pltf.

Joseph d'Acosta, pltf. v/s Mighiel Tades, deft. Deft. in default.

Cornelis Barenzen's wife appears in Court demanding payment of the last instalment for the lot, which her husband sold Tomas Swarwout. The Court say it is disposed of.

Asser Levy appearing in Court requests, that he may take, under security the 17½ ells of cloth and 12 gl. in seawant lying attached at the City Hall, in Anthony Baguyn's chest, which he gave him. Burgomasters and Schepens order Asser Levy to produce proof at the next Court day, that he gave the cloth and money to Antony Bagyn.

Jacques Cosseau appears in Court; says he has attached the goods of Anthony Bagyn at the City Hall for fl. 27. in seawant, and a sow on half the increase; demanding payment thereof. Burgomasters and Schepens say, when the goods are sold, he shall come in concurrently with others.

Arien de Visser appears in Court producing the judgment in the suit against Jan Coopal, saying, that Jan Coopal will have nothing to do with the arbitrators; and that he summoned him, but it is not on the roll, and he has left. Burgomasters and Schepens say, when he returns to arrest him.

Carel van Brugh and Sara Cornwel his wife request in writing, that the attachment on Anthony van Hardenberghs goods remaining with Govert Loockermans may be declared valid by virtue of a legacy, which the abovenamed Herdenbergh left his sister Lysbet. Apostille:—The arrest is declared invalid, until proof be made, that the goods remaining with Govert Loockermans belong particularly to Anthony van Herdenbergh dec<sup>d</sup>.

Pieter Cornelizen van der Veen requests by petition that Allard Anthony shall be estopped in his claim according to the order of the 9<sup>th</sup> March and condemned to perpetual silence, with costs. Apostille:—The Court persist in their previous Apostille dated 9<sup>th</sup> March last.

Tuesday 27. April 1660. In the City Hall. Present the Heeren Olof Stevensen Cortlant, in place of the absent Burgomasters, Jacob Strycker, Govert Loockermans, Timotheus Gabry.

Olof Stevensen Cortlant exhibits in Court the following acte of qualification:—

Whereas both the ruling Burgomasters of this City are absent, the Old Burgomaster Olof Stevensen van Cortlant is hereby requested, appointed and qualified to attend during their absence in place of the presiding Burgomaster and to manage all occurring City matters both in and without this Court. Done Fort Amsterdam in N. Netherland the 26<sup>th</sup> April 1660. Understood—By Order of the Honble Director General and Council of N. Netherland; was signed

Cornelis van Ruyven Secret<sup>r</sup>

Barent Cruytdop, pltf. v/s Maria Boot, deft. Both in default.

Pieter Jansen, mason, pltf. v/s Maria Boot. Pltf. says, that the deft. accused him of being a thief and a rogue, producing a declaration of Huybert de Bruyn and Jacob van den Bos and demands, that she shall prove it, or otherwise that she shall receive what such merits; claiming all damages. Deft. says, he first scolded her and that he ought to quarrel with men and not with women; she could also have obtained a declaration, had she brandy to spend. Pltf. denies having scolded her and says she shall prove it. The Court postpone the matter to the next Court day.

Claas Gangelofzen Visser, pltf. v/s Reinier Gaukes, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. twenty five guilders and six stivers for consumed board. The Court order the deft. to deposit the money with the Secretary within three times four and twenty hours.

Hans Dreper, pltf. v/s Cornelis Janzen Coele, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. twenty seven guilders two stivers for consumed board. The Court order the deft. to deposit the money with the Secretary of this State within three times four and twenty hours.

Huybert de Bruyn, mason, pltf. v/s Raghel van Tienhoven, deft. Both in default.

Willem Doeckles, arrestant and pltf. v/s Glaude La Metre, arrested and deft. Pltf. demands from deft. fl. 260: 15 according to a/c exhibited to the Court. Deft. having communication of the a/c says, the fl. 185

standing in the a/c lies ready at Joannes Vervelen's; and when he, the pltf., caused him to be arrested, he looked for him and found him in a tavern, where he asked him for the a/c, in presence of Isaack de Foreest, who was by; to which he answered I have not the a/c., which being stated to Willem Doeckles, he is asked, why he did not then furnish the a/c to him? Answers he said, I have not yet made it out; I will give it to you tomorrow. Parties being heard, Glaude La Metre is ordered by the Court to pay Willem Doeckles the fl. 185, balance of the fl. 385. and if Willem Doeckles has any claim further on Glaude La Metre, he shall furnish him the a/c thereof and institute his action; and Glaude La Metre is discharged from arrest, as he was with Willem Doeckles in company with Isaack Foreest and demanded the a/c from him, but it was not given him.

Hans Dreper, pltf. v/s Hay Olferzen, deft. Deft. in default.

Claas Gangelofzen Visser, pltf. v/s Hay Olferzen, deft. Deft. in default. Pltf. prosecutes an attachment served on the monies of the deft. in the hands of Hendrick Jansen Spiers on a claim his wife has against him by virtue of a judgment. The Court declare the arrest valid.

Tomas Verdon, pltf. v/s Jan Quisthout, deft. Deft. in default.

Nicolaas Meyer, arrestant and pltf. v/s Evert Dirckzen van As, arrested and deft. Pltf. demands in writing fulfillment of contract for delivery of timber according to agreement, made with deft., claiming all costs, damage and interest suffered thereon, as the same must be delivered before the winter. Deft. says, he was sick ten weeks, and that he pltf. expected some timber. Nicolaas Meyer, appearing in Court, demands that deft. shall deliver the timber according to contract and agreement within eight days. Evert Dirckzen appearing in Court and being informed of the demand of Nicolaas Meyer promises to deliver the timber within fourteen days. The Court order deft. to deliver the timber according to his promise within fourteen days.

M<sup>r</sup> Jacob Hendrickzen Varrevanger, arrestant and pltf. v/s Marten the Carpenter, arrested and deft. Both in default.

Sybout Clazen, pltf. v/s Hendrick Janzen Smitt, deft. Pltf. says, he worked for deft. at his house and cannot agree about wages: requests of the Court, that two arbitrators may be appointed to tax the same. Defts. wife appears; requests the same. The Court refer the matter to

Pieter van Couwenhoven and Abraham Janzen, carpenter, to examine the work and estimate the same and to reconcile parties if possible ; if not to report to the Court.

Josep. d'Acosta, pltf. v/s Mighiel Tades, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. one beaver and two guilders in zeawant. The Court order the deft. to deposit the beaver and the two guilders in seawant within three times four and twenty hours with the Secretary of this City.

Burger Jorisen, pltf. v/s Geertje, widow of Reyer Stoffelzen, deft. Pltf. demands from deft. payment of a lot \* sold to her and says, that deft. will make him responsible for what she loses on the lot by the survey of the Surveyors, and that she has built on the lot. Deft. says, he sold the lot, but has not conveyed it to her. The Court postpone the matter to the arrival of the Burgomasters.

Hans Stein, pltf. v/s Jan Teunissen, deft. Pltf. demands from deft. fl. 21. 5. Is asked how long an indulgence does he give him ? Answers fourteen days. Deft. promises to pay him in the harvest. The Court order deft. to pay pltf. within the time of fourteen days, and in default thereof the arrest issued shall take effect.

Joannes Vervelen requests by petition, that Cornelis Barenzen shall be condemned to build the small house, the expense of which he told him at the sale of the lot and timber he was to bear; if not that he indemnify him for the damage he will suffer thereby as he said the building was included therein; whereupon he purchased the lot. Apostille:—The Court persist in their last rendered judgment, and if the petitioner thinks he has any claim on Cornelis Barenzen on the ground, that he has misled him, he can institute his action against him.

Pieter Jansen Trynenburgh, alias Noorman, requests by petition, that Jan Cornelisen the Zealander shall be again ordered to render his reply on the next Court day, on pain of nonsuit with costs, inasmuch as he has remained in default to reply according to the order of the 16<sup>th</sup> March last. Jan Cornelisen the Zealander is hereby for the second time ordered by the Court of this City to prosecute his suit, that he has against

\* This lot was on the S. W. corner of the present Beaver and William Str. and was conveyed April 14, 1660. South William Str. has since been cut through it. Valentine's Manual, '65, p. 666.—B. F.

Pieter Jansen Noorman, and to reply to the aforesaid Pieter Jansen's answer on the next Court day.

The Under Sheriff Resolveert Waldron appears in Court saying, that he comes in the name of M<sup>r</sup> de Sille, to prosecute the attachment issued against one Hendrick Muller's goods lying in store, in the possession of Cornelis Steenwyck; also against the goods of Cornelis Willemsen, carpenter, arrived in the ship the *Beaver*, as they both have absconded from here. The Court declare the arrest valid.

Wednesday, 28<sup>th</sup> April 1660. Extraordinary Session holden in the City Hall. Present the Heeren Olof Stevensen Cortlant, in place of the absent Burgomasters; Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

M<sup>r</sup> Willem Weit, pltf. v/s M<sup>r</sup> Samuel Smitt, deft. Parties have settled with each other.

Tuesday, 4 May 1660. In the City Hall. Present the Heeren Nicassius de Sille, Allard Anthony, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

Schout de Sille, pltf. v/s Abel Hardenbroeck, deft. Defts. 2<sup>d</sup> default.

The Heer Schout de Sille, pltf. v/s Bartelt Sybranzen and Mighiel Sybranzen, defts. Deft. Mighiel Sybranzen in default. The pltf. says, that deft. fought in the street with his servant before Pieter Janz. Deft. denies it, saying they did not fight with each other, but were together in sport to see, for a can of wine, who was the strongest. Pltf. replies and says, that deft. told him, that his man first struck him and that he would not have such a servant and that the servant is away from him. Deft. rejoins and says, he did not strike except in play; offers to confirm such on oath, and demands that it be proved, that he had been fighting. The Officer tenders the oath to the deft., whereupon deft. answers he will prove by witnesses, that they were together only in sport for a can of wine—saying wherefore should I take an oath? The Court order the deft. to prove by the next Court day that they were together at the time only in sport.

The Under Sheriff Resolveert Waldron, pltf. v/s Moses Lucena, deft. Pltf. says, that deft. was fighting with Jan Jansen van Rotterdam; demands the fine. Deft. says, Jan Jansen first struck him and that he

must defend himself. Burgomasters and Schepens postpone the matter to the next Court day and order the Under Sheriff then to summon Jan Jansen to confront them with each other.

Schout Nicasius de Sille, pltf. v/s Frans Janzen, deft. The pltf. says, that the deft. in company with Abel Hardenbroeck and others broke windows and made a noise in the street. Deft. denies it, but admits he was in company. The pltf. demands postponement, until the arrival of Marten Cregier and that deft. shall meanwhile give bail to appear, when summoned or otherwise remain in the place in which he is. Burgomasters and Schepens order the deft. to enter bail to appear on the summons of the Officer and defend himself, and the case is postponed till the arrival of Marten Cregier. Jacob Strycker enters himself as bail for the deft. Frans Janzen.

Schout Nicasius de Sille, pltf. v/s Joris Dopzen's Wife, deft. Pltf. says, that deft. is ordered to produce proof, that she did not tap after nine o'Clock at night. Deft. produces certain declaration from three persons, namely Crynen Marselis, Evert Clasen, Cornelis Cornelisen van der Ree, who declare that they did not see the deft. tap any drink for soldiers, who came into deft's house at night against her will and consent; and the deft. answers the pltf's demand, dated 13<sup>th</sup> April last. The Under Sheriff appears in Court; say he has witnesses, to whom the deft. stated, that she tapped at night a mutje of brandy and a can of beer; Willem Bogardus, appearing for this purpose, declares that she, deft., told him so. Deft. says, she stated that she tapped by day. The Under Sheriff Resolveert Waldron says, that the soldiers came there at two o'Clock at night and remained there until day, and that the Burgomaster Marten Cregier heard the soldiers, as they stood on the square before his house \* boast of it; and that deft. told him, the man servant with the powder in his face stated, that he would pay the shot (club money). Whereunto deft. answers, that he neither said so nor had drunk any. The Court order the Under Sheriff to produce further proof.

Tomas Verdon, pltf. v/s Jan Quisthout, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. fl. 22. 5. for firewood and an axe. The Court order deft. to deposit the money with the Secretary of this City within three times four and twenty hours.

\* On the Westside of Bowling Green, the above mentioned " Square."

Huybert de Bruyn, pltf. v/s Raghel van Tienhoven, deft. Pltf. says, he agreed with deft. to repair a chimney, so that it should not smoke, and that he sought to do so in divers ways, and that deft. will not pay him now. Deft. says, that the pltf. undertook to repair it from above and that he made a number of holes to accomplish his object thereby; will prove this; and that it still smokes. The Court order the deft. to produce her proof at the next Court day.

Hans Dreper, pltf. v/s Hay Olferzen, deft. Pltf. demands from deft. fl. 38 for consumed drink. Deft. acknowledges the debt and has nothing to object to it, but says, he has no money. The Court order the deft. to pay the pltf. the fl. 38. within three times four and twenty hours.

Cornelis Pluyvier, pltf. v/s Jacob de Haan, deft. Both in default.

Pieter Jansen, mason, pltf. v/s Maria Boot, deft. and Huybert de Bruyn and Jacob van den Bos, witnesses. Pltf. demands reparation of character from deft., for having abused him as a rogue and a thief, and that she shall prove it. Deft. says, if he had not troubled her, she should not have scolded him. Pltf. denies having troubled her. Deft. is asked if she can prove, that the pltf. is a rogue and a thief? Answers, No; saying, I know not what he is. Was further asked, if she can prove, that he troubled her and if there were any one present? Answers that Bruyn the Mason was there, but that he withdrew; saying further, that the witnesses have testified for a pint of brandy. Bruyn the Mason denies it, relating how the matter occurred, and that she said, she would prove it, but had not heard, that he had scolded her, and that the Notary Tielman van Vleeck told her to cease, but she would not. The Schout as guardian of the peace against Maria Boot concludes, as there is no proof to the contrary and according to her own confession, that the aforesaid Maria Boot shall have to satisfy the pltf. to beg of justice remission and forgiveness and to pay a fine of twenty five guilders; with costs. Maria Boot is asked, what she has to object; answers, to postpone it to her husband's return. The Schout replies; whereas the deft. frivolously excepts and is still speaking ill, what ought not be suffered before the Bench of Justice, and that the deft. shall remain in Boot's chamber, until the sentence or judgment be fulfilled. The Court having heard parties and the demand and conclusion of the Officer, condemn the deft. for her bad and unbecoming language (which ought not be tolerated in a well ordered place, where

justice is maintained,) in a fine of twenty five guilders, praying the pltf. and Justice for forgiveness and further to pay the costs of suit.

Jan Rutgerzen, pltf. v/s Arent Lauwenzen, deft. Deft. in default.

Nysie Andries, pltf. v/s Cors Jansen, deft. Pltf. says, that deft. refuses to vacate the house, which he hired from her, and that his house is empty and that she must leave the house, which she occupies. Deft. says, he hired the house for a year and that the time is up on the 3<sup>d</sup> June next coming and offered an assignment and to pay the remainder in fourteen days in fulfillment of the rent. Pltf. replies, that he hired the house to May. Deft. denies it; and says there was no lease made. And whereas there is no proof on either side, the Court refer the matter in question to Dirck van Schelluyne and Burger Joris to reconcile parties if possible; if not to report to the Court. Meanwhile the deft. is ordered to vacate pltf's house.

Grytje, the maid of Barent Cruytdop, pltf. v/s Susan, wife of Claas Tysen, cooper, deft. Deft. in default.

Mattheus de Vos, pltf. v/s Jan Rutgerzen, deft. Pltf. demands from deft. fl. 14: 14: 8 for earned salary: demands payment or in default thereof immediate execution. Deft. says, he has not got his payment; promises to pay. The Court order the deft. to pay the pltf. with costs.

Mattheus de Vos, pltf. v/s Jacob van Couwenhoven, deft. Deft. in default.

Mattheus de Vos, pltf. v/s Jan Jerrisen, deft. Pltf. demands from deft. fl. 5: 14: 8 for earned fees; requests payment or in default thereof immediate execution. Deft. says that Gabriel de Haas' wife will not pay him. The Court order deft. to pay the pltf. with costs.

Mattheus de Vos, pltf. v/s Barent Gerrisen, deft. Pltf. demands from deft. fl. 5: 14. 8 for earned fees; requests payment or in default immediate execution. Deft. says, Hans Dreper will not pay him the costs. The Court order deft. to pay pltf. with costs.

Mattheus de Vos, pltf. v/s Styntje Hermz, deft. Pltf. demands from deft. fl. 10. 4: 8. for earned fees; requests payment or in default immediate execution. Deft. says she has not been able to get any money of Jacob van Couwenhoven's rent. The Court order the deft. to pay the pltf. with costs.

Styntje Hermz, pltf. v/s Jacob van Couwenhoven, deft. Deft. in default. The Court order the Bailiff to put in execution without delay the judgment, which Syntje Herms has against him.

Barent Gerrizen, pltf. v/s Hans Dreper, deft. Pltf. demands from deft. the costs incurred in the suit, which he had against him about a hog; with costs thereof. Deft. says, he had the pltf. asked by the Court Messenger about the costs and how much they were. The Court order the deft. to pay the pltf. the costs.

Nicolaas Meyer, pltf. v/s Dirck Clasen Pottebacker, deft. Pltf. demands from deft. fl. 285. in good current seawant according to obligation dated 13. Feb: 1660 due 1st May following; with costs incurred and to be still incurred. Deft. demands time to go up [the river] to collect, what he has outstanding there to pay the pltf. saying he intended, that he should get it. The Court order the deft. to pay the pltf. according to obligation on condition of deducting what is paid thereon.

Jan Gerrizen, pltf. v/s Gabriel de Haas' wife, deft. Deft. in default.

Jan Rutgerzen, pltf. v/s Jacob van den Bos, deft. Pltf. demands from deft. fl. 3. 18. for costs. Deft. says, he searched for pltf's canoe; offers to pay him when he has given him salvage. The Court order deft. to pay pltf. without delay.

Resolved, ratified and concluded in Court, that the previously enacted Ordinance of Schout, Burgomasters and Schepens on the subject of appearance at and absence from the ordinary, extraordinary and other meetings shall be strictly obeyed and observed conformably to its tenor; to wit:—

Whoever comes half an hour too late shall pay a fine of ten stivers.

Whoever comes one hour too late . . . . . twenty stiv:

Whoever is absent altogether . . . . . forty stiv:

but herefrom are excepted all, who shall have gone for the regulation of their affairs to Fort Orange, the South River or New England; also those, who are sick or have any just cause to be absent. The same remaining to be proved at the discretion of the Court to fine those, who shall not then have any such. And that the abovementioned be better obeyed and observed, it is unanimously concluded by the Board, that those, on whom the aforesaid fines shall fall, shall pay, whatever the

Board shall please, without any objection. Done in the Court of Schout, Burgomasters and Schepens in the City Hall the First of June 1660.

Nicasius de Sille,  
Allard Anthony,  
Marten Kregier,  
Cornelis Steenwyck,  
Jacob Strycker,  
Govert Loockermans,  
Timotheus Gabry,  
J. Backer.

Tuesday, first of June 1660. In the City Hall. Present the Heeren Nicasius de Sille, Allard Anthony, Marten Kregier, Cornelis Steenwyck, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

Schout Nicasius de Sille, pltf. v/s Abel Hardenbroeck, deft. The pltf. says, the deft. was in company with others and broke windows by night, for which he wishes to compromise. Deft. denies not only, that he broke windows, but also that he wishes to compromise. The pltf. says, that the others, who were with him say, that he broke the windows, which is again denied by the deft. The Under Sheriff Resolveert Waldron says, that deft. went in company with the others from Andries Rees to Joris Dopzen's and stated, that they were among them. The pltf. appears in Court; is asked what his demand is and where his declarations? Answers he has exhibited the declarations, and that he demands £20. Flemish according to the placard and ordinance of Holland. The Court order the pltf. to bring in his documents and proofs at the next Court day and again to ~~summon~~ summon for that time Abel Hardenbroeck with Frans Jansen.

Schout Nicasius de Sille v/s Arien Jurriaanzen Lansman, deft. The pltf. demands from deft. the fine according to Placard because deft. does not proceed with the solemnization of his marriage. Deft. says, he could not be ready as the clothes were not yet made; also last Sunday fortnight the last publication was made.

The Under Sheriff Resolveert Waldron, pltf. v/s Jan Jansen van Rotterdam and Moses Lucena, defts. Pltf. [complains], that defts. have fought with each other in presence of him and the Schout, demanding the fine according to placard; the which is a double fine as the occurrence

took place in the presence of the Officers or one of the Magistrates. Deft. Lucena says, that Jan Jansen first struck him, which is denied by Jan Jansen. Moses Lucena admits, that he gave Jan Jansen a shove and he there-upon struck him. The Court condemn the defts. Jan Jansen and Moses Lucena each in the fine of two pounds flemish.

Schout Nicasius de Sille, pltf. v/s Bartelt Sybranzen, deft. The pltf. says, that deft. was ordered on the last Court day to prove, that he did not strike his servant, but that they were in jest together. Deft. says, that the Schout shall prove, that he fought with his man. The pltf. says he, himself, saw it. The Court grant deft. still fourteen days delay to produce his witnesses.

The Schout Nicasius de Sille and Hendrik Janzen van der Vin appear in Court and the Schout declares, that some cheeses have come from Holland for one Jan Gouwenbergh, who sailed after their arrival and that the same lie in Hendrick Jansen van der Vin's cellar, which with the knowledge of the General were taken from the cases, in which they lay and inventoried by Secretary Nevius in presence of two witnesses and lay there apart from each other; and whereas the aforesaid cheeses were not in good condition creating, a great stench both in the cellar aforesaid as thereabout, request that they be sold by the Court in presence of one of the Bench, for the best advantage of the interested. The Court grant the request of the Schout de Sille and Hendrick Jansen van der Vin and they have power to have the above mentioned cheeses sold by the Vendu Master Timotheus Gabry in presence of Jacob Strycker.

Burgomaster Allard Anthony, arrestant and pltf. v/s Ritzert Bulck, arrested and deft. The pltf. says, that deft. came with one Roeloff Jansen, lace maker, and settled the claim, which he had against him for five hundred pieces of firewood, which he should deliver him in three parts and that the time to pay the whole is entirely elapsed; demanding payment. Deft. says, he gave the pltf. one hundred pieces of firewood and to avoid coming before the Court agreed with him; he further makes known his ill circumstances. The Court order the deft. to pay the pltf. the five hundred pieces of firewood according to agreement, and relieve him from arrest.

Govert Loockermans, pltf. v/s Age Bruynsen, deft. The pltf. says, that deft. cut sods from the best of his land; demands indemnification—

requires the sum of fifty guilders. The Officer, as guardian, demands the fine according to placard. Deft. says, he knew not whose land it was.

Francois de Bruyn, arrestant and pltf. v/s Jan Arcot, arrested and deft. Pltf. says, that he purchased from deft. a mare and a foal for fifteen pounds sterling payable in Osnaburgh linen @ twelve stivers the ell and anise @ thirty guilders the anchor, and that he experienced great damage, because the deft. did not deliver the horse, as he was to deliver it to an Englishman. Deft. produces a declaration of Anthony van Aalst, executed before Secretary Joannes Nevius, dated the first of June of this year, and witnesses; also a translation of Francois Bil's declaration from the English; also one of Eduart Lockmort and many other papers, by which he proves, that he wanted to deliver the horse and that the pltf. stated, he did not care whether he got the horse or not; demanding to be discharged from arrest, the purchase to be annulled and all losses and inconveniences herein made good. Pltf. demands eight days time undertaking to prove otherwise and says, that he offered the deft. the payment and that he should come for the same with a yacht, and requested him to get a man to bring the horse to the Manhattans, which he did; agreed with him for twenty shillings, which he promised to give him; saying, that the deft. should make ten shillings thereby; and undertakes to prove otherwise by the produced witnesses. Francois de Bruyn called in appears, and is informed by the Court of the great expense, that would attend remaining under arrest; whereunto he answers, that the deft. may be provisionally discharged from arrest and withall that his cause shall proceed. The Court discharge deft. from arrest and order the pltf. to produce his proof at the next Court day.

Jacob van Couwenhovven, arrestant and pltf. v/s Albert Alberzen, arrested and deft. Pltf. says, he comes for his father. He is asked if he has procuration? Answers, Yes, but not with him; was therefore ordered to bring the same; the same is delivered in and being seen and read, they find the procuration is passed not only to the pltf., but also to his brother Pieter and Elbert in the Bay and that the one shall not act without the other; the deft. was therefore discharged from arrest.

Catharina Boot, arrestant and pltf. v/s Albert Albertzen, arrested and deft. Pltf. demands from deft. nine guilders balance of five deer skins @ fl. 5. each, on which her father received a hog for sixteen guild-

ers. Deft. says, he gave the hog to the father for two beavers, to which the pltf. says, she knows nothing of beavers. The Court postpone the case to the return of Nicolaas Boot and discharge deft. from arrest.

Joannes Nevius, pltf. v/s Bartholdus Maan, deft. Pltf. demands from deft. fl. 12. 5 for fees in the suit against David Wessels with the costs incurred and still to be incurred and requests, that he may lift the monies attached in the hands of the Vendu Master Timotheus Gabry. Deft. says, he renews the suit. The Court allow the pltf. to lift the monies attached in the hands of the Vendu Master.

Jacques Corteljau, arrestant and pltf. v/s Albert Alberzen, arrested and deft. Pltf. in default.

Capt. Jacob, pltf. v/s Alexander Carolus Curtius, deft., and Daniel Tourneur as witness. Deft. in default.

Abraham Lucena, pltf. v/s Romein Servyn, deft. Pltf. produces in writing his demand against the deft. for the sum of 11 guilders 16 stiv. and complains, that deft. called his wife a whore; producing a declaration to this effect. Deft. says, he owes the pltf. no more than fl. 10. 16. and that pltf's wife first called him a rogue. The Heer Schout as guardian demands, that deft. shall be amerced in a civil fine, as he denies not having said it. Pltf. says, he did not summon the deft. so much for the debt, as for the injury. Parties being heard and examined the deft. is ordered to pay the pltf. the fl. 10. 16. and parties on both sides were ordered to keep quiet and not to trouble each other any more.

Albert Alberzen, pltf. v/s Jacob van Couwenhoven, deft. Pltf. produces his demand in writing, demanding from deft. 25 morgens of land, bought from him according to deed of sale; also the transport. Deft. says, he has nothing to object, saying first, that the general ground brief must be drawn up from his fathers ground briefs and demands copy of the request. The Court order copy of the demand to be furnished to deft. at his request, to answer thereunto at the next Court day.

Huybert de Bruyn, pltf. v/s Raghel van Tienhoven, deft. Deft. in default. Deft. delivering according to order of the last Court day her evidence in writing, it was read to the pltf., who answering thereunto denies, what is so testified and says, that no person was present, when the agreement was made. The Court order the deft. Raghel van Tienhoven to appear with her witnesses on the next Court day.

Jan Aarzen, pltf. v/s Hendrick Arenzen, deft. Pltf. demands from deft. wages for the repair of his yacht according to contract passed before the Notary Dirck van Schelluyne and certain witnesses; also for the extra work. Deft. says, the yacht is not yet repaired and caulked and that he has retained his gun and rest\*; claiming damages suffered thereby; demands arbitrators to examine and value the extra work. The Court refer the case to Lauwerens Cornelisen van der Wel and Lambert Huyberzen Mol to reconcile parties if possible; if not to report their action to the Court.

Ritzert Bulck, pltf. v/s Jeems Brady, deft. Pltf. complains, that deft. does not erect his house, for which he contracted. Deft. says he is waiting for the timber; being willing to prove the same. The Court order deft. to build the house without delay and pltf. is ordered to furnish suitable timber.

Jacob Janzen Staats, skipper of the *Moesman*, prosecutes the attachment issued against Jan de Ruyter's goods still in his ship, requesting that the attachment be declared valid. The Court declare the attachment valid.

Whereas the time is expired, the Court Messenger is told to inform the parties, who are not yet disposed of, to return on the next Court day; and it is resolved by the Board to assemble at seven o'Clock in the morning, on the next Court day.

After the adjournment of the Board, Cornelis Pluyvier appears, who informs Mr. Allard Anthony, that he is come to prosecute the attachment issued against the goods of the absconding Cornelis Willemsen, carpenter. The President orders Cornelis Pluyvier to return on the next Court day.

Tuesday, 8<sup>th</sup> June 1660. In the City Hall. Present the Heeren Nicasius de Sille, Allard Anthony, Marten Cregier, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

On Jan Cornelissen the Zealander's rejoinder against Pieter Jansen Noorman is ordered; The Court order copy to be furnished to party to rejoin thereunto at the next Court day.

. On the petition of Tielman Van Vleeck, attorney for Symon Clasen

\* The anticht gun or musket had a rest or supporter on which it was laid when about to be discharged.

Turck, wherein he requests, that the Court may not only examine, but also expedite the solution given in by him relative to the fulfilment of the interlocutory judgment pronounced 28<sup>th</sup> January last, it is ordered:—Copy of the solution shall be furnished to party to answer thereunto at the next Court day.

On the petition of Tielman van Vleeck attorney for Joannes Witthart, ordered:—Whereas the monies are adjudged to Joannes van Brugh by virtue of a mortgage and accordingly preferred, the petitioner cannot receive any of the same except of the overplus concurrently with other creditors.

On the petition of Hendrick Jansen Spiers ordered:—Whereas the petition is contrary to the form of law Hendrick Jansen Spiers is ordered, if he have any claim against Robbert Roelantsen and M<sup>r</sup> Abraham, to summon them before the Burgomasters and Schepens.

On the answer of Anthony van Aalst against Mighiel Tades, ordered:—The Court order copy to be furnished to party to answer thereunto at the next Court day.

On the petition of Abraham Lucena is endorsed:—Petitioner is ordered to summon Romein Servyn at the next Court day and to appear with his wife before the Court.

On the petition of Abraham Verplanck, wherein he requests revision of the papers used in the suit against Raghel van Tienhoven ordered:—The petitioner shall deposit twenty guilders in the hands of the Court before being admitted to revision.

On the petition of Mary de Truy ordered:—Petitioner is referred to Govert Loockermans and Isaack de Foreest, guardians of the minor children.

On the petition of Annatje Hartmans ordered:—Petitioner is ordered to summon Walewyn van der Veen for the next Court day and to institute her action against him.

The bill of Pieter Janzen, mason, in the suit, which he had with Mary Boot being considered and examined by the Court, their W<sup>ts</sup> decree, that Mary Boot shall have to pay the a/c of the Court Messenger, fl. 6.

The writings by the Notary Tielman van Vleeck, also the ex-

tracts from the Minutes . . . . . 5.

And to Pieter Jansen, mason . . . . . 12.

Making together . . . . . fl. 23.

Burger Jorisen, pltf. v/s Geertje Stoffels, deft. Pltf. says, he sold a lot to deft. for 25 beavers in the trade season and fl. 275 in seawant down, and rec<sup>d</sup> thereon fl. 200. and that deft. refuses him the remainder of the pay; demands payment with costs and damages. Deft. says, part of the lot has been surveyed off and that he, pltf., cannot deliver her the lot as he sold it; and has had no deed of it. Pltf. replies, that she, deft., had built on the lot before it was diminished by survey. The Court having heard parties order the deft. to pay the pltf. the fl. 75. in zeawant and the 25 beavers on the day due and pltf. is then ordered to give deft. conveyance and deed of the lot.

Jan Andriezen de Graaf, pltf. v/s Tielman van Vleeck and Hendrick Janzen Spiers, defts. Defts. in default.

Claas Ganglofsen Visser, pltf. v/s Hendrick Janzen Spiers, deft. Deft. in default. Pltf's wife appears in Court saying, her husband prosecutes an attachment issued against the money, which Hay Olferzen has to the good with Hendrick Jansen Spiers for a claim, which he has against Hay Olfers for the sum of fl. 44. 19. by virtue of a judgment. Requests that she may lift the monies under bail. The Court order Hendrick Jansen Visser to pay Claas Gangelofsen Visser the fl. 44. 19 on a/c of Hay Olfersen, if he have so much belonging to him; otherwise as much as he has, and the remainder as quick as he have it.

Cornelis Melein, pltf. v/s Sybout Clazen, deft. Pltf. concludes in writing, that deft. shall be condemned to pay him the sum of fl. 550. in beavers with interest thereof for purchase of a lot bought in the beginning of April 1651. which lot is built on. On condition of deducting what is paid thereon proving the same. Deft. demands copy. The Court order copy to be furnished to party, to answer thereunto at the next Court day.

Huybert de Bruyn and Raghel van Tienhoven appear with Reinier Rycke and Robbert Roelantsen in Court according to order of the Court of the 1<sup>st</sup> of this month. Reinier Rycken is asked by the Court, if he were by at the agreement made between Raghel van Tienhoven and Huybert de Bruyn. Answers, no; but that Huybert told him, that he had temporarily made the holes in the chimney and when it was dry weather he should close them again and repair the chimney. Was further asked, if it still smoked, when the holes were there? Answers, Yes—just as before. Huybert de Bruyn denies it saying, he stated, that different means

must be used to prevent it smoking; and if the witnesses will confirm their declaration by oath he is content and demands not a stiver. The Court refer the matter in question to Hendrick Hendricks Kip and Pieter Cornelis vander Veen to inspect the work and to reconcile parties if possible; if not to report their action to the Court.

Hubert de Bruyn, pltf. v/s Simon Hermesen Cort, deft. Pltf. demands, that deft. shall discharge the attachment issued on some money: promises to pay on deducting what he earned of him as he worked for him. Deft. says he did not put him to work, but William Verlett; demanding the costs of suit. Parties being heard the Court order deft. to pay the pltf. with costs according to his own offer; and that deft. shall deduct the six guilders earned wages.

Jan Gerrizen, pltf. v/s Catarina de Kaas, deft. Defts. 2<sup>d</sup> default. And whereas pltf. has not brought with him the last judgment against deft. he is ordered to bring it along.

Mattheus de Vos, pltf. v/s Jacob van Couwenhoven, deft. Defts. 2<sup>d</sup> default. Pltf., as curator of the residuary estate of Roelof Jansen demands by virtue of the same seven beavers from deft. for the estate. The Court order deft. to deposit the money with the Sec<sup>y</sup> of this City within thrice twenty four hours, on condition of deducting what is paid thereon.

Paulus Pieterzen, pltf. v/s Jacob van den Bos, deft. Deft. in default.

Marritje Clazen, pltf. v/s Cornelis Hooghboom, deft. Deft. in default.

Cornelis Pluyvier, pltf. v/s Jacob de Haan, deft. Defts. 2<sup>d</sup> default.

Paulus Haimans, pltf. v/s Herry Bresar, deft. Pltf's wife appears in Court demanding in writing from deft. fl. 40. and says, that deft. gave her thereon three hundred clapboards, counting the 100 @ fl. 10. and that they were unfit for covering: Demands indemnity or that deft. shall take them back. Deft. admits the debt, and says he dressed the clapboards and made them fit to lie. Requests two arbitrators to look at and value the clapboards. The Court order deft. to pay pltf., on condition of deducting the clapboards delivered according to valuation of Jan Jansen van Breeste and Meindert Barenzen hereby qualified by the Court to value the same.

Daniel Tourneur, pltf. v/s Merritje Claas, deft. Pltf's wife appears in Court demanding from deft. fl. 31: 12 for meat purchased from her.

Deft. acknowledges the debt, saying the money is owed him by others, on which he relied and cannot get it. The Court order deft. to pay the pltf.

Joris Wolsy, pltf. v/s Joris Dopzen, deft. Pltf. as attorney of Jorge Dod demands from deft. fl. 147. for the same, according to obligation. Deft. answers in writing. Demands copy of the obligation, saying there is an error in it. The Court grant copy of obligation to deft. to point out the error at the next Court day.

Hendrick Hendrickzen, pltf. v/s Anna Webbers, deft. Pltf. demands from deft. in writing the sum of fl. 21: 11. balance of fl. 64. 16. Deft. denies the debt, saying that the pltf. worked for her, and that he concealed nine ells of linen and a skepel of gray peas. The Court refer the matter in question to Solomon La Chair and Jan Schryver to examine the a/c of parties on both sides and to reconcile them if possible; if not to report their action to the Court.

Gabriel Carpesy, pltf. v/s Lauwerens Carstensen, soldier, deft. Deft. in default. Pltf's wife appearing in Court was told, as deft. is a soldier to summon him before his proper judges.

The Under Sheriff Resolveert Waldron, pltf. v/s Jan Hendricksen van Gunst, Meindert Barenzen and his servant, Barent Cruytdop, Hans Dreper, defts. Pltf. demands from the defts. the fine according to placard for boarding the vessels coming from Fatherland on their first arrival. Deft. Jan Hendricksen says, he expected glass from Holland by the skipper Jacob Jansen Staats and went on board to learn, if the glass had arrived and declares further, that the others were not aware of the placard; also were not warned. The Schout de Sille says, 'tis known, that he endeavoured heretofore with a naked sword in his hand, to prevent the people boarding the vessels, but could not do it; whereupon he has orders to say no more, but to report those, that went on board and fine them. The Court condemn the defts. each seperately in the fine of twenty five guilders according to placard.

The Schout de Sille requests, that Hans Dreper be condemned in a fine for the poor, as he did not hesitate on the prosecution of the Under Sheriff, to say before the Court: Thou lyest. Hans Dreper being called in, appears and is informed, that he shall pay to the Poor for his unbecoming language the sum of six guilders and not leave the City Hall before he shall have paid the six guilders.

Schout de Sille, pltf. v/s Mary Boot, deft. Deft. in default. The pltf. demands execution on the judgment between Pieter Jansen, mason, and Mary Boot, as she refuses to pay. The Court order the Bailiff to put these in execution.

Schout de Sille, pltf. v/s Abel Hardenbroeck, deft. The pltf. produces some affidavits and the declaration, that the deft. at night and at unseasonable hours in company with some soldiers created an uproar and great insolence in the street by breaking windows. Which declaration and affidavit being read to the deft., he denies having committed it, acknowledging that he was with the company, but had no hand in breaking the windows; saying further, he did not know before, where those persons live who made the affidavits. The Schout is asked what his demand is? Answering says—twenty pounds Flemish according to Placards and Ordinances of Holland. Burgomasters and Schepens having heard, read and re-read the demand and conclusion of the Schout; the declaration by him produced relative to the insolence and perverseness perpetrated by the deft. at night with an evil design; all having been examined and weighed by the Worshipful Court, they find that it is a matter, which ought not to be tolerated where justice is administered, but punished for the prevention of further inconveniences, therefore condemn the deft. in a fine of forty guilders to be applied as is proper.

Schout de Sille, pltf. v/s Frans Janzen, deft. The Schout concludes, whereas the deft. was in the company of those, who created an uproar in the street at night and at unseasonable hours according to the declaration thereof produced, that he shall, according to the Placards and Ordinances of Holland, be condemned in a fine of twenty pounds Flemish. Burgomasters and Schepens having heard, read, re-read the demand and conclusion of the Officer and examined and weighed the declaration produced by him to this effect condemn the deft. in the fine of twenty guilders to be applied as is proper.

Govert Loockermans, pltf. v/s [Age] Bruynzen, deft. Deft. in default. The Officer demands from the deft. . . .\* according to placard, because the deft. . . . has cut sods. Demanding . . . thereof. Pltf. demands indemnification for damage suffered by the

\* A piece is torn off the leaf in the Original, and the reader is therefore referred to p. 164-5 preceding, for the particulars of this case.

digging, as the deft. took away the best of the soil. The Court condemn the deft. in the fine according to Placard at the discretion of the Officer.

Hendrick Cornelizen, pltf. v/s Geertruyt Haps, deft. Deft. in default. Pltf. was allowed to arrest the deft., if he will.

Merritje Roeloffs, pltf. v/s Hendrick Egberts, deft. Deft. in default. Pltf. demands from the deft. four guilders. The Court order the deft. to pay the pltf. the four guilders and costs of suit without delay.

Metje Wessels, pltf. v/s Hendrick vander Walle, deft. Deft. in default.

Cornelis Pluyvier, pltf. v/s Jan Ariaanzen, deft. Pltf. demands from deft. fl. 37: 1. Deft. admits the debt; demands time until the arrival of the Spaniard. The Court order the deft. to pay the pltf. within fourteen days.

Cornelis Janzen Clopper, pltf. v/s Jan Ariaanzen, deft. Pltf. demands from deft. two beavers, 13 guilders in 'seawant and fifty guilders on an assignment. Deft. acknowledges the debt; requests time. The Court order deft. to pay the pltf. within fourteen days.

[Cornelis Janzen] Clopper, pltf. v/s Hendrick Willemzen, baker, deft. Deft. in default.

Abraham Jacobzen, pltf. v/s Tomas Hal, deft. Deft. in default. Pltf. says, that deft. received from him six hundred guilders. Pltf. is ordered to summon the deft. again.

On the petition of Cornelis Pluyvier, ordered:—Petitioner shall place in the hands of the Court twenty guilders before he is received in revision.

On the petition of Metje Wessels endorsed:—Copy of the solution shall be furnished party, to answer thereunto at the next Court day. On the solution endorsed:—The Court order copy to be furnished to party, to answer thereunto at the next Court day.

On the demand of Metje Wessels against Hendrick van der Walle regarding an acceptance of an assignment to be paid to her on a/c of Matthys Capito. Endorsed:—The Court order copy to be furnished to party, to answer thereunto at the next Court day.

Tuesday, 15 June 1660. In the City Hall. Present the Heeren Nicasius de Sille, Allard Anthony, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

The Hon<sup>ble</sup> Schout Nicasius de Sille, pltf. v/s Bartelt Sybranzen, deft. Deft. in default.

Jan Clazen Ruyter, pltf. v/s Skipper Jacob Janzen Staats, deft. Pltf. requests, that the deft. shall allow him, to take his goods arrested by him on his ship. Deft. says, that he advanced to the pltf. fl. 488. that by obligation and bail he is security for six hundred guilders, received by deft. on bottomry according to bottomry bond, thereof besides procuration; requesting fulfillment and that deft. [ptlf. ?] shall enter bail or remain where he now is. Pltf. says, he will pay, but he cannot do so, before he receive his goods. The Court having heard parties, order the pltf. to pay deft. the fl. 488 Holland currency, or the value thereof without delay; and regarding the six hundred guilders with twenty per cent. bottomry, also Holland currency, the pltf. was ordered to give bail for the shipment of the value thereof at the deft's departure according to the bond, which being done, the deft. was ordered to allow the pltf. to take the goods shipped.

Abraham Lucena and his wife, pltf's. v/s Romain Servyn, deft. Pltf. produces in Court the petition presented at the last Court day and the order thereupon together with the judgment pronounced on the 1<sup>st</sup> inst between him and the deft., declaring to be injured thereby, since his wife's honor is not repaired; requests, therefore, now, in addition to the petition aforesaid, reparation, which petition being read in presence of the deft., he says, if the pltf's wife had not first abused him as a rogue, he should not have scolded her—thereupon the pltf's wife answers, that she settling with the deft., and the deft. denying the debt, she said to him, if thou doest that, thou actest as a rogue, whereupon he abused her for a whore. Parties being heard, and the Court having considered and weighed the matter in dispute relative to the slander, decide that Romein Servyn shall declare before the Court, that he knows nothing of the Abraham Lucena's wife except, what is honourable and virtuous and acknowledge to have spoken untruth, when he accused her of being a whore, praying for forgiveness; and Abraham Lucena's wife was likewise ordered to declare, that she can say nothing of Romein Servyn, save what is honourable and virtuous. Which being read to parties each has demanded forgiveness of the other in Court, declaring to have nothing to say against each other except, what is honest and virtuous; and Abraham Lucena's wife promises to make an acte hereof in due form.

Metje Wessels, pltf. v/s [Hendrick van] der Walle, deft. Parties being absent, the deft. delivers in writing his reply and answer to the demand entered in writing on the last Court day.

Cornelis Janzen Clopper, pltf. v/s Hendrick Willem, baker, deft. Pltf. demands fl. 76. 11 stivers from the deft. for iron work at the water mill at Gowanus, which the deft. ordered. Deft. says he has not given order for so much, but only for fl. 27 @ 28. Pltf. says, he stated that he would not work another blow thereon, if he must look to Adam Brouwer, exhibiting certain writing, whereby the deft. bound himself for the money. The Court order the deft. to pay the pltf. the fl. 76. 11. as he bound himself for the monies.

Cornelis Pluvier, pltf. v/s Jacob de Haan, deft. Defts. 2<sup>d</sup> default. Pltf. demands fl. 32. 17. from the deft. The Court order the deft. to lodge the monies with the Secretary of this City within three times twenty four hours.

Wernaar Wessels, pltf. v/s Carel van Brugh's wife, deft. Pltf. demands from the deft. fl. 15. 13. for weighmoney, and a half anker excise according to a/c thereof exhibited. Deft. denies to owe so much. The Court refer the matter in dispute to Joannes vander Meulen and Master Gerrit van Tright, to examine the a/c and to reconcile parties if possible; if not to render a report of their doings to the Court.

Balthazaar de Haart, pltf. v/s Anthony van Aalst, deft. Deft. in default.

Eghbert Meinderzen, pltf. v/s Jan Aarzen, deft. Deft. in default.

Anneken Hartmans, pltf. v/s Walewyn van der Veen, deft. Pltf. produces the petition and order rendered thereupon at the last Court day, wherein are demanded from the deft. according to the a/c annexed, the surgeon's fees and the damages for her son wounded by the deft's son. Deft. requests copy. The Court order copy to be handed to party to answer thereunto by the next Court day.

Merritje Claas, pltf. v/s Cornelis Hooghboom, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. two beavers for a years washing, and two guilders for washing over the year. The Court order the deft. to deposit the money with the Secretary of this City within three times four and twenty hours.

Geertruyd Andriessen, pltf. v/s Dirck Gerrizen and Geertje Hendricks his wife, defts. Pltf. assisted by the Notary Mattheus de Vos

demands from the deft. four hundred guilders and two cows, according to contract of sale pursuant to deed of purchase thereof. Deft. requests copy. The Court order copy to be furnished to party to answer thereunto by the next Court day.

Andries Joghimsen, pltf. v/s Cornelis Swackenhals, deft. Deft. in default.

Arien Simonzen, pltf. v/s Barent Cruytdop, deft. Pltf. in virtue of procuration demands from the deft. for a/c of Aaltje Blanck fifty seven guilders, seven stivers and a half Holland currency according to a/c exhibited. Deft. denies the debt and says he did not buy his leather from her, and that the pltf. cannot prove it. The Court order the pltf. to produce further proof (inasmuch as deft. denies, that he bought the goods) that he has purchased the goods.

Barent Cruytdop, pltf. v/s Eghbert van Borsum,\* deft. Pltf. demands from deft. fl. 76, 11, for expenses incurred on the house which he has hired from him. Deft. says, he shall satisfy him, when his wife returns home. The Court refer the matter in question to Pieter van Couwenhoven and Isaack Greveraet, to examine the differences of parties and if possible to reconcile them; if not to render a report of their doings to the Court.

Barent Cruytdop, pltf. v/s Willem Doeckles, deft. Deft. in default.

Barent Cruytdop, pltf. v/s Paulus Haimans, deft. Deft. in default.

Beletje Hendricks, pltf. v/s Hendrick Hendrickzen, deft. Deft. in default.

Albert Alberzen, pltf. v/s Jacob van Couwenhoven, deft. Deft. in default. Pltf. produces the order on the written demand against the deft. The Hon<sup>ble</sup> Loockermans declares, how the matter lies between Albert Albertsen and Jacob van Couwenhoven. The Court order the deft. to deliver to Albert Albertsen the five and twenty morgens of land by the first opportunity.

Jan Janzen Bestevaar, pltf. v/s Abraham Jacobzen Pott, deft. Pltf. demands sixty five guilders in beavers from the deft. for freight and passage money. Deft. acknowledges the debt, saying he cannot obtain any money from others. The Court order the deft. to pay the pltf. within three days.

\* Paper destroyed.

Hans Dreper, pltf. v/s James Brady, deft. Deft. in default.

Pieter Janzen, Mason, pltf. v/s Maria Boot, deft. Defts. 2<sup>d</sup> default. Pltf. says, deft. will not pay him the costs of suit, and that he has summoned her through the Court Messenger. The Court order the pltf. to summon the deft. twice more by the Court Messenger.

Jan Andriezen de Graaf, pltf. v/s Hendrick Janzen Spiers and Tielman Vleeck, defts. Deft. Tielman van Vleeck, authorized by Hendrick Jansen Spiers, requests in writing presented to Court by the Secretary Nevius, that Jan Andriessen de Graaff shall confirm by oath, that he has not changed the brick (in dispute with Hendrick Janzen Spiers) nor has broken it. Jan Andriessen de Graaf was asked, if he will truly swear, that he did not change the brick (in dispute with Hendrick Jansen Spiers) nor designedly broken it; answers, Yes—and has confirmed the same by oath at the hands of the Schout de Sille. Therefore did the Court order Hendrick Jansen Spiers to pay Jan Andriessen de Graaf for the brick in question, which he purchased from him with costs of the entire suit.

Denys Isaackzen, pltf. v/s Barent Cruytdop, deft. Pltf. demands from deft. fl. 59. balance of wages, and besides this extra work. Deft. says, all is not yet finished; demands arbitrators to estimate the extra work. The Court refer the matter in question to the Hon<sup>ble</sup> Paulus Leendertsen van der Grift and Abraham Jansen, carpenter, to examine the work, to value the extra labor and if possible to reconcile parties; if not to report their doings to the Court.

Hendrick Cornelizen, pltf. v/s Geer[truyd] Andries, deft. Pltf. demands two skepels of wheat from deft. Deft. says, she has no wheat and must wait, until the wheat is ripe. Pltf. says, he is content with zeewan at four guilders the skepel; demanding costs. Deft. says, she has no zeewan. The Court order the deft. to pay the eight guilders with compensation of costs.

Joris Wolfs, pltf. v/s Joris Dopzen, deft. Deft. produces written proof pursuant to order of the last Court day, wherein the error of the note appears; declaring to owe only five and forty guilders. The Court order the deft. to pay the five and forty guilders according to his own acknowledgment.

The replication of Hendrick van der Walle to the answer of Metje Wessels being considered in Court, it was decided to send the following

acte to Metje Wessels:—Metje Wessels is hereby ordered by the Court of this City to appear at the next Court day before the meeting of Burgo-masters and Schepens, bringing with her her book to prove, that she has paid to Hendrick van der Walle the note in dispute between them both.

Order, on the answer of Sybout Clazen in convention and demand in reconvention against Cornelis Melein:—The Court order copy to be furnished to party thereunto to answer at the next Court day.

Order on the replication of Pieter Janzen Noorman against Jan Cornelizen de Zeeuw [the Zealander.] The Court order copy to be furnished to party, and parties were ordered to abstain from further production, to exchange each other's papers, and to produce by the next Court day an inventory of their deduction and principal exhibits.

Tuesday, 22<sup>d</sup> June 1660. In the City Hall. Present the Heeren Allard Anthony, Marten Cregier, Cornelis Steenwyck, Jacob Strycker, Govert Lookermans, Timotheus Gabry, Jacobus Backer.

Metje Wesels, pltf. v/s Hon<sup>ble</sup> Timotheus Gabry, deft. Pltf. says, that a case belonging to Jan Jansen Verein was in deft's house, on which she had issued an arrest, which arrest was accepted by deft. Deft. says, that there was a case at his house, which resembled that of Jan Jansen, but that it did not belong to him.

Jan Janzen Bestevaar appears in Court requesting that the arrest of two hogsheads of French wine belonging to Diederick van Hamel in the possession of Gerrit Visbeeck be declared valid. The Court declare the arrest valid.

Hendrick van der Walle, pltf. v/s Metje Wessels, deft. Pltf. produces the order of the last Court day, wherein the deft. was directed to bring into Court her a/c book and note, to prove thereby, that she settled the note in question with the pltf. Whereupon the deft. exhibited her book and notes kept, as she said, according to her fashion—no date affixed. Deft. was told, that the matter is referred to "good men" (arbitrators) and why had she not exhibited the a/c to them; thereupon pltf. says, that they could do nothing with the arbitrators, which is denied by her. Deft. being called in appears and is asked if van der Walle has no a/c in her books? Answers, in other books; in this book some fiddle-faddles, and if she be indebted to him, she will pay him; was further

asked, if they had entered all the items of payment of the note; answers the last item was to be entered [but] van der Walle let it stand. Further, if she were [sure] that the note is paid and whether she will confirm the same by oath? Answers, she will not listen to anything more about it, as her head is already too much bothered by it; and if the Magistrates so decide, she will take the oath in a righteous case, saying, it is paid, so sure as the light shines. Hendrick van der Walle being called in appears and is asked, if he has agreed, that the note should be paid in zeewan? Answers, Yes: the beaver counted @ ten and a half guilders, and agreed on the first payment of the note, and that he gave the note one evening to Mary, the defts. daughter, as she sate sowing a shirt, adding, I shall account with your mother. Was further asked, if he had received no money, which he had not noted? Answers, None. Metje Wessels being called in, appears: she is asked, if she had made the payment @ six white or three black; or eight white or four black pieces of seewan for one stiver? Answers, knows nothing about it. Whereupon it was notified to her that, before she took an oath, the Burgomasters and Schepens gave her eight days more time. Thereupon she demanded no delay, but a decision and that the costs of suit be remembered. Which resolution being communicated to Hendrick van der Walle, says he is content, and that they may proceed with it. Burgomasters and Schepens having demanded of Metje Wessels, if she will truly declare on oath, that she has settled with Hendrick van der Walle concerning the contents of the note in question between them both, and fully paid the same? answers, Yes: Whereupon she took the oath at the hands of the Hon<sup>ble</sup> Burgomaster. Therefore Hendrick van der Walle was ordered to pay Metje Wessels her claim against him with costs.

Martin Kregier.

After taking the oath, Metje Wessels said, it was a gross malice on the part of van der Walle and the Magistrates to keep me waiting so long. Which the Court having considered, they resolve to defer the same until the Hon<sup>ble</sup> Officier shall arrive in Court.

Guiliam de Marck, pltf. v/s Wernaer Wessels, deft. Pltf. requests to be informed, what claim the deft. has on him and why he has arrested and imprisoned him; exhibiting the a/c. and requests that deft. shall swear to the same. Pltf. was asked, if he had any objection to the a/c. Whereupon he exhibits some items, which do not agree with the other

bill. Deft. says, that he has made a mistake and has credited himself with too little—proving the same by his book. The Court order the deft. to pay the pltf. with costs of imprisonment.

Paulus Blyenbergh appearing in Court requests arrest on the goods in the yacht of M<sup>r</sup> Paulus and Joannes Montagne, being associated with Francois de Bruyn; saying that Francois de Bruyn removed the same without his knowledge and made away with the beavers. The Court decides, that if he, Blyenbergh, had any thing to claim from de Bruyn, he may summon him.

Jacob Janzen Staats, pltf. v/s Jan Clazen de Ruyter, deft. Pltf. says, that deft. refuses payment of the fl. 488. on the taxation of the Hon<sup>ble</sup> Paulus Leendertzen vander Grift and Nicolaas Verlett, and that deft. cannot obtain any bail for the remainder; demands payment and that he may sell the defts. goods under arrest. Deft. says, he must allow the pltf. to sell the goods. The Court order the deft. to pay the pltf. the fl. 488. within the term of four and twenty hours. As regards the fl: 600. on bottomry the deft. was ordered, pursuant to the last sentence, to enter bail within three times four and twenty hours, in default whereof the pltf. was empowered to enter on the arrested goods under benefit of inventory, and to take advantage of the same.

M<sup>r</sup> Jacob Hugues, pltf. v/s Arent Jurriamsen Lantsman, deft. Deft. in default.

M<sup>r</sup> Jacob Hugues, pltf. v/s Simon Hermzen Cort, deft. Both in default.

Corn<sup>l</sup> Janzen, pltf. v/s Lodowyck Vos, deft. Deft. in default.

Burgher Jorisen, pltf. v/s Rachel van Tienhoven, deft. Deft. in default.

Janzen, pltf. v/s Pieter Janzen, Mason, deft. Deft. in default.

Pltf. v/s Willem Doeckles, deft. Defts. 2<sup>nd</sup> default.  
 Pltf. from the deft. for board. The Court order the  
 to deliver the same to the Secretary of this City within three

Paulus Heimans, deft. Defts 2<sup>nd</sup> default.  
 of fl. 13. for wines. The Court order  
 the Secretary of this City within three

Hans Dreper, pltf. v/s James Brady, deft. Defts. 2<sup>d</sup> default. Pltf. demands from the deft. fl. 9. 9. with costs. The Court order the deft. to deposit the money with the Secretary of this City within three times four and twenty hours.

Jan Andriezen de Graaf, pltf. v/s Tielman van Vleeck, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. for 2000 brick fl. 32. in zeewan or fl. 24 in beavers. The Court order deft. to deposit the money with Secretary of this City within three times twenty four hours.

Barent Cruytdop, arrestant and pltf. v/s Capt Post, arrested and deft. Defts. 2<sup>d</sup> default. Pltf. sues out the arrest issued against the deft. The Court declare the arrest valid.

Harmen Wessels, pltf. v/s Willem Bredenbent, deft. Pltf. demands from deft. fl. 30 in zeewan, or fl. 20 in beaver, or fl. 15. in silver money for having cured a sore in deft's wife's shoulder and says that deft. allows him only six guilders in zeewan. Deft. says, it is enough, as he can hire him for a whole year for twelve guilders. The Court refer the matter in question to M<sup>r</sup>. Hans Kierstede and M<sup>r</sup>. Jacob Varrevanger to examine the a/c and to reconcile parties if possible; if not, to report their proceedings to the Court.

Barent van Maarle, pltf. v/s Jan Aarzen, deft. Pltf. demands of deft. payment of one hundred and twenty five guilders, eight stivers principal on bottomry on merchandize in Holland currency and twenty four guilders on cash or bottomry according to bottomry bond exhibited in Court. Deft. says, he has nothing to object; hopes to pay the pltf. The Court order the deft. to pay the pltf.

Pieter Hermzen, pltf. v/s Jan Aarzen, deft. Pltf. demands from deft. fourteen beavers for wages. Deft. says, he has nothing to say against it. The Court order deft. to pay the pltf.

Jan Aarzen, pltf. v/s Hendrick Aarzen, commonly called Spaniard, deft. Pltf. demands from deft. the sum of fl. 166. balance of wages, half beavers, half zeewan according to decision of good men chosen by the Court. Deft. says, he is satisfied with the decision; and has referred him to Barent van Maarle, with which he is not content. The Court order the deft. to pay the pltf.

Isaack Kip, pltf. v/s Carel Beauvois, deft. Pltf. in virtue of a power from his brother in law, demands from the deft. fl. 270. half

beavers and half zeewan, for rent according to lease from Jelis Pietersen, his brother in law. Deft. says, he has offered security to pay the money by bill on Holland. Pltf. says, there are some here, to whom his father in law has given drafts on him, and that they will not wait. The Court order the deft. to pay the pltf.

On the answer of Geertje Hendrickse against Mattheus de Vos as attorney for Geertruid Andriesen, widow of Jacob Jansen Stol, ordered:—The Court order copy to be furnished to party to reply thereunto at the next Court day.

On the reply in convention and answer in reconvention of Cornelis Melein, ordered:—The Court order copy to be furnished to party to answer thereunto at the next Court day.

On the reply of Michael Tades against Anthony van Aalst, ordered:—The Court order copy to be furnished to party to respond thereto on the next Court day.

On the request of Joseph Waldron, wherein he asks to be allowed to sell the goods in his house belonging to the fugitive Corn: Willems, carpenter, in order to have his further guarantee thereon, ordered:—The petitioner may cause the goods in this case to be sold under inventory by the Bailiff and bring the proceeds thereof in consignment to the Secretary of this City.

Meritje Claas appearing requests execution of the judgment pronounced against Cornelis Hooghboom. The Court order the Bailiff to execute this with costs.

Arien Symonzen appears in Court—whereas he was ordered on the last Court day, in a claim against Barent Cruytdop, to furnish further proof, that Barent Cruytdop bought the goods, inasmuch as he denied the same—requests, that Barent Cruytdop shall enter security for the monies of the purchased goods in question; offering on his part to give bail for further proof. The Court persist in their previous decision.

Tuesday, 29. June 1660. In the City Hall. Present the Heeren Nicasius de Sille, Allard Anthony, Martin Cregier, Cornelis Steenwyck, Jacob Strycker, Timotheus Gabry, Jacobus Backer.

Borger Jorizen, pltf. v/s Rachel van Tienhoven, deft. Pltf. demands restitution of monies placed in consignment with the Secretary, produc-

ing for this purpose proof in writing thereof; which monies he says were removed by deft's husband, therefrom. Deft. says, that pltf. may look for the monies to those, to whom he gave them. Whereas the matter has been moved before the Rt. Hon<sup>ble</sup> Director General and Council and the monies were consigned there, parties were therefore referred to their Honors.

Paulus van de Beeck, pltf. v/s Jacques Cousseau, deft. Pltf. demands from deft. fl. 62. 12 for excise. Deft. produces certain a/c. against pltf. whereby it appears, that the pltf. remains still indebted to him fl. 10: 14: 8. Pltf. replies, that the deft. received thirty eight ankers from Holland, and bought four; wishes to know, where they are. Deft. says, he is not obliged to give him any account thereof; requests that pltf. shall be ordered to allow him according to permit, to bring home the wine, or in case of refusal, that it be brought by the labourers. The Court order deft. to pay the pltf. two guilders for consumption of the wine, which he has broached up to the time, that he allowed the same to be guaged for tapping; and if he the pltf. have any further claim against the deft. for having drawn more, than he entered, he may institute his action with due proof; and deft. was further ordered to furnish pltf. with copy of his rendered a/c.

Walewyn van der Veen, pltf. v/s Paulus Heimans, deft. Pltf. demands from deft. three hundred and seventy seven guilders, thirteen stivers, by virtue of a mortgage. Deft. acknowledges the debt. The Court order deft. to pay the pltf.

Boele Roeloffsen, pltf. v/s Dirck Jansen, deft. Pltf. demands in writing of the deft. a just third part of what he with the deft. and Abraham Lubbersen bought from Tousin Bryel according to certificates thereof produced. Deft. says, why has he not applied to the person, who sold him the lot; undertaking to prove the contrary. The Court refer the matter in question to the Honble Paulus Leendertsen van der Grift and Pieter Wolferts van Couwenhoven in presence of the Hon<sup>ble</sup> Schepen Tymotheus Gabry to reconcile parties if possible; if not to report their proceedings to the Court.

Pieter Jansen Noorman, pltf. v/s Frerick Hermzen, deft. Pltf. demands of deft. fl. 85. balance of fl. 90. purchase of a small house. Deft. says, he does not deny, that he owes him and offers the interest due and

to give security for payment; requests time and says he will find means. The Court order the deft. to pay pltf.

Jan Ariaanzen, pltf. v/s Hendrick Arensen commonly called Spaniard, deft. Deft. in default. Pltf. produces the judgment against the deft. and requests payment; whereupon is endorsed:—The Court order the Bailiff to execute this.

Carel Beauvois, pltf. v/s Isaack Kip, deft. Pltf. demands abatement of rent from the deft. for repairs, which ought to have been done to the house, in which he resides according to contract and which have not been performed. Deft. says, he told him to get a carpenter and have him do it, deducting it from the rent. The Court refer the matter in dispute to Isaack Greveraet and Jacques Cousseau to decide the same and to reconcile parties if possible; if not to report their proceedings to the Court.

Willem Pieterzen, pltf. v/s Simon Clazen Turck, deft. Pltf. demands from the deft. two ankers of brandy for fl. 28. according to note passed by the deft. to him. Deft. produces a decision of good men (arbitrators) relative to planks together with a written answer. The Court order the deft. to pay the pltf. according to obligation.

Abraham Jacobzen, arrestant and pltf. v/s Jan Strycker, arrested and deft. Deft. in default. Pltf. produces an agreement made with deft. concerning cattle. The Hon<sup>ble</sup> Jacob Strycker, standing up, says he offered himself as bail for the appearance of the deft. at the Court day, which the weather at present did not permit; offering himself as security for the deft. The Hon<sup>ble</sup> Schout as conservator of justice and Abraham Jacobsen's guardian, demands payment of default, loss and interest thereof. The Court order Jan Strycker to appear on the first summons on pain of judgment without appeal.

Wolfert Webber, pltf. v s Frerick —, deft. Deft. in default.

Lambert Janzen, pltf. v s Hermen Smeeman, deft. Both in default.

Walewyn van der Veen, arrestant and pltf. v/s Reindert Pietersen van Bolsart, arrested and deft. Deft. in default. Pltf. demands benefit of default.

Joannes Withart, pltf. v s Jacob Vis, deft. Deft. in default.

Claes Tyzen, cooper, pltf. v s Jan Simonzen, cooper, deft. Deft. in default.

Jan Jurriaansen, pltf. v s Pieter Janzen, mason, deft. Both in default.

Bastiaen Clazen, pltf. v/s Daniel Tourneur, deft. Deft. in default.

Hendrick Pieterzen van Hasselt, pltf. v/s Abraham Martenzen, carpenter, deft. Both in default.

Dom<sup>e</sup> Samuel Drisius, the Hon<sup>ble</sup> Govert Loockermans and the Hon<sup>ble</sup> Olof Stevenzen Cortlant, arrestants and pltf. v/s Jan Seman, arrested and deft. All in default.

Bartholdus Maan, pltf. v/s Barent Cruytdop, deft. Deft. in default.

Dirck Clazen, pltf. v/s Hendrick Janzen Grever, deft. Both in default.

Francois de Bruyn is hereby ordered by the Court of this City to produce within the term of eight days his proofs in his suit against Jan Arcett on pain of judgment without right of appeal and condemnation of costs.

\* Ordered on the reply of Mattheus de Vos as attorney of Gertrude Andries, widow of Jacob Janzen Stoll:—The Court direct copy to be furnished to party to respond thereto by the next Court day.\*\*

[This paragraph \* to \*\*, is here inserted again in the original Record, evidently by mistake of the clerk of the Court. It is consequently omitted in this translation.]

Ordered on the response of Sybout Clazen:—The Court direct copy to be furnished to party and parties are ordered to desist from further production, to interchange each others papers and to communicate by inventory their deduction and principal exhibit at the next Court day.

Ordered on the response of Anthony van Aalst:—The Court order copy to be furnished to party, and parties were directed to desist from further production, to interchange each others papers and to communicate by inventory their deduction and principal exhibit at the next Court day.

Ordered on the answer of Walewyn Van der Veen against Anneken Hartmans:—The Court direct copy to be furnished to party to reply thereunto on the next Court day.

Ordered on the decision of the arbitrators on the question of a/c between Wolfert Webber and Hendrick Hendricksen, tailor, Burgomasters and Schepens having considered the decision of the arbitrators in the matter of a/c between Hendrick Hendricksen and Wolfert Webber, find the same well examined and considered. The same is therefore hereby approved.

Whereas the Hon<sup>ble</sup> Officer, as conservator, retired from Court after the docket was gone through, the Burgomasters and Schepens, still assembled, order that he have communication of the words spoken by Metje Wessels on the last Court day after she had taken the oath presented to her on trial relative to the dispute in question with Hendrick van der Walle.

Metje Wessels appears in Court prosecuting arrest served on the monies of Alexander d'Inoyossa in the hands of francois de Bruyn.

Extraordinary Court holden on Thursday the 8<sup>th</sup> July 1660. In the City Hall. Present the Heeren Nicasius de Sille, Allard Anthony, Cornelis Steenwyck, Tymotheus Gabry.

Jan Janzen van Schorel, pltf. v/s Abraham de La Noy, deft. The pltf. concludes in writing, that the deft. shall be adjudged to receive the goods, which he purchased for him in Holland according to his order and brought with him and are also come in the ship the *Speckled Cow* according to verbal agreement, with condemnation to pay the same with a hundred per cent in beavers according to purchase with the costs herein incurred and to be suffered, producing certain memorandum dated 22 May 1659., which the deft. gave him before he bought the goods, as well as the notice, which he caused to be served on the deft. by the Notary Mattheus de Vos and witnesses to receive the goods and dated 1<sup>st</sup> July 1660, together with the answer according to return on the notice with protest for costs, damages and interest caused by deft. served thereupon on 2<sup>d</sup> July 1660. Dft. answers in writing, to wit: that the pltf. has refused to deliver the goods, which he brought for him, and he is not bound to receive any goods not brought by the pltf., which have come in the other ship, inasmuch as the conditions between parties were expressly, to wit—the goods were to be brought in the first arriving ship, and to pay good attention to prevent injury and loss, which is not the case—concluding therefore that the pltf's demand shall be discharged and that he shall indemnify and repair the loss thereof according to estimation and valuation of the Court, inasmuch as he has not followed his order and conditions, saying that he has suffered loss on account of the cheese. Pltf. replies: they had made a verbal agreement with each other, but there was no mention of any loss, that he should be bound to make

good. Deft. denies such; saying that he agreed, the pltf. must answer for the loss on the wares except the wine glasses, which he well knows, the pltf. cannot deliver here for any per centage. And whereas they contradict one another as to the terms of the agreement, it was proposed to the deft., that it should be left to an oath, whereunto the deft. replied— If the pltf. will confirm his statement by an oath, he may do so; he would not. Parties being called in, Jan Jansen van Schorel is asked, if he will swear, that he did not contract with Abraham de la Noy, that he should be liable for the loss on the goods brought over for Abraham de la Noy; and answers Yes, but had rather be excused. Whereupon Abraham de la Noy was asked, if he required, that Jan Jansen should swear; he answered Yes; and he accordingly took the oath at the hands of the Hon<sup>ble</sup> Officer. Abraham de la Noy was therefore ordered to receive the goods, which Jan Jansen van Schorel brought for him, according to invoice and purchase thereof with one hundred advance to be paid in beavers. For special reasons parties on either side were ordered to pay each half the costs incurred in this suit.

The Under Schout Resolveert Waldron, pltf. v/s Arien Janzen Visser, Symon Fransen, Joghim Andriesen and Jan Gerrizen, defts. Pltf. demands from defts. the fine according to Placard, for that they, the defts., had been on board the ships at their arrival from Holland here. Deft. Arien de Visser says, he stood on the chain plate and was not on board. Deft. Symon Fransen acknowledges to have been on board. Deft. Joghim Andriesen says, he was on board, but kept his hand on the side of the vessel. Deft. Jan Gerrizen says, he was not on board, but stood with Arien de Visser in the chains. The Hon<sup>ble</sup> de Sille requests maintenance of the Placard. The Court condemn Symon Franzen and Joghim Andriezen each in the fine of five and twenty guilders for having been on board; and Arien de Visser and Jan Gerrizen each in the fine of twelve guilders ten stivers for having stood in the chains. All to be applied in the proper manner.

Tuesday 24<sup>th</sup> August 1660. In the City Hall. Present the Heeren Pieter Tonneman, Marten Cregier, Allard Anthony, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

Skipper Jacob Janzen Staat, pltf. v/s Arien Symonzen, deft. Pltf.

demands from deft., by virtue of a procuration from Daniel Coppens passed before the Notary Pieter van Buitene and witnesses, dated 21. February 1660, the sum of fl. 720 Holland currency arising from the transaction of fl. 600. principal on bottomry and 20 per cent according to bottomry bond dated 6 December 1659, to be paid here in beavers or tobacco. Deft. acknowledges the debt; promises to send over the payment by the ship, the *Otter*, at his own risk and to give bail for the performance thereof. Jacob Jansen being present, was asked, if he were satisfied with the offer, answers, Yes, as he is about to depart and will leave power with Michel Muyen. The Court order Arien Symonsen to send the payment of the bottomry and interest according to bottomry bond by the ship, the *Otter*, free of cost and loss according to his offer, entering bail in the meantime without delay before the departure of the skipper Jacob Jansen.

Bartholdus Maan, pltf. v/s Barent Cruiddop, deft. Pltf. demands from deft. payment of the sum of fl. 227: 10. reduced to 17½ beavers; also 17½ beavers additional besides two beavers interest, according to notarial obligation passed before the Notary, Tielman van Vleeck and witnesses, dated 14 Feb: 1660. and pursuant to agreement. Deft. acknowledges the debt: promises to pay the zeewan and ten beavers for the balance; requesting time. The Court order deft. to pay the pltf. without delay as he is on the eve of his departure.

Bartholdus Maan, pltf. v/s Wernaar Wessels, deft. Deft. in default. Pltf. demands from deft. the sum of five hundred and eighty guilders in beaver according to mortgage dated 14 February 1660 due in June following exhibited in Court of Burgomasters and Schepens. Burgomasters and Schepens order deft. to pay the pltf. without delay the five hundred and eighty guilders in beaver according to mortgage as the same is due and pltf. is about to depart.

Pieter Rudolfus, pltf. v/s Simon Clazen, mate, deft. Pltf. demands from deft. a thousand bricks for vinegar according to agreement. Deft. says, he promised to bring with him the thousand bricks, if he came as skipper, and to have so agreed. Pltf. denies it saying, he agreed, if he came as skipper or pilot and not before the mast and that the Hon<sup>ble</sup> Paulus Leendertsen and the Hon. Cornelis Steenwyck were present. Whereupon it was ordered to take the declaration of the Hon: Paulus

Leendertsen, which being done and exhibited, the Court order Simon Clazen, mate, to pay the pltf. Pieter Rudolfus the thousand brick, inasmuch as he agreed with him to bring them.

Skipper Jacob Janzen Huys, pltf. v/s Jan Mattheus, deft. Pltf. demands from deft. fl. 17: 3. for freight from the South. Deft. says, he does not refuse the freight, if he get back the hide shipped in the galliot weighing one and twenty lbs. English weight, which is missing. The Court order the deft. to pay the fl. 17: 3 to the skipper, the pltf.

Walewyn vander Veen, pltf. v/s Mighiel Tades, deft. Deft. in default. Pltf. as attorney for Isaack de Sterre demands from deft. the half of sixteen hundred fifteen guilders and two stivers due on the 1<sup>st</sup> day of August 1660 according to mortgage, dated 24<sup>th</sup> April 1659 and produced in Court, saying he has given him notice to pay the same; and requests that the Bailiff be ordered to execute the same. Burgomasters and Schepens order the Bailiff to put into execution the eight hundred seven guilders eleven stivers due being the half of sixteen hundred fifteen guilders two stivers.

Elsie van Reuecamp, pltf. v/s Gerrit Hendrickzen, Farmer (of Excise), deft. Pltf. says, she pawned some goods to the deft. for the sum of gl. 95, whereupon she paid twenty guilders, and that the deft. sold them. Requests restitution thereof, offering to pay fl. 75. Deft. acknowledges to have sold the goods for fl. 32. Burgomasters and Schepens order Elsie van Reuecamp to deposit the fl. 75. with the Secretary within the space of 3 times four and twenty hours; and Gerrit Hendricks was equally ordered to deposit with the Secretary within the term of three times four and twenty hours the goods, which he has received from Elsie van Reuecamp.

The Hon<sup>ble</sup> Schepen Govert Loockermans, pltf. v/s Capt. Jan Jacobzen, deft. The pltf. demands from deft. 50 good sound merchantable beaver hides according to notarial obligation produced in Court. Deft. acknowledges the debt; says he has no beavers; offering to pay in goods. The Court order the deft. to pay the pltf. without delay, inasmuch as the obligation is due.

Baudewyn van Nieuwlandt, pltf. v/s Maria Besems, deft. The pltf. produces in Court an extract out of the Resolution book of the Hon<sup>ble</sup> Director General and Council of N. Netherland, wherein his suit

instituted with the deft. is referred to the Court of this City; therefore presenting certain petition, wherein he requests, that deft. shall be heard on some points contained in the petition, and that authentic copy of her deposition be granted him. The deft. having heard the interrogations, answers that she denies all that is asked her, producing certain five papers which are numbered by the Court with N<sup>o</sup> 1. 2. 3. 4. 5. And N<sup>o</sup> 1 is a little letter, which he wrote her without date; N<sup>o</sup> 2. a copy of a written promise to marry her, dated 3 June 1659, on enjoying her virginity (*zuivere school*) and signed by them both; N<sup>o</sup> 3. a torn little letter written on the side with red pencil; N<sup>o</sup> 4 a declaration or certificate of her behaviour made by D<sup>r</sup> Samuel Coster and M<sup>r</sup> Jacob Block, surgeon at Amsterdam, dated 5 March 1660. N<sup>o</sup> 5. One or two ballads. Deft. was asked where the original is of that writing, wherein he promised to marry her? Answers, that her box being open he abstracted it therefrom on board the ship. The pltf. being asked if that was so, answers Yes; he tore it. The Court order copy of the demand to be furnished to party to answer thereunto at next Court day.

Capt. Jan Jacobzen, pltf. v/s Alexander Carolus Curtius, deft. and Dan<sup>l</sup> Tourneur as witness. Deft. in default. Pltf. produces a written declaration of Daniel Tourneur relative to the sale of the hogs in question which the pltf. sold to the deft. declaring, under offer of oath, that the same were sold for five beavers; and whereas Jan Schyver is also acquainted with the purchase, he was ordered to be called, who appearing declares, under offer of oath, that the sale was for two beavers and two coverlets; and whereas both these offer to confirm their declaration by oath, the Court tendered the oath to Daniel Tourneur, who having taken the same, the deft. was condemned to pay the pltf. the five beavers, which he promised for the hogs in question.

Willem Cornelizen, pltf. v/s Jasper Bildert, deft. Settled.

Nicolaas Meyer, pltf. v/s Samuel Etsal, deft. Deft. in default.

Aris Otte, pltf. v/s Symon Clazen Turck, deft. Both in default.

Jan Janzen de Jongh, pltf. v/s Jacques Corteljou, deft. Deft. in default.

Willem Pieterzen, pltf. v/s Simon Clazen Turck, deft. Both in default.

Pieter Rudolfus, pltf. v/s Metje Wessels, deft. Deft. in default.

Pieter Rudolfus, pltf. v/s Cornelis Pluyvier, deft. Deft. in default.

Pieter Rudolfus, pltf. v/s Andrees de Haas, deft. Deft. in default.

Pieter Rudolfus, pltf. v/s Jan Janzen de Jongh, deft. Deft. in default.

Dirck Wesselsen, pltf. v/s Jurriaan the cooper, deft. Both in default.

Hendrick Willemzen, baker, arrestant and pltf. v/s Jan Loo, arrested and deft. Both in default.

Jan Bestevaar, pltf. v/s Hendrick Janzen van der Vin, deft. Deft. in default.

Paulus van de Beeck, pltf. v/s Tomas Swartwout, deft. Deft. in default.

Jan Ariaanzen, pltf. v/s Hendrick Arissen, commonly called the Spaniard, deft. Gone to Fort Orange.

Balthazar de Haart, pltf. v/s Geertje Hendricks, deft. Deft. in default.

David Joghimzen, pltf. v/s Geertje Hendricks, deft. Both in default.

Styntje Pieters, pltf. v/s Jan and Reinier de Vries, deft. Both in default.

Grietje Dircks, pltf. v/s Lauwerens Andriezen, deft. Deft. in default.

Paulus Schrick, pltf. v/s Solomon La Chair, deft. Both in default.

Styntje Pieters, pltf. v/s Pieter Janzen, mason, deft. Both in default.

Eghbert Meinderzen, pltf. v/s Claas Boot, deft. Deft. in default.

Claas Gangelofzen Visser, pltf. v/s Jan Los, gunner of the Speckled Cow, deft. Deft. in default.

Paulus Heimans, pltf. v/s Herry Bresar, deft. Pltf. in default.

Thomas Hal, pltf. v/s Claas Pieterzen Cos, deft. Pltf. in default.

Tryntje van Hengelen, pltf. v/s Merritje Pieters, deft. Deft. in default.

Robbert Roelantzen, pltf. v/s Hendrick van der Walle, deft. Deft. in default.

Walewyn van der Veen appears in Court requesting execution of the judgment against Paulus Heimans. The Court order the Bailiff to execute the same.

Walewyn van der Veen appears in Court exhibiting a judgment and order rendered 2 Xber 1659, requesting pursuant thereunto, that Lauwrens Lauwrensen shall be ordered to render a/c, on pain of imprisonment. The Court order Lauwerens Lauwerensen pursuant to the aforesaid order to render a/c in due form within the term of six weeks after arriving on pain of imprisonment.

Jan Ariaenzen appears in Court, requesting payment from Hendrick Arenzen of wages at the repairing his yacht; whereupon he was directed to wait until the arrival of Hendrick Arensen.

Wernaer Wessells appeared in Court requesting disposition of his petition handed in for payment of the bill of exchange drawn by the Hon<sup>ble</sup> J. Alrichs on the Lords Burgomasters of the City of Amsterdam, for the sum of 670 gl. 6 stuyvers, and to have his recourse against the property of the drawer of the bill, according to the style and manner of the law of exchange; whereupon was annotated, Fiat ut petitur. (Petition granted.)

Pieter Rudolfus appears in Court exhibiting a judgment pronounced by the Court between him and Jacob van Couwenhoven and the notice given thereupon by the Court Messenger; requesting execution thereon. The Court order the Bailiff to put these into execution.

Tuesday, 31. August 1660. In the City Hall. Present the Heeren Pieter Tonneman, Marten Cregier, Allard Anthony, Cornelis Steenwyck, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

M<sup>r</sup> Jacob Hendrickzen Varrevanger appears in Court proposing, that Dirck Houthuysen, smith, has fled from here, and that many have been to him who have given him one thing and another to make, requesting to have the same restored. He therefore requests of the Court, that they might describe the goods and give notice, that the goods be sold. The Court decide, that the goods of the absconding Dirck Houthuyzen shall be inventoried and after three notifications, bills be drawn up to sell the same.

Resolveert Waldron, pltf. v/s Jan Jurriaenzen Becker, deft. Pltf. says, he went the rounds on Sunday evening, the fourth of August, with three soldiers and on coming to the deft's house found three sailors there with a backgammon table and candle before them; he also found at his

house on a Sunday during the sermon, three sailors, who afterwards came to him and enquired if he had people? He answered Yes. Thereupon entering, he found a party of women. As his wife was in labor in the house, he, thereupon reproving him, was treated by him very ill. Demanding the penalty according to the placard. Deft. does not deny it, but says the sailors had not any drink. The Court condemn the deft. Jan Jurriaansen in a fine of thirty guilders for that he entertained people after nine o'Clock, and tapped during the sermon, to be paid to the Officer to be applied according to law; and for having behaved offensively to the Officer, in the fine of ten guilders for the poor.

Resolveert Waldron, pltf. v/s Salomon La Chair, deft. Pltf. says, he came on the eighth of August to the deft's house in the morning before the preaching and found a man in the house and a glass with brandy in it; also returning in the afternoon, he found a glass with beer or some thing else, he knows not what, in it; and reproving the deft. for desecrating the Sabbath, the deft. berated him for a rascal. Deft. says, he had been on the watch and coming home in the morning he tapped a little drop for himself, of which some remained in the glass, and that he thereupon went to sleep. Meanwhile people came into the house, but did not tap, and in the afternoon some beer remained in the glass, from what his children had asked for. Denying to have ill treated the officer, but said: Come, see here what the house contains. The Court order the deft. to prove his assertion.

Jan Bestevaar, pltf. v/s Hendrick Janzen vander Vin, deft. Defts. second default. Pltf. demands in writing from deft. fl. 128. in beavers according to obligation dated 22 July 1659. due three months afterwards; also twenty eight guilders Holland currency for two pounds with the advance. The Court order the deft to bring within three times four and twenty hours in deposit to the Secretary of this City a hundred and twenty eight guilders in beavers and the twenty eight guilders Holland currency with the advance.

Jan Janzen de Jongh, pltf. v/s Jacques Corteljou, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. fifteen hundred and eighty guilders 7 stivers according to a/c rendered to him dated 17 January 1660. and exhibited in Court. The Court order the deft. to deposit the monies with the Secretary of this City.

Nicolaas Gangelofzen Visser, pltf. v/s Jan Los, deft. Pltf. demands delivery of a case with fifteen bottles of brandy, which his wife bought of him, according to proof to be rendered thereof. Deft. says, he told her to come within twice four and twenty hours to examine the case; will prove the same and she did not come. The Court order parties to produce their proofs on both sides at the next Court day.

Balthazar de Haart pltf. v/s Geertje Hendricks, deft. Pltf. demands of deft. fl. 57:10 in zeewan and fl. 88. in beavers according to obligation due the 15<sup>th</sup> March 1660. Deft. says she told the pltf., she could not give him beavers this year, and she has given him seven beavers, and he must wait somewhat longer; but as regards the zeewan she can settle. The Court order the pltf. to summon deft's husband against the next Court day.

Willem Pietersen, pltf. v/s Simon Clazen Turck, deft. Deft. in default. Pltf. exhibiting the judgment against the deft. dated 29. June 1660. demands payment thereof, saying, he received from deft. an anker of brandy and caused him to be summoned for the other. The Court order the pltf. to summon the deft. twice more for the one anker of brandy. Meanwhile the pltf. was ordered to deposit with the Secretary of the City the fourteen guilders Holland currency, which shall remain to Symon Clasen Turck on the anker.

Pieter Rudolfus, pltf. v/s Jan de Jongh, deft. Pltf. demands from deft. fl. 893. 14 in beavers and fl. 146. 5. in zeewan according to settlement. Deft. acknowledges the debt and says, he told pltf. that he was to get (money) from Jacques Corteljou and he should pay him for it. The Court order deft. to pay the pltf.

Paulus van de Beeck, pltf. v/s Tomas Swartwout, deft. Pltf's wife appears in Court who, in virtue of a procuration from her husband, dated 28. August 1660, demands from deft. by authority of a procuration from Jan Barentsen Wemp dated 29 and assigned on 30<sup>th</sup> April 1660 to M<sup>r</sup> Paulus her husband, the sum of fl 90. for 102 plank sold by Jan Barentsen to him, deft. Deft. says something is paid thereupon, but knows not how much; offering to prove the same at the next Court day. The Court order deft. to produce his proof at the next Court day.

Pieter Rudolfus, pltf. v/s Cornelis Pluvier, deft. Pltf. demands from deft. fl. 748. in beavers, with interest thereon, according to obligation and twelve beavers for a bed, also according to obligation. Deft.

says, he offered payment upon the fl. 748 and the interest, but he would not accept less than the payment in full. The Court order the deft. to pay the pltf. according to obligation. Regarding the obligation of twelve beavers for a bed of Christina Chesters, the deft. was ordered to produce, whatever he has against it.

Pieter Rudolfus, pltf. v/s Andrees de Haas, deft. Pltf. demands of deft. fl. 106. in beavers. Deft. says he never has been furnished with an a/c thereof. On receipt of the same he offers to pay. The Court order pltf. to furnish deft. with the a/c.

Robert Roelantsen, pltf. v/s Hendrick van der Walle, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. nine beavers balance of sixteen beavers, for a lot sold to him. The Court order deft. to deposit the nine beavers with the Secretary of this City.

Tryntie van Hengelen, pltf. v/s — Pieters, deft. Pltf. demands from deft. fl. 22. for eleven hundred pears bought from her. Deft. acknowledges to have bought the pears and says the pltf. sold pears to others at one dollar the hundred. Offers to give as much as others. Pltf. says, she can prove, that she sold the pears to deft. @ two guilders the hundred. The Court order the pltf. to produce her proof at the next Court day.

Joannes Withart, pltf. v/s Jacobus Vis, deft. Pltf. demands of deft. his just half of the monies received for beer money, belonging to him as well as deft.; exhibiting the a/c. Deft. demands copy of the demand. The Court order copy to be furnished to party to answer thereunto by the next Court day.

Pieter Janzen, pltf. v/s Maria Boot, deft. Deft. sick. Pltf. exhibits the papers used in the trial against the deft.; demanding costs according to judgment. The Court order the pltf. to arrange for the return on the judgment.

Grietje Dirck, pltf. v/s Lauwerens Andriezen, deft. Defts. 2<sup>d</sup> default. Pltf. demands of deft. thirteen beavers on an obligation dated 4 Nov<sup>r</sup> 1659 due first of May 1660. The Court order deft. to deposit the money or beavers with the Secretary of this City.

Paulus Schrick, pltf. v/s Salomon La Chair, deft. Pltf. demands from deft. fl. 90. in beavers and fl. 90. in zeawan for a half aam \* of

\* 20 gallons.

brandy, saying something is paid on it. Deft. requests to be furnished with copy of the account. The Court order the pltf. to furnish the deft. with copy of the a/c.

Nicolaas Meyer, pltf. v/s Samuel Etsal, deft. Pltf. concludes in writing that deft. be condemned to make good to him the 1260 bricks by balance of 700, which he brought on freight for him from Fort Orange; besides a canoe, which the deft., to discharge the brick, loaded to sinking; the bricks sunk and tore the canoe. Deft. says, the pltf. was too hasty in drawing the brick and could not obtain any scow. He therefore came with the canoe to draw the brick. The Court order the deft. to deliver to pltf. the 1260 bricks, which were shipped, leaving the canoe at the cost of those who sent it on board.

Jan Janzen van Breste, pltf. v/s Cristiaan Pieters, deft. Pltf. demands from deft. fl. 44. for rent due in May according to lease exhibited in Court. Deft. says, he hired the house with the trees standing in the garden, and that one tree was taken out the garden, from which he could have made three beavers. The Court refer the matter to Pieter Cornelissen van der Veen and Isaack Greveraet, to decide the question between the parties and if possible to reconcile them, if not to report to the Court.

Tomas Wandel, arrestant and pltf. v/s Pieter Gys, arrested and deft. Pltf. demands from deft. fl. 138 balance of a years rent, and says, that deft. let his house to another. Deft. says, that pltf. promised him to make the house tight and habitable and did not do so, and when he mentioned it, his wife said to him, if it don't suit you, go out. The Court refer the matter to Isaack de Foreest, old Schepen of this City, and Isaack Bedloo, to decide the difference of parties and to reconcile them if possible; if not to report to the Court.

Walewyn vander Veen appears in Court requesting, that the Bailiff may proceed with the execution of the judgment against Michel Tades. The Court order the Bailiff to proceed to execution.

Joannes de Peister, pltf. v/s Claas Jansen Ruyter, deft. Deft. in default.

Joannes de Peister, pltf. v/s Herman Douzen, deft. Deft. in default.

Walewyn van der Veen, pltf. v/s Mighiel Janzen, deft. Deft. in default.

Abraham Lubberzen, pltf. v/s Tomas Frerickzen, deft. Deft. in default.

Paulus Heimans, pltf. v/s Herry Breser, deft. Deft. in default.

Arien van Laar, pltf. v/s Jurrien Janzen, deft. Deft. in default.

Eldert Jurriaanzen, pltf. v/s Francis de Bruyn, deft. Both in default.

Paulus Blyenbergh, pltf. v/s Lysbet Greveraet deft. Deft. in default.

Joris Wolsy, pltf. v/s Jurrien Janzen, deft. Deft. in default.

Tuesday 31. August afternoon. In the City Hall. Present the Heeren Pieter Tonneman, Martin Cregier, Allard Anthony, Cornelis Steenwyck, Jacob Strycker, Govert Loockermans, Timotheus Gabry.

On the petition of Maria Besems, wherein she requests copy of the answers to the interrogatories proposed to her on the 24<sup>th</sup> ult., also that Boudewyn van Nieuwland shall enter sufficient bail for his person and goods, as he is a vagabond fellow and could easily remove himself and his goods to another place, until he has proved, what he accused her of, it is ordered:—Petitioner shall be furnished with copy of the answer, and Boudewyn van Nieuwland was ordered to enter sufficient bail for the judgment.

On the judgment of Elsie van Reuecamp against Gerrit Hendrickzen, farmer, is endorsed:—The Court order the Bailiff to execute the contents hereof.

On the judgment of Jacob Hendricksen Varrevanger against Lodowyck Pos, endorsed:—The Bailiff is ordered to put these in execution.

On the reply of Annetje Hartmans against Walewyn van de Veen, is ordered:—The Court direct copy to be furnished to party to respond thereto by the next Court day.

On the response of Geertje Hendricks against Geertruyd Andries, ordered:—The Court direct copy to be furnished to party, and parties were ordered to desist from further exhibits, to interchange each others papers and to produce at next Court day their deduction and principal intendit by inventory.

On the petition of Hendrick Hendrickzen, wherein he requests restitution of the pieces and papers which were used as well at trial as before the good men against Wolfert Webber and were lost by Schaafbanck, as the Notary Clock his advocate says; was endorsed:—Whereas the papers

are lost, the petitioner is allowed to take those registered with the Secretary.

On the petition of Joannes Withart, wherein he requests to institute an acte of preference against Joannes van Brugh is endorsed:—*Fiat ut petitur.*

On the judgment of Walewyn van der Veen produced between him and Mighiel Tades; ord<sup>d</sup>:—The Bailiff is directed to proceed with the execution.

On the petition of relief of Tielman van Vleeck attorney of Mighiel Tades, endorsed:—If the petitioner find himself aggrieved, he can address himself to the Hon<sup>ble</sup> the Direct<sup>r</sup> General and Councillors of N. Netherland.

The Burgomasters and Schepens of the City Amsterdam in New Netherland have considered, read and re-read the pieces, documents and papers used on both sides in the suit between Cornelis Meleyn, pltf., at and against Sybout Clazen, deft. The pltf. demands payment from the deft. for certain lot which he sold the deft. for the sum of five hundred and fifty guilders in beavers with interest thereon; to which the deft. always answers, he is ready to pay for the purchased lot, refusing *solutum*, and says that the pltf. has failed to give him proper conveyance thereof; requests therefore that the reckoning with each other may be in the presence of arbitrators, proposing before the removing the conveyance to assign what then shall be found belonging to him; and demanding in reconvention, inasmuch as he could sell the said lot twice and it not being conveyed, he was prevented, not being able to deliver it, that the pltf. shall be condemned to make good the loss and interest, incurred thereby, such being found consistent with justice. Burgomasters and Schepens having considered and weighed all that is material, find that parties have not come to any final settlement with each other, therefore refer the matter to the Hon<sup>ble</sup> Oloff Stevensen Cortlant, old Burgomaster and now Treasurer of this City, and the Hon<sup>ble</sup> Paulus Leendertsen van der Grift, also Old Burgomaster and late Treasurer of this City, to examine and settle parties a/cs on both sides, and if possible to reconcile them; if not to report their proceedings to the Court. Done as above.

On the date, 2 September 1660. has Daniel Tournour in pursuance with the preceding judgment of the Court of this City, confirmed by oath

his abovewritten declaration at the hands of the Hon<sup>ble</sup> Schout Pieter Tonneman, in presence of the Hon<sup>ble</sup> Schepen Timotheus Gabry and me the underwritten Secretary. Done as above.

Joannes Nevius, Sect<sup>r</sup>

This standing in the margin was entered under the judgment pronounced on the 24<sup>th</sup> August between Capt. Jan Jacobz and the Rector Alexander Carolus Curtius.

Whereas there is question and difference of a/c between Jan Gerritsen van Buytenhuyzen and Dirck Wessels the Burgomasters of this City hereby authorize and qualify the Hon<sup>ble</sup> Joannes de Peister, old Schepen and now Orphan Master of this City, and Sieur Daniel van Donck to examine the a/cs which parties have against each other, to settle the same and if possible to reconcile parties; if not to report their proceedings to the Court. Done the 3. September 1660.

Tuesday, 7. Septemb<sup>r</sup> 1660. In the City Hall. Present the Heeren Pieter Tonneman, Marten Cregier, Allard Anthony, Cornelis Steenwyck, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

The Hon<sup>ble</sup> Fiscaal Nicasius de Sille appears in Court requesting disposal on the following; 1<sup>st</sup> judgment in the suit, which he has against Bartelt Sybrans; 2<sup>ndly</sup> that disposition be made of the memorial, which he placed in the hands of the Hon<sup>ble</sup> President; 3<sup>rdly</sup> that his substitute may be accepted in his place against those, on whom there should be any claim, or may be allowed to act in instituting suits; otherwise if necessary he will appear in person. Wherein was disposed:—The Hon<sup>ble</sup> Nicasius de Sille, Fiscal of New Netherland and late Schout of this City, may if he have any causes, request the Hon<sup>ble</sup> President to appoint an Extraordinary Court day to institute his action in the case occurring during his Sheriffalty. The Hon<sup>ble</sup> de Sille, entering, it was proposed to him, that the Magistrates would be willing that he should agree with the Hon<sup>ble</sup> Schout Tonneman that, where he had any claim or should institute his action during the term of his Sheriffalty before the same, that he should allow his cause to be pleaded before this Bench by the Hon<sup>ble</sup> Schout on condition of enjoying the half thereof—whereupon he answered, he should in no wise consent.

Hon<sup>ble</sup> Joannes de Decker, pltf. v/s Abraham de la Noy, deft. The.

pltf. demands from deft. one hundred and eighty five guilders and five stiv: for four half aams of sack, purchased in his name at public auction from Joannes van Brugh, and says, speaking to him about the payment, he had for answer, that he knew him not. The deft. still says, that in this matter he does not know the pltf., and he paid the auctioneer from his goods, which he sold for him. The pltf. says, if the deft. can prove at the next Court day, that he paid the auctioneer, he is content. Burgo-masters and Schepens order Abraham de la Noy to prove at the next Court day, that he satisfied and paid for the wine.

Abraham de la Noy, pltf. v/s Jacob Janzen Sam, deft. Deft. in default.

Cors Janzen and his wife, pltfs. v/s Cornelis Hendrickzen and his wife, defts. The pltfs. request to be let live in peace, inasmuch as the defts. cause them great trouble, scolding them. Defts. answer, that the pltfs. are always annoying them. Pltfs. produce certain declaration relative to the dispute which they have with the defts., whereof defts. demand copy. The W: Court order copy of declaration to be furnished to party to answer thereunto at the next Court day.

Paulus Blyenbergh, pltf. v/s Lysbet Greveraat, deft. Pltf. says, he sold deft. a piece of stuff 36 ells long @  $3\frac{1}{2}$  ells for one beaver or fl. 4. the ell zeewan. Deft. denies to have so bought the stuff, saying she bought the stuff for zeewan @ fl. 3: 10. the ell, and if she could get beavers, he should have beavers for it. Mde Steenwyck also appeared, declares she was present at the sale and bought the stuff in company at the price her mother states. Pltf. says, he is willing to confirm his statement by oath. Deft. says, she is fully content to take her oath, that he sold her the stuff, as she represents. Parties being called in were asked if they will leave it to the Magistrates? Answer on both sides, Yes. The Court chosen as moderators of parties decide, that deft. shall pay the pltf. for the stuff in question @ fl. 3. 15. in zeewan.

Joannes de Peister, pltf. v/s Claas Janzen Ruiter and Herman Douzen, defts. Pltf. demands from the defts. fl. 433: 16. in beavers according to contract exhibited in Court. Defts. say they cannot sail; request six weeks time. Pltf. requests, that defts. be condemned to satisfy him within eight days on pain of execution. The Court order the defts. to pay the pltf. within one month according to contract on pain of execution.

Balthazar de Haart, pltf. v/s Dirck Gerrizen van Tright, deft. Deft. in default.

The Hon<sup>ble</sup> Schout Pieter Tonneman, pltf. v/s Lauwerens Tornel, deft. Deft. in default. The pltf. demands the arrest of deft. The Court authorize the pltf. to arrest him.

Alexander Carolus Curtius appears in Court acknowledging to have received the judgment pronounced against him in the matter between him and Capt. Jan Jacobz. saying for this time, he submits to the same.

Resolveert Waldron, pltf. v/s Frerick Aarsen, deft. Deft. in default.

Resolveert Waldron, pltf. v/s Jan Los, deft. Pltf. says, he found deft. on the 8<sup>th</sup> August at Salomon La Chair's with brandy. Deft. says that Solomon La Chair gave him a little sup, and that the glass stood on the wine stand, but that the pltf. cannot say, that he had drank it. Resolveert Waldron, entering, says, that Jan Los was by, when Solomon La Chair berated him as a rascal, which Jan Los being asked, answers, he did not hear, but says he heard talk, but knows not what; offering to confirm the same by oath. The Court dismiss the pltf's demand, as he cannot produce any proper proof.

Claas Gangelofzen Visscher, pltf. v/s Jan Los, deft. Pltf. according to last Court day, produces written declaration to the effect, that deft. sold his wife a case with fifteen bottles of brandy and that he should bring the case to the quay and should let the woman know, the case was there, so as to give notice to the farmer. Deft. was asked for his proof; answers he has none. The Court order the deft. to deliver the pltf. the case with the brandy.

Metje Wessels, pltf. v/s Jan Gerrisen van Buitenhuisen, deft. About a dispute which she has with the deft. relative to her son. Deft. exhibits the decision of arbitrators. The Court having seen, read, and re-read the decision of Joannes de Peister and Daniel van Donck as arbitrators between her son and the deft. appointed by the Hon: President to decide their difference, approve and praise the same.

Joris Wolsy, pltf. v/s Jurrien Janzen, cooper, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. fl. 33: 8 stivers in zeewan according to obligation therefor, exhibited in Court. The Court order the deft. to deposit the monies with the Secretary of this City.

Arien van Laar, pltf. v/s Jurriaan Janzen, cooper, deft. Defts. 2<sup>d</sup>

default. Pltf. demands from deft. fl. 25. in zeewan. The Court order deft. to deposit the monies with the Secretary of this City.

Frans Janzen van Hooghten, pltf. v/s Jan Ariaanzen Duyvelant, deft. Deft. in default.

Tielman van Vleeck, pltf. v/s Jan Andriessen de Graaf and Cornelius Hooghboom, defts. Pltf. in default.

Jan Rutgerzen, pltf. v/s Marten the carpenter, deft. Deft. in default.

Jan Janzen de Jongh, arrestant and pltf. v/s Hendrick Arenzen commonly called the Spaniard, arrested and deft. Pltf. demands from deft. fl. 156. in beavers and fl. 45. 13. in zeewan for board etc. according to a/c exhibited in Court. Deft. says, he has nothing to object, and is willing to assign him on the Noorman and to have one beaver passage money for his wife, who is going to Fort Orange; offering to pay the balance. The W: Court order the deft. to pay the pltf.; the arrest remaining in the meanwhile valid, so long as that is not satisfied.

Jan Ariaanzen, pltf. v/s Hendrick Arenzen, commonly called the Spaniard, deft. Pltf. demands from deft. payment of wages at his yacht, as per a/c produced. Deft. produces certain protest and notice, served on the pltf. for that the pltf. did not finish the yacht by the time appointed, and in addition a request. The Court refer the matter in question to Dirck van Schelluyne, Mattheus de Vos, Claas Tysen and Pieter Jacobsen Marius to examine the a/cs of parties, to settle the same and to reconcile parties if possible; if not to report their proceedings to the Court.

Robbert Roelanzén, pltf. v/s Hendrick van der Walle, deft. Defts. 3<sup>d</sup> default. Pltf. produces the judgment of the Court of the last Court day between him and the deft. with the Court Messenger's return; requesting costs. The Court condemn the deft. to pay the pltf. the nine beavers, with costs of suit.

Pieter Rudolfus, pltf. v/s Andries de Haas, deft. Pltf. demands from deft. fl. 106. in beavers according to a/c. furnished. Deft. acknowledges the debt, says he has no beavers nor can he get any. The Court order deft. to pay the pltf.

Pieter Rudolphus, pltf. v/s Jacques Corteljou, deft. Pltf. concludes in writing, that deft., attorney for Pieter J. Buys, shall be condemned to mortgage to him the aforesaid Buys's house standing in the *Winkel*

(Market) Street for a claim according to obligation for the sum of fl. 1609 in zeewan and 55½ beavers. Deft. demands copy of the claim and obligation. The Court order copy of the demand and obligation to be furnished to party to answer thereunto by the next Court day.

Jacques Corteljou, entering, exhibits copy of notice served by the Court Messenger on Nicolaes Boot relative to an action on a mortgage, which Pieter Jacob Buys, for whom he is attorney, has on his house, and the return thereupon; requests that the Bailiff be ordered to seize Nicolaas Boot's house and to sell the same by execution. The Court order the Bailiff to execute the mortgage against Nicolaas Boot.

Pieter Rudolfus requests, that the Bailiff be ordered to execute both judgments: one against Jan Jansen the Younger and the other against Cornelis Pluyver; whereupon was inscribed:—The Court order the Bailiff to put these in execution.

Abraham Lubberzen, pltf. v/s Tomas Frerickzen, deft. Defts. 2<sup>d</sup> default. The pltf. demands from deft. fl. 60. for a small boat, and says, deft. is at Fort Orange.

Eduart Prischott (Prescot), pltf. v/s Stoffel Hooghlandt, deft. Pltf. demands from deft. eight and twenty beavers according to contract for fourteen hogsheads of tobacco which he sold deft. for goods, two beavers per hhd. being included therein. Deft. denies, that two beavers were included in the contract besides the goods, and never promised the same to the pltf. Pltf. says, that deft. stated, that if he could get beavers, he should accommodate him with them. Deft. says, he stated, if an abundance of beavers came, that he should shew him that courtesy and accommodate him, but therein was not willing to be obligated; offering to confirm the same by oath, saying having been on board with the Hon: Govert Loockermans about the tobacco, the half of which he commenced receiving, that M<sup>r</sup>. Prischott as before speaking of the beavers, he put his foot over the side and said—If you will speak of beavers, I will not receive the tobacco, but go away. Pltf. says, he can prove that deft. promised the beavers, which witnesses entering declare to have heard so from Mr. Prischott and not from Stoffel Hooghlandt. M<sup>r</sup>. Prischott exhibited his book in Court, wherein he had entered the conditions in writing offering to verify the same by oath, which being proposed to Stoffel Hooghlandt, he said to tender the oath to Mr. Prischott. Previous

to the oath being tendered to Mr Prischott, parties were asked, if they were willing to leave it to them in quality of moderators? They answered, on both sides, Yes; Therefore the Court decide in quality of chosen moderators, that the deft. Stoffel Hooghlant do pay and satisfy the pltf. M<sup>r</sup> Prischott one beaver on each hhd: amounting in all to fourteen beavers.

The Hon: Allard Anthony, arrestant and pltf. v/s Arent Franzen, skipper of Sander Leenderzen's yacht, deft. The pltf. demands satisfaction of eight beavers balance of some wines, which he gave Sander Leenderzen to sell, (which were) sold and the money received; enquiring therefore, if he could be satisfied for the said eight beavers from the freight; if not, the yacht to remain in arrest. Deft. answers, he has no advice to give. The Court therefore declare the arrest valid until the pltf. be paid.

Cornelis Martsen, factor, pltf. v/s Pieter Rudolfus, deft. Pltf. according to judgment produced, demands from deft. the costs of suit between them, and besides these fl. 56. 11. for freight, etc. as per a/c exhibited in Court. Pltf. was asked, if he communicated the a/c to deft. ? Answers, No. Deft. says, he paid the pilot for piloting the ship, in presence of the pltf. and Cornelis de Bruyn, according to a/c. exhibited in Court. Pltf. says, he knows nothing of the pilotage nor did De Bruyn ever inform him of it, nor did the deft. The Court order parties on both sides to furnish each other with copies of a/cs. and Pieter Rudolfus was ordered to prove, that the monies were employed for the pilotage.

Walewyn van der Veen, pltf. v/s Mighiel Janzen, deft. Pltf. in virtue of procuration from Adriaen Bloemmaert demands from deft. an account of the sum of five hundred and thirty two guilders 13 stivers here in beavers, arising out of exchange and re-change on Pieter Dircksen and an a/c exhibited in Court, the bill of exchange being returned back protested. Deft. denies, that he promised a hundred (advance) in default of payment. Acknowledges to have bought some goods from Sieur Adriaen Blommaert for exchange to the amount of three hundred and thirty guilders Holland currency. The Court order the pltf. to produce the protested bill of exchange at the next Court day. Meanwhile to furnish deft. with copy of the a/c.

Mighiel Janzen, pltf. v/s Simon Janzen Romein, deft. Pltf. de-

mands, that deft. release him from the bill of exchange returned protested. Deft. says, he is attorney for Marcus Vogelsanck, and that it is known that Marcus Vogelsanck sold a house to Mighiel Jansen on payments and for performance of the payments he has arrested the monies. Pltf. says, the payments due have been paid and the arrest was made before the day of the payment arrived. The Court order Mighiel Janzen to prove by the next Court day, when the monies were arrested by Marcus Vogelsanck; when the payment is due on the house, which he bought from Marcus Vogelsanck.

Tuesday, 7<sup>th</sup> September 1660; In the City Hall in the afternoon. Present the Heeren Pieter Tonneman, Marten Cregier, Allard Anthony, Cornelis Steenwyck, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

Whereas there is a dispute about beer money between Joannes Withart, pltf. against Jacobus Vis, deft., therefore the Court refer the case to Joannes van Brugh, old Schepen of this City and Joannes de Peister, old Schepen and now Orphan Master of this City, in presence of the Hon: Schepen Cornelis Steenwyck to take up the a/cs of parties in dispute, to decide the same, and if possible to reconcile parties; if not to report their proceedings to the Court.

On the demand of Joannes Withart in case of preference against Joannes van Brugh, ordered:—The Court direct copy to be furnished to party to answer thereunto at next Court day.

On the petition of Baudewyn van Nieuwlandt endorsed:—The Court persist in their last rendered judgment, dated 31. August of this year.

On the petition of Jan Jurriaansen Becker endorsed:—The Court persist in the judgment by them pronounced.

The Hon: Schout Pieter Tonneman, requests verbally to enjoy the fines incurred: Whereupon was read the instruction given to this Bench, and he was told to request the interpretation thereof from the Rt. Hon<sup>ble</sup> General.

Whereas Tomas Swartwout has remained in default of proving, that he has paid any thing on the ninety guilders arising from the hundred and two planks, which M<sup>r</sup> Paulus is demanding from him by virtue of procur-  
ation from Jan Barentsen Wemp, Tomas Swartwout was therefore hereby

ordered by the Court of this City to produce his proofs at the next session, on pain of being deprived of his right.

On the judgment between Grietje Dircks and Lauwerens Andriesen ordered, the Court direct the pltf. to summon the deft. by the next Court day.

The Burgomasters and Schepens of the City of Amsterdam in N: Netherland having considered the exhibits, documents and papers delivered into their Assembly by Reindert Janzen Hoorn touching payment of a certain bill of exchange drawn in his favor by the Hon: Jacob Alrichs dec<sup>d</sup>, Director of the Colonie of New Amstel, on the Burgomasters of the City of Amsterdam in Europe, and returned under protest; —all being read and deliberated on, order the auctioneer Timotheus Gabry to pay Reindert Jansen Hoorn the bill of exchange produced, with change and re-change and costs thereof, out of the first and readiest monies from the sold goods of the Hon<sup>ble</sup> Jacob Alrichs deceased.

Cornelis Pluyvier appears in Court producing, according to order of the last Court day, what he has against the note of twelve beavers for the bed belonging to Cristina Chesters, to the sum of fourteen guilders according to a/c. exhibited to Court. The Court allow Cornelis Pluyvier to deduct the fl. 14 in beavers from the note.

Reinder Janzen Hoorn appears in Court requesting to be allowed to arrest the monies of Alexander d'Hinojossa in the hands of Francois de Bruyn for a claim, which he has on the aforesaid d'Hinojossa for the quantity of eighty nine and a half pounds of beaver, arising from goods sold, according to a/c. exhibited in Court; offering to confirm the same by oath. The Court order Reindert Janzen Hoorn, to draw up the a/c in form on a half sheet of paper; to sign the same and bring it to the Secretary, to state thereunder, that he offered to confirm the same by oath.

Jan Janzen Bestevaar appears in Court exhibiting the judgment pronounced between him and Hendrick Jansen Vander Vin, and the return on the notice made by the Court Messenger. Ordered to summon Hend: Jans. Van der Vin again for the next Court day.

Tuesday. 14 Sept<sup>r</sup>, 1660. In the City Hall. Present the Heeren Pieter Tonneman, Marten Cregier, Allard Anthony, Cornelis Steenwyck, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

The Hon: Joannes de Decker, pltf. v/s Abraham de la Noy, deft. In pursuance of the last Court day the defts. wife appearing in Court was asked, if she had Jacob Jansen Sam's receipt for the payment of four *acms* of sack, which her husband bought at open sale from Joannes van Brugh, who sold the wine by the Vendu Master for the pltf. The deft. produces two extracts from the Vendu Master's book, wishing to represent, that she considered the wine paid for therewith, inasmuch as Jacob Jansen Sam sold some goods for her by public auction, the payment whereof she has not received, but it remains as received with the Vendu Master, otherwise still due. The pltf. was asked by what right he demanded the money; if he had an assignment or power from the Vendu Master? Answers, No; also, inasmuch as it is his wine, does not need it, saying he should be bound in some degree to shew proof, that it is his wine, which Joannes van Brugh sold for him. The Court decide, that the Hon: Joannes de Decker shall produce proof that the wine sold by Joannes van Brugh through the Vendu Master, M' Jacob Jansen Sam, belonged to him: the proof being received, the deft. Abraham de la Noy is ordered, if he had not paid the money demanded for the sold wine to the Vendu Master, to give the same to the pltf.

Abraham de la Noy, pltf. v/s Jacob Jansen Sam, deft. Defts. 2<sup>d</sup> default. Pltf's wife appearing in Court demands of deft. the sum of fl. 952: 6. in *zeewan* sold on condition exhibited in Court. The Court order the deft. to deposit the monies with the Secretary of this City.

The Hon: Schout Pieter Tonneman, pltf. v/s Jan Rutgerzen, deft. The pltf. says, that deft. struck the wife of Frerick Aarsen, according to affidavits thereof exhibited in Court; demanding, therefore, 25 gl. fine according to Placard, and moreover the costs and *mises* of justice. Deft. denies it, saying, that Frerick Aarsen's wife berated him for a *rich beggar* and rascal and he pushed her from him; exhibiting written proof. The Court order Frerick Aarsen's wife and Jan Rutgersen to appear in Court at the next Court day, to produce in writing their action and proofs which they have against each other.

The Hon: Burgomaster Marten Cregier, arrestant and pltf. v/s Jan Cnouliss, arrested and deft. Deft. in default. The pltf. demands the arrest against the deft. for a claim of six beavers be declared valid. The Court declare the arrest valid. The Hon: Steenwyck coming forward

says, he has a claim of six beaver hats against him, and requests he might arrest him. His honor was granted his request.

Schout Pieter Tonneman, pltf. v/s Teuntje Straatmans, deft. Pltf. demands from deft. one hundred guilders according to Placard for having struck one Styntie Hermesen, so that the blood followed; according to signature and proof thereof exhibited in Court. Deft. acknowledges the blow, saying, that Styntje had given her provocation, calling her publicly a whore. Was asked, if she have any proof? Answers, No. The Court condemn the deft. in a fine of 25 guilders to be applied as is proper and order her to keep quiet and still or that other provision shall be made in the matter.

Cornelis Steenwyck, pltf. v/s Frerick Aarsen, deft. Deft. in default. The pltf. demands from deft. fl. 135 on a mortgage. Requests that the same be put in execution. The Court order the Bailiff to put the same in execution.

Cornelis Steenwyck, pltf. v/s Herman Douzen, deft. Deft. in default. The pltf. demands from deft. fl. 387: 15. on a mortgage and requests that the same be executed. The W: Court order the Bailiff to put the same into execution.

The Hon: Cornelis Steenwyck, pltf. v/s Arent Jurriaanzen Lantsman, deft. Deft. in default.

Frans Janzen van Hooghten, pltf. v/s Joannes Duyvelant, deft. Deft. in default. Pltf. demands from deft. fl. 51. 16. and half a beaver for default of payment at the fixed time according to obligation exhibited in Court. The Court order the deft. to deposit the money with the Secretary of this City.

Lauwerens Andriessen, pltf. v/s Pieter Janzen, mason, deft. Pltf. demands from deft. fl. 8. 12. for drink had from him. Deft. acknowledges the debt, says he is willing to pay him. The W Court order deft. to pay the pltf.

Grietje Dirckz, pltf. v/s Lauwerens Andriezen, deft. Pltf. demands from deft. thirteen beavers. Deft. acknowledges the debt, says he offered to pay in Zeewan and has no beavers. The Court order deft. to pay the pltf.

Balthazar de Haart, pltf. v/s Dirck Gerrizen van Tright, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. fl. 88. in beavers and fl. 57.

10. in zeewan. The Court order deft. to deposit the money with the Secretary of this City.

Cornelis Martzen, factor, pltf. v/s Pieter Rudolphus, deft. Pltf. says, he has furnished deft. with copy of a/c. pursuant to order of last Court day, demanding by written petition the freight and costs incurred in the suit about prunes. Dft. according to order, produces a declaration of Jan Jansen de Jongh purporting, that he had paid De Bruyn some silver coin in his basement kitchen, which had been given him. Pltf. producing a certain list of debtors left with Nicolaes Verlett, his agent, saying, if the deft. had any claim against him, he should have spoken to him about it; and he could prove by Mr. Loockermans, that he had paid the pilotage and victualling on a/c of the ship, all which Loockermans says, he can prove by his books. Pltf. was asked, by what right he demands the freight from deft. ? By virtue of procuration or conveyance ? Answers, by conveyance, saying the debt concerns him personally, exhibiting the conveyance. The Court having seen the conveyance executed before the Notary Public Nicolaas Antonides and witnesses dated 14 Decemb<sup>r</sup> 1659, which Cornelis Marten, factor, has from Cornelis de Bruyn, wherein de Bruyn transfers to the factor the charges arising from freight due here to the ship the *Brown Fish*, order the deft. to pay the pltf. the freight and costs of suit, deducting his disbursed monies.

Dirck Wigherzen, pltf. v/s Bartelt Sybranzen, skipper of Jacob Janzen Flodder's yacht, deft. Pltf. demands from deft. 48 beavers on a note, and 150 green boards of 15 ft long and 200 oak plank also 15 ft. long. Dft. requests, that the yacht arrested by the deft. may be released from arrest, as he refused him copy of the demand and has no claim on him nor anything against the yacht. The Court refer the matter in question to Sieur Nicolaes Verlett and Sieur Jacob Kip to arrange parties a/cs, the yacht being allowed to remain under arrest, previous to sailing for Fort Orange.

Cornelis Pluyvier, pltf. v/s Reindert Janzen Hoorn, deft. Dft. in default.

Cornelis Pluyvier, pltf. v/s Lambert Huybertzen Mol, deft. Pltf. demands from deft. fl. 47. 16. arising from expended drink. Dft. asked, why he refused him the a/c. ? Answered, he never refused, exhibiting the same in Court. The Court order deft. to pay the pltf.

Jan Ariaanzen de Graaf, pltf. v/s Tielman van Vleeck, deft. Deft. in default.

Tielman van Vleeck, pltf. v/s Jan Andriesen de Graaf, deft. Pltf. in default.

Dan'l Tourneur, pltf. v/s Cornelis Hooghboom, deft. Both in default.

Paulus van de Beeck, pltf. v/s Tomas Swartwout, deft. Deft. in default. Pltf. produces the order of the last Court day, which the deft. has not obeyed. It is therefore ordered to take the produced (paper) for granted. Whereas Tomas Swartwout remains in default to exhibit his proof according to order of the Court dated as above, he is ordered to pay the fl. 90. with costs to M<sup>r</sup> Paulus in the quality, in which he acts.

Eduoard Priscott, pltf. v/s Tomas Grengert, deft. Pltf. demands from deft. an a/c of, or satisfaction for two hogsheds of tobacco, and payment of balance of a/c of freight. Deft. says he is willing to pay, what is reasonable. The Court refer the matter in dispute to M<sup>r</sup> Willet, George Wolsy and Captain Jan Jacobs to arrange the a/cs of parties, to decide the same and if possible to settle them; if not to report their doings to the Court.

Nicolaes Verlett requests by petition, that he may unload the tobacco belonging to James Mills, which he arrested, and that the arrest be declared valid; whereupon was ordered:—The petitioner's request is granted and he may have the tobacco brought to a particular, disinterested place.

Tuesday, the 14<sup>th</sup> Sept<sup>r</sup> 1660; In the afternoon at the City Hall. Present the Heeren Schout, Burgomasters and Schepens.

The decision of the arbitrators in the suit between Jan Ariaansen, ship carpenter, and Hendrick Arensen, commonly called Spaniard, being entertained and read, they find that the matter is duly weighed. They therefore approve and praise the same.

On the petition of Mighiel Janzen, ordered:—The Court order copy hereof to be furnished Symon Jansen Romein, that he may produce by the next Court day what he has against it.

Eduart Priscott, pltf. v/s Richard Witbeck and Jan Frost, defts. Pltf. demands, that deft. shall declare what they know of the matter

between him and James Wilky and Richard Gryn [Green]. Whereupon they answer, that they did not see and do not know that James Wilky struck M<sup>r</sup>. Prescott.

Tomas Verdon, pltf. v/s Claas Pieterzen, deft. Pltf. demands indemnification of a canoe loaned to deft. and not returned to the place, to which he ordered him to bring the canoe; demanding what it cost him, fl. 30. Deft. acknowledges to have had the canoe, and not to have brought to the place designed, saying another took the canoe and went with it on board. The Court refer the matter in question to Caspar Steinmets and Jan Swaan, arbitrators, to reconcile parties if possible; if not to report their proceedings to the Court.

Claes Pieterzen, pltf. v/s Marten van de Waart, deft. Deft. in default.

Cornelis Hendrickzen, pltf. v/s Cors. Janzen, deft. Parties produce in Court their affidavits in the question of fighting which they had together. The Officer, on hearing parties' acknowledgment, demands five and twenty guilders from each according to Placard. The W. Court condemn parties each in the fine of five and twenty guilders to be applied as is proper, and parties were ordered to live in peace and quietness with each other, or in default that provision shall be made therein.

Geertje Corssen, pltf. v/s Styntje Herms, deft. Pltf. says that deft. is all the time calling after and scolding her. Deft. denies it; pltf. says she can prove it. Parties were ordered in Court to act peaceably towards each other, or that other provision should be made in the matter, and the first who shall renew, shall be punished as an example to others.

Jan Teller, pltf. v/s Mr. Priscot, deft. Pltf. demands from deft. 32 english Shillings for two months wages. Deft. says he must have more from him than his wages amount to. The W. Court refer the matter in question to M<sup>r</sup>. Willett, George Wolsy and Capt Jan Jacobs, to decide parties' differences, and if possible to reconcile them, if not to report their proceedings to the Court.

Resolveert Waldron, pltf. v/s Pieter Ebel, deft. Deft. in default.

Resolveert Waldron, pltf. v/s Frerick Aarsen, deft. Deft. in default. Pltf. says that deft. struck Pieter the Constable for endeavoring to impound a pig that was not ringed according to the Placard. Requests maintenance. The Hon: Schout therefore demands a fine of five and

twenty guilders. The Worshipful Court condemn the deft. in a fine of fl. 25. and order him to deposit the same with the Secretary of the City.

Arien Janzen, pltf. v/s Hendrick Lambertsen Mol, deft. Deft. in default.

Lambert Huybertzen Mol, pltf. v/s Isaack Kip, deft. Pltf. appears in Court drunk. Therefore was not heard. The Heer Officer demands that pltf. be fined six guilders for coming before the Court drunk. The Court condemn the Pltf. in the fine of six guilders.

Jan Gerrizen, pltf. v/s Simon Clazen Turck, deft. Deft. in default.

Eduart Priscot, pltf. v/s James Wilky and Richard Gryn [Green?], defts. For that the defts. took his boat from the ship against his will and shoved and struck him according to affidavits read to the Court. Defts. deny it, saying that of the witnesses one is a Turk, and the other a slave. Said witnesses being thus objected to, produce in writing their vindication and James Wilky says, that M<sup>r</sup>. Priscott first struck him. The Court order M<sup>r</sup>. Priscott to bring further proof by credible witnesses. The Officer demands, that the goods of James Wilky and Richert Gryn shall remain arrested until the matter is disposed of. The Court grant the Officer's request.

Aris Otte, pltf. v/s Jan Ariaazen, deft. Both in default.

Lysbet Cornwel, pltf. v/s Rutgert Janzen, deft. Pltf. states that the deft. said in the street, that she was every mans bawd—according to affidavits. Demands, that he shall prove it. Deft. denies such: producing counter evidence, saying has no knowledge of her and knows nothing except that she is an honest girl. Pltf. demands, that deft. pay the costs of suit, which was denied by the Court.

Robert Roelantzen appears in Court; requests that the Bailiff may execute the judgment pronouncd against Hendrick van der Wall. The Court order the Bailiff to put it in execution.

Walewyn van der Veen appearing in Court was told, it had come to the Magistrates' ears, that he, finding himself aggrieved by the judgment of the last Court day relative to the protested exchange, had calumniated the Magistrates, saying they know not what they are—they are mere blockheads with more of the like; all which he Vander Veen denies. The Schout undertakes to prove it. Van der Veen requests to know the

man who reported so of him, and if he cannot prove it, that he be punished; and proving it, he is willing to suffer punishment. Walewyn van der Veen produces the protested bill of exchange. Burgomasters and Schepens postpone the matter to the next Court day.

Warnaer Wessels appears in Court producing certain judgment relative to the payment of a bill of exchange in favor of Reindert Jansen Hoorn, saying he had given notice to the Vendue Master to pay the same, who thereupon replied, as to be seen in the Messenger's return. Requests still payment thereof.

Timotheus Gabry, rising, says that the curator the Hon: Joannes de Decker concluded, that the case should go before the Supreme Council, as benefit of inventory is granted there. Wherefore it is ordered to state on the judgment:—Whereas the Hon<sup>ble</sup> Director General and Supreme Council have granted benefit of inventory, the petitioner is ordered to institute his case before and address himself to their Honors.

Tuesday, 21. Septemb<sup>r</sup> 1660. In the City Hall. Present the Heeren Pieter Tonneman, Marten Cregier, Allard Anthony, Cornelis Steenwyck, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

The Schout Pieter Tonneman, pltf. v/s Walewyn van der Veen, deft. Pltf. says that the deft. insulted and calumniated the Magistrates of this City, having spoken of them according to evidence thereof. The Hon: Jacobus Backer, Schepen of this City, rising at the request of the Schout, declares, that he was on some business at the house of Daniel Litscho, where the deft. caused him to be called from the room, in which he was—who after having some discourse with him, came to speak among other things of the judgment on the bill of exchange under protest. The deft. said the Magistrates knew not what they are, and were only fools and simpletons. The Hon: Allard Anthony, Burgomaster of this City, at the request of the Schout rises and declares that Walewyn vander Veen speaking of the judgment on the protested bill of exchange said—they know not, which of the two declarations aforesaid was denied by Walewyn van der Veen; requesting that his verbal proposition and written exception handed in, may be disposed of, saying if not, I shall appeal. Walewyn van der (Veen) being called in the Officer concludes, *nomine officii*, that deft. shall, for his committed insult, be condemned to repair the injury,

*honorably and profitably* ; honorably, by praying with uncovered head forgiveness of God and Justice; profitably, by paying as a fine the sum of twelve hundred guilders with costs, and in case of refusal to go into close confinement. The deft. requests, that disposition be made of his entered exception, and if such were not decided he should be obliged to appeal, saying he does not answer to the main matter. Whereas Wallewyn van der Veen insulted the subaltern bench of justice of this City and spoke calumniously of the same, touching which the Officer making his demand and Burgomasters and Schepens having heard the demand and proof of the Schout, adjudge, that Walewyn van der Veen for his committed insult shall here beg forgiveness, with uncovered head, of God, Justice and the Court, and moreover pay as a fine the sum of one hundred and ninety guilders to be duly applied, with costs, and in case of refusal he shall go immediately into confinement. Which judgment being read, Walewyn van der Veen said, I appeal and request copy of the sentence to answer its principal points, saying further—People complain at the South River; but I may well do so myself here. Whereas Walewyn van der Veen has refused to obey the sentence, he was ordered by the Court to go into his house in confinement and to be kept there by a Court Messenger until he shall have obeyed it.

To the Rt. Hon<sup>ble</sup> Director General and Councillors of N. Netherland

Rt. Honourable

The Burgomasters and Schepens of this City respectfully represent to y<sup>r</sup> Honours, that Walewyn van der Veen has refused to obey the pronounced sentence hereunto annexed and has been committed a prisoner to his own house, until he shall have conformed to the same. We request, inasmuch as the insult is destroying the authority and respect of this Court of Law, the support of the Supreme government so that similar occurrences may be prevented. Remaining

Under Stood, Your Honours' humble subjects

The Burgomasters and Schepens of this

City of Amsterdam in N. N.

Done, Amsterdam in N: Netherland 21. 7<sup>th</sup> 1660.

Whereas the Hon: Joannes de Decker exhibits to the Court of Burgomasters and Schepens acte of Joannes van Brugh, that the wines, which

he sold for him through the Vendu Master Jacob Jansen Sam, were his property, Burgomasters and Schepens order Abraham de La Noy to satisfy and pay the Hon: Joannes de Decker for the same, on condition, that the Hon: de Decker shall free Abraham de la Noy from all after claims.

Abraham de la Noy produces the judgment pronounced against Jacob Jansen Sam, the return of the Court Messenger on the notice to pay the same standing thereupon. The Court order the Bailiff to put this into execution.

Schepen Cornelis Steenwyck, pltf. v/s Arent Jurriaanzen, Lantsman, deft. Pltf. demands of deft. payment of fl. 88. 9. on a note payable in tobacco with costs. Deft. acknowledges the debt. Says there is no tobacco to be had: requests time. The Court order the deft. to pay the pltf. with costs.

The Schout Pieter Tonneman, pltf. v/s Jan Rutgerzen, deft. Pltf. demands from deft. five and twenty guilders fine for having struck the wife of Frerick Aarsen, according to affidavits thereof exhibited. Deft. denies it, bringing with him Merritje Pieters, Albert Trumpeters wife, as witness, who declares, that she did not see him strike Frerick Aarsen's wife. Grietje Pieters, Frerick Aarsen's wife, appears in Court, saying that Jan Rutgersen struck her, and if she had not prevented it, he should have beaten in her brains; relating the causes, which gave rise to it. The Court condemn Jan Rutgersen in a fine of six guilders for having struck the wife of Frerick Aarsen, and Grietje Pieters, Frerick Aarsen's wife, in the fine of three guilders for her evil speaking.

Joannes Vervelen, pltf. v/s Joannes Nevius, deft. Pltf. demands of deft. fl. 280: 8 according to a/c. and acknowledges to have received thereon fl. 168. Deft. acknowledges the debt. The Court order the deft. to pay the pltf.

Mattheus de Vos, arrestant and pltf. v/s Pieter Lucasen, arrested and deft. Deft. in default. The Court declared the arrest valid, until he shall have satisfied the pltf.

On the petition of Cornelis Martsen, factor, wherein he requests revocation of the judgment of date the 14<sup>th</sup> inst. and that Pieter Rudolfus shall be condemned to pay the demanded freight and costs according to a/c thereof exhibited to Court, the Court persist in their previous judgment.

Govert Loockermans, pltf. v/s Lodowyck Pos, deft. Deft. in default.

Claes Gangelofzen Visscher, pltf. v/s Pieter Janzen, mason, deft. Both in default.

Jan Andriessen de Graaf, pltf. v/s Tielman Van Vleeck, deft. Pltf. in default.

Tielman Van Vleeck, pltf. v/s Jan Andriesen de Graaf, deft. Deft. in default.

Arien Janzen, pltf. v/s Hendrick Lamberzen Mol, deft. Both in default.

Daniel van Donck, pltf. v/s Pietertje Jans, deft. Both in default.

Cornelis Pluyvier, pltf. v/s Reindert Janzen Hoorn, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. fl. 79. 9. for consumed drink. The Court order the deft. to deposit the monies at the Secretary's office of this City.

Reindert Janzen Hoorn, pltf. v/s Francois de Bruyn, deft. Both in default.

Joannes Verveelen, pltf. v/s Reindert Janzen Hoorn, deft. Deft. in default.

Paulus van de Beeck, pltf. v/s Jan Gillis de Jongh, deft. Deft. in default.

Paulus Schrick, pltf. v/s Salomon La Chair, deft. Deft. in default.

Salomon La Chair, pltf. v/s Jacob van Couwenhoven, deft. Both in default.

Jacob van Couwenhoven, pltf. v/s Anneke La Chair, deft. Both in default.

Pieter de Nys, pltf. v/s Wernaer Wessels, deft. Deft. in default.

Mighiel Muyen, pltf. v/s Jan Rutgerzen, deft. Pltf. in default.

Tomas Wandel, pltf. v/s Jan Cnoulits, deft. Both in default.

Pieter Cornelizen vander Veen, pltf. v/s Frerick Aarzen, deft. Both in default.

Paulus Blyenbergh, pltf. v/s Hendrick Arenzen, deft. Both in default.

On the answer of Simon Janzen Romein, att'y for Marcus Vogel-sanck, against Mighiel Jansen ordered:—The Court direct copy to be furnished to party to answer thereunto at next Court day.

Maria Besem requests by petition, that Boudewyn Van Nieuwlandt shall, as he remains contumax in giving bail, be ordered *de novo* to enter security within 24 hours under such penalty as the Court shall deem proper. Marginal note:—Ordered, that he enter bail within the period of 3 times four and twenty hours for the judgment, or otherwise for the sum of fl. 3000. The Acte reads:—In the name of the Court Boudewyn van Nieuwlandt is hereby again ordered to enter sufficient security for the judgment of the Court aforesaid to be rendered in the suit between him and Maria Besem or at least for the sum of three thousand guilders and that within the period of three times four and twenty hours. Done.

Pieter Rudolfus appears in Court requesting answer to the demand he made on Jacques Corteljou, attorney for Pieter Jacobsen Buys, on a note; or security for his claim. The Court order Jacques Corteljou to answer on next Court day the copy of the demand and obligation of Pieter Rudolfus on pain of deprivation of right.

Pieter Janzen, mason, appears in Court saying, he cannot obtain any payment of costs from Nicolaes Boots wife in the suit, which he had against her and he should take no more trouble about it, giving the claim which he has against Maria Boot for the aforesaid costs taxed by the Court on 8<sup>th</sup> June 1660. at the sum of fl : 23: 5 to the Poor except six guilders, which the Court Messenger must have. The Court order the Bailiff to execute these and to hand the proceeds to the Deacons.

Tuesday, 28. Septemb<sup>r</sup> 1660. In the City Hall. Present the Heeren Pieter Tonneman, Marten Cregier, Allard Anthony, Cornelis Steenwyck, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

Schout Pieter Tonneman, pltf. v/s Andrees Rees, deft. Pltf. says, he had fined deft's wife, because there were nine pins at her house last Sunday during preaching, and the can and glass stood on the table. Deft. says, he was not at home, but on the watch—and that there were no nine pins at his house, nor can the pltf. say, that he saw drinking at his house during the preaching. Deft's wife appears in Court; denies that there was any nine pins or drinking at her house, saying that some came to her house, who said that Church was out, and that one had a pin and the other a bowl in the hand, but they did not play. The Schout states, that deft's wife said, she did not know but Church was out, and

offered to compound with the Schout. Parties being heard, deft. was condemned by the Court in the fine of six guilders to be applied as is proper.

Schout P. Tonneman, pltf. v/s Jan Schryver, deft. Pltf. says, that the deft. tapped half an hour after evening bell ring, demanding fl. 25. fine and fl. 6. for each person. Deft. says, it is impossible to drive the people out of the house so precisely, and half an hour passes easily by, before each one has paid his money. The Court condemn the deft. in the fine of twelve guilders to be applied as is proper.

Schout Pieter Tonneman, pltf. v/s Maria Peeck, deft. Pltf. says, he has fined the deft. for that she had tapped after nine o'clock. Deft. denies it, saying that two sat at her house, who counted their money which she owed them, and she did not tap a drop. The Court dismiss the Officer's suit.

Schout Pieter Tonneman, pltf. v/s Pierre Pia, deft. The Officer says, that deft. tapped last Sunday after the watch was set and six persons were at his house; demanding from deft. fl. 25. and six guilders for each person. Deft. denies it, saying there were three at his house, who were standing up to leave. The Court dismiss the Officer's suit.

Schout Pieter Tonneman, pltf. v/s Jan Los, deft. Pltf. says, that deft. was fighting at Solomon La Chairs after nine o'clock and Resolveert Waldron knows it. Deft. denies it wishing to prove it. Resolveert Waldron appearing at the Court declares to have seen it: offering to prove the same. The Court order parties on both sides to bring forward their proofs at next Court day.

Schout Pieter Tonneman, pltf. v/s Wessel Everzen, deft. Pltf. demands from deft. the fine for having sold fish on last Sunday forenoon. Deft's wife appearing says, that it happened before the ringing of the bell. The Court dismiss the Officer's suit.

Schout Pieter Tonneman, pltf. v/s Albert Trompetter, deft. Pltf. says, that deft. sold fish on Sunday morning, and that Resolveert Waldron has subjected him to the fine. Resolveert Waldron appearing in Court declares he fined him because he sold fish on Sunday morning. Defts. wife appears in Court says, it occurred before the ringing of the bell. The Court dismiss the Officer's suit, as the occurrence took place before the preaching.

Schepen Govert Loockermans, pltf. v/s Lodowyck Pos, deft. Defts. 2<sup>d</sup> default. The pltf. demands from deft. fl. 330. in beaver according to the obligation exhibited in Court. The Court order the deft. to deposit the money with the Secretary of this City.

Pieter Rudolfus, pltf. v/s Jacques Corteljau, deft. Deft. in default. Pltf. demands security for the money coming to him from Pieter Jacobs. Buys according to obligation exhibited in Court. The Court order Claas van Elslandt the younger, Court Messenger, to summon Jacques Corteljau in their name at the next Court day.

Pieter Nys, pltf. v/s Warnae Wessels, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. fl. 264. in beaver for three hogsheads of French wine. The Court order the deft. to deposit the monies with the Secretary of this City.

Simon Hermzen Cort, pltf. v/s Huybert de Bruyn, deft. Pltf. demands from deft. payment of the judgment dated 8<sup>th</sup> June with costs for a/c produced. Deft. says, the pltf. arrested the money in the hands of Hendrick Jansen Spiers and therefore he cannot give him any money, before he has released that. Pltf. says, if Hendrick Jansen Spiers pay him, he will be satisfied. The Court order deft. to fulfill the judgment with fl. 7: 8 costs taxed by their worships.

Arien Janzen, pltf. v/s Hendrick Lamberzen Mol, deft. Pltf. says, that the deft. had made a boat for him, which he had not finished according to agreement and contract, though he paid him wages for making it, and that deft. took the boat from before his door and sold it; claims the debt or the disbursements. Deft. acknowledges copy of the demand and says, he told the pltf. Arien, there must be money—Whereupon he answered, I cannot pay you, before next May; take your own. Pltf. was asked, how long he had the boat? Answers, that it lay three weeks before his door and he used it twice; thereunto deft. answers, he can prove otherwise. The Court refer the matter in dispute to Frerick Lubbersen and Burger Jorissen to decide parties' dispute and if possible to reconcile them; if not to report their doings to the Court.

Jan Andriezen de Graaf, pltf. v/s Tielman van Vleeck, deft. Pltf. demands from deft. two beavers for brick. Deft. says, he paid him according to a demand in offset, which he exhibits in Court. Pltf. says, he gave pay and that he would not receive it, and returned the same to

Claas van Elsland. Deft. says, he can prove, that he may demand beavers for fees, which he shewed according to order. The Court therefore direct Jan Andriessen de Graaf to receive the zeewan and the half beaver from Claas van Elslandt.

Willem Weit, pltf. v/s Willem Pieckelingh, deft. Pltf. demands fulfillment of the contract, whereby deft. bound himself to him to sail in his bark for zeewan. Deft. says, that pltf. discharged him and he can prove it by witnesses, who appearing in Court, declare that William Weit told the deft.: I discharge you; if you wish to go, you may, but you shall not have any of your earned wages. The Court therefore pronounce the deft. to be free of Mr. Weit.

Pieter Jacobzen Marius, arrestant and pltf. v/s Rutgert Janzen, arrested and deft. Pltf. demands from deft. 520 lb. good leaf tobacco according to obligation signed by him, deft. and Abraham Kimberley, requesting payment before his departure and that the arrest meanwhile be declared valid. Deft. says, it is due by Abraham Kimberley. The Court order deft. to pay the pltf., the arrest remaining meanwhile valid until payment.

The 28<sup>th</sup> Septemb<sup>r</sup> 1660. In the City Hall. Present all the Magistrates, except Govert Loockermans, sick.

On the demand of a fine by Nicasius de Sille, against Maria Boot, dated 4 May of this year, the Court order the Bailiff to execute this within four and twenty hours.

On the petition of Abraham de la Noy, wherein he requests, that the Bailiff be authorized to proceed in the speediest manner with the execution, and that Decker's judgment be postponed until the Vendu Master has paid him, La Noy, so that Decker also may get his own, the Court order the Bailiff to proceed in the quickest manner with the execution and fulfillment of the judgment, which Abraham de la Noy has against Jacob Jansen Sam.

Merritje Beckers, pltf. v/s Mary Boot, deft. Deft. in default. Pltf. demands from deft. fl. 10. 17. balance of a/c as exhibited in Court, and requests, that she may arrest her goods. The Court authorize Merritje Beckers to arrest the goods of Maria Boot, wherever she knows they are.

Willem Simson, pltf. v/s M<sup>r</sup>. Mollens, deft. Pltf. demands from

deft. the handwriting, he has belonging to him and which is long since paid. Deft. says, he must have from pltf. 275 lbs. sugar, for which the pltf. has passed an obligation, which has remained with the Spaniard, by whom he was captured. Pltf's wife also appearing says, that deft. at Barbadoes took out of her chest a silver boat, which has remained with him. Deft. denies it, saying he has not done so. The Court order parties on both sides to prove their assertions.

Paulus Schrick, pltf. v/s Salomon La Chair, deft. Pltf. demands from deft. balance of fl. 143. 4. for half an aam of brandy according to a/c. dated 3 Sept<sup>r</sup> 1658 exhibited in Court. Deft. produces a counter a/c for the sum of fl. 546. 15½, the contents of which is denied by the pltf. saying, it is discharged. The Court order parties to draw up their a/c, each in due form and to deliver the same to one another and then the matter was referred to Sieur Daniel van Donck and Sieur Isaack Greveraet to examine parties a/cs, debate the same and if possible to reconcile both sides; if not to report to the Court.

Jan Rutgerzen, pltf. v/s Pieter Pietersen, deft. Pltf. says he loaned fl. 26. 7. and fl. 9: 7 to deft. Deft. denies it. Pltf. undertakes to prove it. The Court order pltf. to prove his statement.

Leuntje Schoone, pltf. v/s Jan Stocker, deft. Pltf. demands fl. 28. from the deft. Deft. says, she never spoke to him, nor did he ever refuse any money, and owes no more than fl. 21. The Court order the deft. to pay the pltf. the fl. 21. and if she have any further claim, she must prove it.

Joannes Vervelen, pltf. v/s Reindert Janzen Hoorn, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. fl. 40: 2 in zeewan and fl. 7: 2 found to be short in zeewan and also fl. 86. in beavers. The Court order deft. to deposit the monies with the Secretary of this City.

Mighiel Tades, pltf. v/s Baltus Lookeman, deft. Deft. in default. Pltf. demands arrest of his person for a claim for the sum of fl. 429, with costs. The Court grant the pltf. his request to arrest the deft. until he be paid.

Jan Becker, pltf. v/s Jacob. de Haan, deft. Deft. in default. Pltf. demands a second summons.

Leuntje Schoone, pltf. v/s Jan Clazen, deft. Deft. in default.

Nicolaes Boot, pltf. v/s Saartje Burgers, deft. Both in default.

Maria Peeck, pltf. v/s Reindert Janzen Hoorn, deft. Deft. in default.

Barent Cruytdop, pltf. v/s Pieter van Halen, deft. Deft. in default.

Abraham Lubberzen appears in Court requesting an end of the little boat, which he disputes about with Tomas Frericksen; whereupon was ordered:—Whereas there is a question between Abraham Lubbersen and Tomas Frericksen about a little boat, Sieur Pieter Wolferzen van Couwenhoven and Sieur Hendrick Janzen van der Vin are therefore hereby ordered by the Court of this City and authorized to decide the question of parties and to reconcile the one to the other if possible; if not to report their proceedings to the Court.

Cornelis Martzen, factor, appears in Court, producing the judgment, which he has against Pieter Rudolfus with the return of the Court Messenger on the notice served on him for the fulfillment of the judgment. Endorsement:—The Court order the Bailiff to put these into execution.

By Burgomasters and Schepens of this City of Amsterdam in New Netherland being considered the petition of Mighiel Tades relative to the assigned fl. 636: 10 in zeewan and 470 planks at 25 stivers each in abatement of the mortgage, which Sieur Walewyn van der Veen, attorney for Sieur Isaack de Sterre, merchant at Amsterdam in Europe is having; which mortgage must be paid in beavers, and through want of beavers the aforesaid Mighiel Tades has assigned the aforesaid zeewan and planks at 12 gl. per beaver, requesting that it may be paid therewith. Whereupon Sieur Walewyn van der Veen being called, appearing, the written request of Mighiel Tades was propounded to him, who thereupon answered, he cannot undertake it for his principal; but saying, to accommodate him he will keep the consigned plank and money in store until half the mortgage is paid, and to wait until the next trading season or the coming of the second pay on the mortgage. Which resolution taken by Sieur Walewyn van der Veen is submitted to Mighiel Tades, who was asked what he has to decide thereon? Answers, if possible he would rather it might go in abatement and fulfillment of the first payment on the mortgage. Whereas such cannot be agreed to, Burgomasters and Schepens therefore decide in quality as moderators, that Mighiel Tades shall deliver to Sieur Walewyn van der Veen the consigned fl. 636: 10. and four hundred and seventy

plank to be stored in payment of the mortgage and Sieur Walewyn van der Veen consents to turn the consignment into beavers to wit @ 12 guilders per beaver, if he can convert the same to the profit of Mighiel Tades and to the discharge of the mortgage. Done at Amsterdam in New Netherland the 28<sup>th</sup> September 1660.

Regarding the difference in payment between the pieces of Eight, which Pieter Rudolfus loaned to Cornelis de Bruyn and which must be restored by Cornelis Marssen, factor, according to judgment in abatement of what Pieter Rudolfus owes the aforesaid Cornelis Marssen, factor, according to a/c exhibited thereof, Burgomasters and the presiding Schepen decide, that Pieter Rudolfus shall rebate two and a half pieces of Eight for one beaver on the claim, which Cornelis Marssen, factor, has on him. Done Amsterdam in N. Netherland the 2. October 1660. By Order, etc.

Tuesday, 5. Octob: 1660. In City Hall. Present the Heeren Pieter Tonneman, Marten Cregier, Allard Anthony, Cornelis Steenwyck, Joseph Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

Schout Pieter Tonneman, pltf. v/s Aris Otte, deft. Defts. 2<sup>d</sup> default. Pltf. concludes in writing, that deft. shall be condemned in the fine of fl. 50., for that he the deft. was found to have tapped two several times on the 26<sup>th</sup> Sept: of this year, after the setting of the watch; first at ten o'clock, for which he had fined the defts. wife, and afterwards on the same night between eleven and twelve o'clock, besides fl. 24. for four persons, who sat and drank; furthermore still fifty guilders, for that he deft. was fighting at the house of Solomon La Chair with one Jan Los after setting of the watch, with costs, all according to the Placard. The Court order the deft. to deposit the hundred and twenty four guilders with the Secretary of this City within three times four and twenty hours.

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

The Schout, pltf. v/s The Steward of the Oak Tree, deft. Deft. in default.

Govert Loockermans, pltf. v/s Lodowyck Pos, deft. Defts. 3<sup>d</sup> default. Pltf. demands from deft. three hundred and thirty guilders in beaver and requests, that the Sheriff be ordered to remove from his house his arms, which he brought there to manufacture. The Court order deft.

to pay the pltf. fl. 330. commanding the Officer to remove from deft's house Loockerman's fire arms.

Jacques Cousseau, pltf. v/s Reindert Janzen Hoorn, deft. Pltf. demands from deft. fl. 14: 10. in beavers purchased by deft. at auction, requesting, that deft. shall pay the same to the Vendu Master or the Secretary before his departure. Deft. acknowledges the debt; says he has no money. The Court order deft. to pay the money to the Vendu Master.

Reindert Janzen Hoorn, entering, produces a certain a/c against Alexander d'Hinojossa, dated the 3<sup>d</sup> April 1659, amounting to the quantity of 87½ lb. beaver arising out of a hogshead of Spanish wine and three half aems aniseed, requesting, as he is on the eve of leaving, that he may swear to it. Whereas Reindert Jansen Hoorn offers to declare on oath the justice of the produced a/c, the same is taken down by the Officer, and he accordingly took the oath at the hands of the Officer, Pieter Ton-neman.

Joannes Vervelen, pltf. v/s Reindert Jansen Hoorn, deft. Pltf. demands from deft. fl. 86: in beaver and fl. 47. 13 in zeewan according to a/c presented in Court. With costs incurred and to be incurred thereon. Deft. acknowledges the debt, but does not know how much, as he has not settled. The Court order parties to settle with each other in presence of Sieur Paulus Shrick and Symon Jansen Romein, who are authorized to unite parties if possible; if not to report their proceedings to the Court.

Abraham de la Noy, pltf. v/s Reindert Janzen Hoorn, deft. Pltf. demands from deft. fl. 118. Deft. says, he brought something with him for the pltf. and also paid him some money in Holland. The Court order parties to settle with each other in presence of Sieur Isaack Bedloo and Sieur Joannes Van der Meulen, who are authorized to reconcile parties if possible; if not to report their proceedings to the Court.

Hendrick Janzen Smitt, pltf. v/s Evert Mareschal, deft. Pltf. demands from deft. security for the rent of his house. Deft's wife appearing in Court says, the time is not yet expired. The Court order the pltf. not to speak before the expiration of the time.

Rut. Jacobzen, pltf. v/s Joannes Withart, deft. Pltf., complaining of the sale of his house and lot, by Cornelis Steenwyck and Sieur Joannes Withart, as his attorneys, sold by public auction, and purchased at sale by Joannes Withart, requests an advance on the price, as he sold the same for

more; saying, that the sale was not a legal one—partly because Mr. Thomas Willett, who is co-attorney with Sieur Steenwyck above named and Joannes Withart, is not known in the conditions and contract; secondly that the house and lot were knocked down by Steenwyck before they were sold at auction. Deft. answering says, he persists by the sale and that before it was said "I hold up" he cried, Mine! Whereupon he was asked, if he bade in the house for himself or for those for whom he was attorney besides others? Answers, for himself. Further asked, as he bade for himself, if he had made it known? Answers, No. Rut. Jacobsen, entering, was asked if he has proof, that the house and lot were "held up" before they were sold. Answers, Yes; exhibiting two written declarations under offer of oath, one from the Vendu Master Joannes Nevius and the other from the Schepen Jacobus Backer, saying if necessary he can get some more. Cornelis Steenwyck, attorney with the deft. standing up, declares under offer of oath, that Sieur Withart cried "Mine!" before he called out "I hold up." Further that he had agreed with Sieur Withart, he should hold up, when it came to fl. 50 over the sum offered at auction. Offering to confirm the same by oath. The Court Messenger Claas van Elslandt the Younger, called in was asked, if he knew that the house and lot offered by public or open sale, were "held up" by the Heer Steenwyck before Sieur Joannes Withart cried, Mine! Answers Yes, saying he first heard "I hold"; and then it was said, Mine! Offering to confirm the same by oath. Joannes Withart entering was asked, what has he against the affidavits? Answers, he holds to the sale, and if there was any thing to be said, why was it not spoken before the deed was written. Has nothing to say against the witnesses, undertaking to prove, that he bought the house and lot before the same were "held up." Whereupon the Court order him so to do by the next Court day, or in default judgment shall be pronounced.

Ritchert Smith, pltf. v/s Cornelis Melein, deft. Pltf. demands of deft. payment of a note for the sum of fl. 114. signed by deft's wife, the same to be paid in beaver; relating at length the circumstances, from which it arose. Deft. says, that for the payment of nine pounds sterl'g which he owed M<sup>r</sup>. Smitt, he agreed with him for two ankers of strong waters, which he should come and draw from Staten Island, keeping them for M<sup>r</sup>. Smitt, and that M<sup>r</sup>. Smitt promised to do so, either himself or by

another. And the ankers lay a long time before they were taken away. Meanwhile the war broke out with the Indians, who destroyed everything, taking himself and his people prisoners. Maintains he is not bound to make the same good, saying further, that Mr. Smitt accompanied by some Englishmen came to his wife whilst he was in Holland and forced her to sign the note. Pltf. denies it all. The Court order Cornelis Meleyn to prove, that he agreed about the payment of the nine pounds sterlg by the two ankers of strong waters, and when Mr. Smitt should draw the two ankers of strong waters from Staten Island, and further that his wife was constrained to sign the note exhibited by M<sup>r</sup>. Smitt.

Jan Rutgerzen, pltf. v/s Pieter Pieterzen, deft. Pltf. demands from the deft. fl. 26. disbursements and nine guilders for consumed drink. Deft. says, he bought sole leather from an Englishman, 15 lbs at 34 stiv. per lb. and must pay the Englishman. But if the pltf. can shew a power to lift the money for the Englishman he will pay him. Acknowledges the debt for the drink. The Court order the deft. to pay the pltf. the nine guilders and to deposit the 26 gl. with the Secretary of this City.

Claas Pieterzen, pltf. v/s Marten de Waart, deft. Pltf. demands from deft. indemnification for a canoe drifted away, whilst in his hands, producing two statements thereof; one of Joannes Lubbelinck and the other of Nicolaas Ybert, saying that he was obliged to make good the same to Tomas Verdon, from whom he had borrowed it, paying therefor, according to arbitration fl. 30. demanding, also, the costs incurred. Deft. says, that Nicolaas Ybert lent it to him and he delivered it back. The Court order the deft. to prove his statement at the next Court day.

Mighiel Tades, arrestant and pltf. v/s Balthus Lookermans, arrested and deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. fl. 429. in zeewan. The Court order the deft. to deposit the money with the Secretary of this City, the arrest remaining meanwhile valid.

Willem Cogens, pltf. v/s James Mills, deft. Pltf. demands in writing according to statement that the deft. shall be condemned to pay him the monthly wages, for which he received him in his service in quality of seaman. Deft. rendering his answer by petition, parties were referred by the Court to Isaack Bedlo and Paulus Schrick who were authorized to hear parties differences and decide the same; if possible to reconcile them, if not to render a report of their proceedings to the Court.

Willem Pickely, pltf. v/s Willem Porter, deft. The question of parties being heard, the Court refer the same to Isaack Bedloo and Paulus Schrick to hear the same, to decide the differences and if possible to reconcile them, if not to render a report of their proceedings to the Court.

Pieter Terragon and Marcus de Sousey, pltf. v/s Hendrick Barenzen, smith, deft. Pltf. complain, that deft's hogs commit damage in their land. Deft. says, he has yoked his hogs and their fences are not close. Requests that some one be appointed to examine it. The Court appoint Pieter Jansen de Witt and Jan Cornelis de Zeuw\* to inspect the fence and to reconcile parties if possible; if not to report their proceedings to the Court.

Maria Becker, pltf. v/s Maria Boot, deft. Defts. 2<sup>d</sup> default. Pltf. says, she has caused the deft's goods to be arrested, and that she is away with the property. The Court order the pltf. to find out where Maria Boot has any money and to seize the same.

Jan Jurriaanzen Becker, arrestant and pltf. v/s Jan Broerzen, arrested and deft. Deft. has gone away beyond his arrest.

Jan Jurriaanzen Becker, arrestant and pltf. v/s Arent Janzen, arrested and deft. Deft. has gone away beyond his arrest.

Jan Jurriaanzen Becker, arrestant and pltf. v/s Jan the Pilot of the Oak Tree, arrested and deft. Deft. has gone away beyond his arrest.

Jan Jurriaanzen Becker, arrestant and pltf. v/s Hendrick Reinderzen, arrested and deft. Deft. is gone away beyond his arrest.

Jan Jurriaanzen Becker, arrestant and pltf. v/s Gerrit Broersen, arrested and deft. Deft. is gone away beyond his arrest.

Solomon La Chair, pltf. v/s Jan Becker, deft. Deft. in default.

Lauwerens Andriezen, pltf. v/s Barent Cruiddop, deft. Deft. in default.

Lauwerens Andriezen, pltf. v/s Paulus Heimans, deft.

Jan Eraat, appears in Court requesting execution on the judgment against Grietje Pieters. The Court order the Bailiff to execute these.

On the judgment of Burgomasters and President Schepen dated 2<sup>d</sup> Octob: 1660 handed in by Cornelis Marsten Factor, against Pieter Rudolfus, ordered:—The Schout Pieter Tonneman is authorized by the Court,

\* The parties to this suit were settlers at Bushwick, L. I., where the referees also lived. *Stiles, History of Brooklyn*, 333-4.

together with the Bailif to notify Pieter Rudolfus for the last time, that he pay the remaining balance to Cornelis Marssen Factor, and in case of refusal to enter execution immediately against him.

On the petition of Jan Jacobs. is endorsed:—The Court refer the petitioner to the Rt Honble General and Council of N. Netherland, to have the costs taxed there, as the suit is pending before their Honours.

Tuesday, 12. Octob<sup>r</sup> 1660. In the City Hall. Present the Heeren Pieter Tonneman, Marten Cregier, Allard Anthony, Cornelis Steenwyck, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

Solomon La Chair, pltf. v/s Jan Jurriaanzen Becker, deft. Pltf. requests, that deft. shall be condemned to furnish him with the a/c he has against him and that the Magistrates be pleased to appoint two to examine the same. Deft. says, he is ready to deliver him over the a/c. and demands the same. The Court appoint to this purpose Jacques Cosseau and Isaack Grevera to examine the a/c of parties, to settle the same and to reconcile parties if possible; if not to render a report in writing to the Court of their proceedings.

Balthus Lookermans, pltf. v/s Mighiel Tades, deft. Pltf. wants to know, why the deft. demands f. 429 from him. Deft. exhibits the note, from which the same arises. Pltf. shews by a/c that the same is paid and that he bought from deft. the ten head of cattle for fl. 1650, whereof the deft. shews in writing, that the cattle were sold for fl. 1750., about which fl. 100 difference, he says he was at law at Fort Orange with the deft., and that he, the pltf., had asserted, he was able to prove it here at the Manhattans and now offers to do so in eight days. The Court, therefore, order pltf. to prove by next Court day that he bought the cattle from the deft. for fl. 1650. Balthus Loockermans, entering, demands *acte* of what has passed and that he may appoint some one in his place, as he intends leaving for Fort Orange; which the Court allows him, on condition of giving security for the judgment.

Grietje Pieters, pltf. v/s Jan Eraat, deft. Pltf. wants to know, what claim deft. has against her, inasmuch as she accounted for the linen according to order. Deft. says, she accounted only for 10½ ells and there is not sufficient linen for him to get six shirts from. Pltf. says, she had no more linen from him. Deft. answers, that pltf. admitted to Simon

Jansen Romein and Stoffel Jansen, carpenter, that she received enough of linen for him for six shirts, whereof he had exhibited an affidavit, as the judgment dated 13. January last proves. Jan Erat was ordered to call Simon Jansen Romein, who appearing was asked, if Grietje Pieters admitted to him, that she received for Jan Eraat a piece of linen for six shirts? Answers, that Grietje Pieters had said so and that she had given it to a woman, who had left for Fort Orange. Symon Jansen having read to him the contents of his written declaration dated 13. January 1660 exhibited in Court by Jan Eraat, was asked, If he will confirm the same on oath? Answers, Yes. Which was stated to Grietje Pieters, who was called in, who thereupon answered, then I will pay it. And whereas Symon Jansen Romeyn on being sent for to Court to confirm his declaration by oath, excuses himself, that he cannot do it as he has people with him, the matter was postponed by the Court until the next Court day.

Jan Jurriaanzen Becker, pltf. v/s Jacob de Haan, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. fl. 23. 9. The Court order the deft. to deposit the money with the Secretary of this City.

Solomon La Chair, pltf. v/s Willem Doeckles, deft. Deft. in default.

Arent Jurriaanzen Lantsman, pltf. v/s Ensign Dirck Smitt, deft. Pltf. in default.

Hendrick Barenzen Smitt, pltf. v/s Jacob Elderzen, deft. Deft. in default.

Hans Dreper, pltf. v/s Willem Doeckles, deft. Both in default.

Pieter Rudolfus appears in Court requesting, that the Bailiff, assisted by the Schout Pieter Tonneman may duly proceed with the execution of the judgment against Frerick Aarsen and Cornelis Pluyvier for the claim, which he has against them. The Court authorize the Schout Pieter Tonneman to proceed with the judgment; the Bailiff to assist.

Joannes Withart produces in Court a declaration and fact destructive relative to the sale and purchase of the house of Rut Jacobsen in question. The Court order copy of fact destructive and declaration annexed to be furnished to party, thereunto to answer by the next Court day.

M<sup>r</sup>. Jacob Hendrickzen Varrevanger requests by petition, that who-soever (claims) any of the goods left by Dirck Houthuysen shall after one or two notices state by proper return, what they demand as having given aforesaid Smitt to make and that the goods after that time, be sold without

any distinction ; further that he, petitioner, be permitted to lease the house occupied by said Smitt, as the time is expired before All Saints, and that the man, who occupies the front room shall vacate the same. Whereupon was noted in the margin:—Petitioner's request is granted and he shall cause the man in the front room to be summoned by the next Court day.

Tuesday 19. Octob<sup>r</sup> 1660. In the City Hall. Present the Heeren Pieter Tonneman, Marten Cregier, Allard Anthony, Cornelis Steenwyck, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

Burgomaster Allard Anthony, arrestant and pltf. v/s Jan Van Cleef, arrested and deft. The pltf. demands of deft. a beaver and a half or so much buckwheat at beaver price, for a hanger sold to the deft. Deft. says, that the pltf. did not ask more than 2 skepels. He brought an ox last year to the pltf. and he should give him over and above, two skepels of buckwheat for the hanger. Pltf. replies; he can prove by his book, that he sold the deft. the hanger for 1½ beavers. Demands the costs incurred herein and still to be incurred, and requires, that the deft. shall remain here so long, as he has not satisfied him. For the bringing of the ox he will pay as others. The Court order the pltf. to prove, that he sold the deft. the hanger; the arrest, meanwhile remaining valid.

Hendrick van Dyck, plft. v/s Titus Cyre and Jan van Cleef, defts. Pltf. demands from defts. payment of fl. 250. in zeewan with costs, for purchase of a horse mill. Deft. Titus Cyre says, that Jan van Cleef agreed to pay his part, which Jan van Cleef being asked, answers, Yes. Pltf. replying, demands therefore that deft. Jan van Cleef shall be condemned to pay him fl. 250. according to contract. Nicasius de Sille appearing requests, that Jan van Cleef shall remain in arrest, until he has paid or has released him from the bail bond. The Court order Jan van Cleef to pay the fl. 250. to the pltf. according to contract, with costs, the arrest remaining meanwhile valid.

Arent Jurriaanzen Lantsman, pltf. v/s Ensign Dirck Smitt, deft. Pltf. requests from deft. payment of one hundred and forty seven ells of linen sold to deft. @ 11 stiv: the ell payable in wheat @ three guilders the skepel, saying he received thereupon eighteen skepels and that deft. charges him in the a/c four guilders the skepel. Defts. wife appearing in

Court says, that her husband bought the linen from deft. @ ten stivers the ell, payable in wheat @ four guilders the skepel. Parties being heard pltf. was ordered by the Court to prove at the next Court day, that he sold the linen to deft. @ 11 stivers payable in wheat @ 3 gl. the skepel.

Balthus Loockermans, pltf. v/s Mighiel Tades, deft. Pltf. produces, according to order of the last Court day, through the Notary Mattheus de Vos, his witnesses relative to the purchase of the cattle, which he bought for the deft. for fl. 1650. viz. Symon Clazen Turk, who, under offer of oath, testifies, that the cattle in question were sold for about fl. 1300 in beaver, but payable in zeewan or planks calculated at @ fl. 10. per beaver, which together should amount, as he well knows, to seventeen and a half hundred guilders. And Symon Joosten testifies with offer of oath, that the purchase of the ten head of cattle in question was, according to his recollection for the sum of fl. 1650. in zeewan. The evidence being read, the deft. says, that the witnesses were not by, when the sale took place, but afterwards heard, that pltf. according to obligation signed by him sold the cattle for fl. 1750. The Court order Balthus Loockermans to bring in further proof on next Court day or in default thereof, judgment shall be rendered on the note.

Solomon La Chair, pltf. v/s Willem Doeckles, deft. Pltf. demands from deft. fl. 47. 4 balance of a/c rendered. Deft. exhibits a counter statement and says, that pltf's a/c is not correct, exhibiting the same and pointing out the items, which are incorrect. Pltf. replies and says, that the same being examined by his book will probably appear otherwise. The Court order parties on both sides to exchange their a/cs with each other and settle in presence of Joannes van der Meulen and Balthazar de Haart, who are authorized to examine the same and to reconcile parties if possible; otherwise to report their proceedings to the Court.

Jan Jurriaanzen Becker, pltf. v/s Jacob de Haan, deft. Defts. 3<sup>d</sup> default. Pltf. demands from deft. three and twenty guilders nine stivers. The Court order deft. to pay pltf.

Hendrick Barenzen Smitt, pltf. v/s Pierre Terragon and Marcus de Soasoy, defts. Pltf. was ordered in Court, inasmuch as the matter in question is referred to arbitrators, to demand a letter from under their hand and to exhibit the same.

Grietje Wesselse, pltf. v/s Jan Gerrizen van Buitenhuyzen, deft. Pltf. in default.

Jacob Hendrickzen Varrevanger, pltf. v/s Marten de Waart, deft. Both in default.

Hendrick Barenzen Smit, pltf. v/s Jacob Eldersen, deft. Both in default.

Laurens Sluys, arrestant and pltf. v/s Balthus Loockermans, arrested and deft. Deft. in default. The Court declare the arrest valid.

Maria Beckers, pltf. v/s Maria the Negress, deft. Deft. in default. The W. Court having considered . . . \* Pluyvier wherein . . . Rudolfus importunes to pay him his arrears—promising to pay the same within six weeks in zeevan for beaver at as high a price as the Court shall deem fair for beavers. Whereupon was endorsed:—The Schout Pieter Tonneman is ordered to stay the impending execution, until Pieter Rudolfus is made acquainted with the matter.

Schepen Cornelis Steenwyck proposes as the season for slaughtering is at hand and he is about to kill some cattle, therefore requests that he may pay the farmer for what he consumes as well as for the meat, which he may deliver to the Burghers and for what he should send or deliver to the store, that he might convey with a permit merely without paying any excise. Burgomasters and Schepens having considered the request decide, that Cornelis Steenwyck shall have to pay the farmer for what he consumes and sells to the Burghery of this City, and he shall procure merely a permit for what he sends or delivers to the Company.

Pieter Rudolfus was informed of the offer of Cornelis Pluyvier by the Court, recommending the matter to him through courtesy: whereunto he answers if Pluyvier can accommodate him with ten to twelve beavers, as he is much in want of them, he will wait for the remainder until the next trading season. Whereupon Cornelis Pluyvier being sent for appears, who learning the answer of Pieter Rudolfus promises to do his best therein.

Pieter Rudolfus appears in Court and again requests security for the claim, which he has on Pieter Jacobsen Buys, and that from Jacques Corteljou said Buys' attorney. Whereupon the Court acquainted him, it would first hear said Corteljou.

[Jacob] Hendricksen Varrevanger appears in Court requesting, that

\* Paper destroyed.

the property of the absconding Dirck Houthuysen, smith, may be sold by the Bailiff, so that he may get his own. Burgomasters and Schepens authorize Schout Pieter Tonneman with the Bailiff to sell next Saturday by Secretary Nevius the goods of the absconding Dirck Houthuysen, smith, and for that purpose to affix notices of the sale.

On the two judgments dated 8<sup>th</sup> June and 8<sup>th</sup> July 1660, in favor of Resolveert Waldron and Fiscal Nicasius de Sille against those, who had been on board the ships, ordered:—The Court authorize the Bailiff to put these in execution.

M<sup>r</sup> Paulus van de Beeck requests execution of the judgment against Tomas Swartwout. The Court order the Bailiff to execute these.

On the petition of Maria Besems, marked in the margin:—Petition granted and the Officer charged to make inspection forthwith.

On the a/c of the Bailiff Mattheus de Vos to the amount of fl. 13: 17: 8, endorsed:—The within a/c is approved by the Court.

On the petition handed in by Jan Hendricksen van Gunst, Hans Dreper, Barent Cruytdop, and Meindert Barenzen and servant, noted in the margin:—The Court persist in their pronounced sentence.

Tuesday, 26. Oct. 1660. In the City Hall. Present the Heeren Pieter Tonneman, Marten Cregier, Allard Anthony, Jacob Strycker, Timotheus Gabry, Jacobus Backer.

Pieter Rudolfus and Jacques Corteljou appear in Court, and Jacques Corteljou was informed, that Pieter Rudolfus has applied for security for the payment of the note, which Pieter Jacobs. Buys, whose attorney he is, has passed to him: whereunto was answered, he has procuration from Pieter Jacobs. Buys, but no order to give security for his property, yet on being constrained thereto he shall do so. He was again asked, if he had any thing to object to the note. Answers the note is good and has nothing against it. Burgomasters and Schepens condemn Jacques Corteljou as attorney of Pieter Jacobs. Buys to pay Pieter Rudolfus the note, which he passed to Pieter Rudolfus.

Burgomaster Allard Anthony, pltf. v/s Barent Cruytdop, deft. Pltf. demands of deft. one beaver on the behalf of Jacob Janzen Staat, which he agreed with the deft. for nine guilders four stivers, or in stead of the beaver sixteen guilders in zeewan with costs. Deft. acknowledges to owe

the beaver, but says he has no beaver. The Court order deft. to pay the pltf. the beaver with costs.

Burgomaster Allard Anthony, arrestant and pltf. v/s Jan van Cleef, arrested and deft. Pltf. pursuant to the order of the last Court day proves by his book, that he sold the deft. the hanger in question, and that deft. promised to give for it as much buckwheat as his fowls could eat in half a year, but requires no more than a beaver and a half, for the same hanger cost him so much. Requests payment thereof with costs. Deft. denies to have bought the hanger from the pltf. Pltf., coming in again, was asked, how much buckwheat he demands? Answers, as much as a beaver and a half amounts to, the buckwheat estimated at beaver's price, and as others would sell it for. The Court condemn the deft. to pay for the pltf's hanger twelve guilders in such grain as he can deliver at beaver price, with the costs of suit, deducting what he earned as wages for bringing the ox etc., the arrest in the meanwhile remaining valid.

Mr. Jacob Hendrickzen Varrevanger, pltf. v/s Marten van de Waart, deft. Pltf. demands from deft. the full rent of the front room, which he hired from the absconded Dirck Houthuysen, smith, who rented the whole house from him, pltf., according to the lease thereof passed before Notary Mattheus de Vos, and that deft. shall vacate the house. Deft. says, he hired the front room for one year from the absconding Dirck Houthuyzen and paid thereon fl. 69:8. according to a c exhibited thereof. Deft. was asked, if he should wish to remain longer in the house; answers, yes, if he could remain; if not requests restitution of the money, which he paid him over the amount of rent. The Court order the deft. to pay the hire of the room from the time Dick Houthuyzen absconded to date and that at such rate, as he hired the same from Dirck Houthuyzen, and to vacate the premises, if he cannot agree with M<sup>r</sup> Jacob.

Mighiel Muyen, pltf. v s Roelof Janzen van Meppelen, deft. Pltf. demands of deft. fl. 60. in reewan deducting what is paid thereon. Deft. acknowledges the debt, saying he has paid thereon fifteen guilders, and requests time. The Court order deft. to pay the pltf. the balance of forty five guilders.

Class Pieterzen, pltf. v s Marten de Waart, deft. Pltf. demands again, pursuant to the judgment dated 3<sup>rd</sup> Octobr last, payment of the

canoe drifted away while in the possession of deft. Deft. says, he was from home and returned last . . .\* and says he has his proofs; but on account of the shortness of the time could not have them [ready]. The Court order deft. once more to prove at the next Court day, that he gave the canoe in question back to the owner, on pain of deprivation of his right.

Claas Gangelofzen Visscher, pltf. v/s Pieter Janzen, mason, deft. Deft. in default.

Claas Gangelofzen Visscher, pltf. v/s Willem Provoost, deft. Deft. in default.

Mighiel Muyen, pltf. v/s Jan Rutgerzen, deft. Deft. in default.

Hendrick Janzen Smitt, pltf. v/s Anthony Janzen van Salee, deft. Deft. sick.

Arent Jurriaanzen Lantsman appears in Court about his case against Ensign Smith and is told to wait three or four weeks more, as the above-named Ensign died yesterday.

Cornelis Barenzen appears in Court requesting by petition acte of authority on the Bailiff for payment of the last instalment on the lot bought at public sale. Apostille (marginal remark.)—Petitioner is ordered to summon his party by the next Court day.

Joannes Withart requests by petition time to answer the reply of the "*feit destructyf*" until the arrival of Tielman van Vleeck. Apostil.—Petitioner is allowed time until next Court day to reply to the answer of *Feit destructyf* of his party.

On the petition of Anneken Idens, wife of Mighiel Tades, was apostilled: Petitioner shall have to procure an *Acte* of what is set forth in her petition.

Whereas Balthus Loockermans remains in default to produce further proof, according to order of last Court day that he bought the cattle in question from Mighiel Tades for sixteen hundred and fifty guilders the aforesaid Balthus Loockermans is therefore condemned by Burgomasters and Schepens to pay to Mighiel Tades the seventeen hundred and fifty guilders according to obligation passed therefor on condition of deducting what was paid thereon, and further in the costs of suit.

On the petition of Jmmetje Dircks widow of Frans Claasen, apostil:—Attention shall, on occasion, be paid to the petitioner's request.

\* Paper destroyed.

Tuesday, 2<sup>d</sup> Novemb<sup>r</sup> 1660. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Marten Cregier, Cornelis Steenwyck, Jacob Strycker, Timotheus Gabry.

Hendrick Janzen Smitt, pltf. v/s Antony Janzen van Vaas, deft. Deft. in default.

Barent Cruytdop, pltf. v/s Hendrick Kerckhoven, deft. Both in default.

Cornelis Barenzen, pltf. v/s Joannes Vervelen, deft. Deft. in default.

Joris Dopzen, pltf. v/s Tomas Wandel, deft. Deft. in default.

Willem Doeckles, pltf. v/s Arien van Laar, deft. Deft. in default.

Willem Doeckles, pltf. v/s Romein Servyn, deft. Deft. in default.

Daniel Tourneur, pltf. v/s Cornelis Hooghboom, deft. Both in default.

Claas Gangelofzen Visser, pltf. v/s Willem Provoost, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. eight guilders nine stivers for board. The Court order deft. to deposit the money with the Secretary of this City.

Claas Gangelofzen Visser, pltf. v/s Pieter Janzen, mason, deft. Defts. 2 default. Pltf. demands from deft. one hundred and forty five [guilders] sixteen stivers for board. The Court order deft. to deposit the money with the Secretary of this City.

Jan Ariaanzen, pltf. v/s Teunis Cray, deft. Pltf. demands from deft. seventy four guilders seven stivers and two beavers according to a/c exhibited in Court. Deft's wife appears in Court; says, when pltf. finishes the boat, he shall receive his money; and that she has an offset a/c, which she offers to present at the next Court day. The Court order parties, on both sides, to hand each other their a/cs which they have against one another and then to institute their action before the Bench on the next Court day.

Jan Rutgerzen appears in Court, and requests that the Bailiff shall put in execution the judgment between him and Pieter Pietersen. The Court order the Bailiff to put this in execution.

On the notice served on Joannes Withart by Pieter Schaaftbanck, Court Messenger, on behalf of Mattheus de Vos, attorney for Rutt Jacobsen and his return, is ordered:—Whereas according to return of Pieter Schaaftbanck, Court Messenger of this City, Joannes Withart notifies that

he has his rejoinder ready against the attorney of Rutt Jacobsen, he is therefore hereby ordered by the President to furnish forthwith copy of his rejoinder to party; and parties on both sides are ordered to exchange with each other their papers and to produce by next Court day, by inventory, their deduction and principal intendit. Done Amsterdam in New Netherland the 6<sup>th</sup> Novemb<sup>r</sup> 1660.

Tuesday, the 9. Novemb<sup>r</sup> 1660. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Marten Cregier, Cornelis Steenwyck, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacob Backer.

Burgomaster Allard Anthony, arrestant and pltf. v/s Willem Brouwer's wife, arrested and deft. Deft. in default. Pltf. requests, that the arrest be declared valid. The Court declare the arrest valid.

Metje Wessels, pltf. v/s Jan Gerison van Buytenhuysen, deft. Deft. in default.

Romein Servyn, pltf. v/s Jan Rutgerzen, deft. Deft. in default.

Willem Janzen van Berckelo, arrestant and pltf. v/s Willem Brouwer's wife, arrested and deft. Deft. in default.

Pieter Terragon, pltf. v/s Barent Cruitdop, deft. Deft. excused.

Cornelis Barenzen, pltf. v/s Joannes Vervelen, deft. Pltf. demands by petition payment from deft. for a lot, which deft. bought at public sale by execution, and in default thereof that the lot be resold by execution. Deft. demands copy of the petition producing a demand in reconvention, and in default thereof that the lot be resold by execution. Deft. demands copy of the petition producing a demand in reconvention and other papers and documents appertaining to suit. The Court order the deft. to bring the monies, being the last payment of the purchase of the lot, in deposit to the Secretary of this City, within three times four and twenty hours. Meanwhile copy of the petition is granted him to answer thereunto at the next Court day.

Joris Dopzen, pltf. v/s Tomas Wandel, deft. Pltf. exhibits in writing, that there are due to him from Mr. Mills sixty guilders, for the payment of which Thomas Wandel has given security. Govert Loockermans as attorney for Thomas Wandel says that Tomas Wandel told the pltf., if M<sup>r</sup> Mills do not pay, I will pay for him; which Loockermans

undertakes on condition, that M<sup>r</sup> Mills declares, he has no objection to the a/c. The Court order the deft. in his quality to pay the pltf. in one month, should M<sup>r</sup> Mills remain in default.

Willem Doeckles, pltf. v/s Arien van Laar, deft. Pltf. demands from deft. a pair of shoes and two gl. ten stivers in zeewan according to decision of arbitrators, for wages. Deft. says the shoes are long since ready and that he paid Hans Stein for a can of wine for deft. The Court order deft. to pay the pltf. the pair of shoes and ten stivers.

Willem Doeckles, pltf. v/s Romein Servyn's wife, deft. Pltf. demands from deft. four guilders loaned her. Deft. says on the four guilders she earned three, offering to pay the one guilder. The Court order deft. to pay pltf. the one guilder.

Jan Snedingh, pltf. v/s Simon Hermzen Cort, deft. Pltf. demands from deft. fl. 36. for timber. Deft. offers to pay the money to morrow or the day after, but must first see the timber, and says he does not owe more than fl. 29. and has paid four guilders; saying he agreed for fl. 33. Pltf. replies and says that deft. owes fl. 36. The Court orders pltf. to deliver the timber within the space of three days and the deft. to pay fl. 36. for the timber, giving the pltf. today ten gl. on the amount.

Joannes Withart rejoins to the reply of Rut. [Jacobsen]. The Court order copy to be given to party, if he has it not.

On the judgment of Claas Gangelofzen Visser is endorsed:—The Court order the Bailiff to execute this.

On the judgment of Nicasius de Sille is endorsed:—The Court order the Officer, Pieter Tonneman to proceed with the Bailiff to the execution hereof.

Pieter Rudolfus, entering, demands execution on the judgment against Jacques Corteljou. Ordered to let the return of the Court Messenger on the judgment stand.

Claas Pietersen, entering regarding the canoe in dispute, is ordered to produce an *Acte*.

Jan Gerrisen van Buytenhuysen entering relative to the dispute and difference, which he has with and against Metje Wessels, it is disposed of as follows:—Whereas there is some difference between M<sup>de</sup> Metje Wessels and Jan Gerrisen Van Buytenhuyse, Burgomasters and Schepens refer the matter in question to the Heer Joannes de Peister and Daniel

van Donck to examine the same and decide, and to reconcile parties if possible; if not to report their proceedings to the Court at the next session.

Tuesday, 16. November 1660. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Marten Cregier, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

Schout Pieter Tonneman, pltf. v/s Barent Cruytdop, deft. Deft. in default.

Aris Otte, pltf. v/s Symon Turck, deft. Deft. in default.

Pieter Terragon, pltf. v/s Barent Cruytdop, deft. Both in default.

Jonas de Sweet, pltf. v/s Moenes de Sweedt (the Swede.) deft. Pltf. in default.

Aris Otte, arrestant and pltf. v/s Ritzet Airy, arrested and deft. Deft. in default. The Court declares the arrest valid.

Philip Casige, pltf. v/s Tomas Hall, deft. Pltf. requests, that deft. shall restore him his saw, which he arrested, demanding payment of the time, that he could not use the saw, with costs. Deft. asked the pltf., if it is his saw? Answers, Yes. Whereupon he declares, that he missed a saw and that a saw was brought to the smith, who informed him of it; believing it to be his. Pltf. replies and says, that he can prove by witnesses, that it is his saw. Deft. rejoining says Hermen Barendsen and Tomas Huygens can make declaration of the saw, who appearing in Court, Hermen was asked if he has a knowledge of the saw in question, which is at the smith's? Answers, No. The Court orders parties to take the saw from the smith's, and that the smith's boy shall come with it. Marten Jansen Mayer, the smith's boy, appearing in Court with the saw in question, was asked if he has any knowledge that the saw belongs to Thomas Hall? Answers, It is very like the saw, but does not know certainly; giving as a reason, that he knocked out the teeth with a chisel, and the marks of the chisel remain in some places, which are visible, also, in this saw. Hermen Barendsen and Thomas Huyghens being shewn the saw, are asked if they have any knowledge of the saw? Hermen Barendsen answers, No. and Tomas Huygens answers, he sawed only once with the saw, and must see the handles which being brought by Philip Casyge, were shewn; answers, he has no knowledge of it. Tomas Hall seeing the

saw, declares he cannot well say, that it is his saw and has no other knowledge, than the declaration of the smith's boy. Philip Casige, entering, was asked, what he asks for the loss of time. Answers, fl. 50. as he has lost with his three besides. The Court decide that Philip Casige shall take back the saw, and condemn Thomas Hall to pay Philip Casige fl. 12. for lost time.

Claas Pietersen Cos, pltf. v/s Thomas Hal, deft. Pltf. demands from deft. delivery of a mare and a foal bought from him. Deft. says; Pay me and I will deliver the mare and foal. Pltf. replies and says, the horse and foal were bought on time, and that he paid fl. 68. on the horse; offering to prove the same. The Court order pltf. to produce his proof at the next Court day.

Claas Pietersen Cos, pltf. v/s Isaac Abrahamsen, deft. Pltf. demands from deft. fl. 25. for an old boat sold to him. Deft. acknowledges to have bought the boat, but says it has not been delivered to him. Pltf. says, deft. knew very well, that the boat was there and he ought to have looked to it, and the boat lay there full six weeks after the sale. The Court order the pltf. to prove at the next session that he had delivered the boat to the deft.

Romein Servyn, pltf. v/s Jan Rutgerzen, deft. Pltf. demands from deft. payment of nine and a half scows of stone @ five and a half guilders per scow, for wages, also the expenses incurred in bringing his horse from the Island, which the deft. was obliged to do by agreement. Deft. produces a declaration proving, that he sent a scow to the Island to bring away Romeyn the carter, with his horse and cart and had brought away the cart, but the horse having strayed in the bush, he could not bring it, because it could not be found. The Court refer the matter in dispute to Isaack Greveraet and Nicolaas de Meyer to settle parties' question, and reconcile them if possible; if not, to report their proceedings to the Court.

Tomas Hal, pltf. v s Tomas Huyghens, deft. Pltf. demands, that the Court will be pleased to order the deft. to deliver him the posts and rails, which he agreed to cut for him. Deft. says, that pltf. has his number of the posts and rails, complaining of loss suffered by the work. The Court order deft. to furnish pltf. with his number of posts and rails, and pltf. was ordered to pay the deft. his earned wages.

Tomas Hall, pltf. v. s Hermen Barenzen, deft. Pltf. requests, that

deft. be ordered to make holes in his posts and to sharpen his rails which he let out to another, in whose place he stood and who had neglected the work. Requests that he may proceed. Deft. says, he is ready to do the same. The Court order deft. to proceed with the work and pltf. was ordered to satisfy the deft. after the work was finished.

Claas Pieterzen appears in Court saying, that he notified Marten de Waart of the sentence dated 26<sup>th</sup> October last. Whereupon he was informed and ordered to notify Martin de Waart three times by the Court messenger.

Joannes Vervelen appears in Court producing according to (order of) the last Court day, answer to the request given in by Cornelis Barendsen, demanding therein, that the arrest on the beavers assigned by him may stand and that arbitrators may be appointed by the Court to decide the matter in dispute between him and Cornelis Barendsen, or that their worships may otherwise dispose in the case as they shall deem proper. Which answer and demand being read to Cornelis Barendsen, appearing in Court he says, that the witnesses mentioned by Joannes Vervelen in his answer have nothing to do with it. The Court having heard parties; seen and considered the writings used in the suit, deny Joannes Vervelens demand, and condemn him in the costs of suit; consent to allow Cornelis Barendsen to lift the assigned beavers.

Cornelis Pluyvier demands execution on the judgment dated 14<sup>th</sup> Sept<sup>r</sup> against Lambert Huyberzen Mol. The Court order the Bailiff to execute these.

Pieter Rudolfus demands execution on the judgment dated 26<sup>th</sup> October against Jacques Corteljou attorney for Pieter Jacobs Buys. The Court order the Bailiff to execute these.

Tuesday, 30<sup>th</sup> Nov<sup>r</sup> 1660. In the City Hall. Present the Heeren, Pieter Tonneman, Marten Cregier, Cornelis Steenwyck, Jacob Strycker, Timotheus Gabry, Jacobus Backer.

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

Resolveert Waldron, pltf. v/s Joghim Andriessen, deft. Schout Pieter Tonneman rising says, being requested thereto demands from deft. in the name of the Fiscal, the fine according to judgment dated 8<sup>th</sup>

July last, for that the deft. had been on board the ships contrary to the Ordinance and Placard, requests that failing to pay, the deft. shall go to prison, until he has satisfied it. Deft. says, he was not aware of the judgment and that the same was not read to him. The Court Messenger Claas van Elslandt being called in was asked if he has not notified the deft. ? Answers, Yes, once at his parents' house. The deft. was told, he must pay the fine. Whereupon he answered, he has not any money yet, offering to pay in about six weeks. Whereupon he is ordered to give bail; thereon answering says, if he should bring a note, that it will be paid, asking if that would not be agreeable ? Was answered, whereupon he went out to fetch it; returning he brings the 25 gl. fine, paying the same into Court. Whereas Joghim Andriessen vindicates himself, not having been aware of the judgment, and the Court Messenger declares he notified the deft. only once, the Burgomaters and Schepens therefore excuse the deft. from the costs.

Resolveert Waldron, pltf. v/s Jan Symonzen, servant to Meindert Barenzen, cooper, deft. Schout Pieter Tonneman rising demands in the name of the Fiscal, (being requested thereto) the fine due by deft. for having been on board the ships, contrary to the order of the Placard, and according to the judgment dated 8<sup>th</sup> July last. Deft. answers, he has no money, and says he met with an accident to his thumb and has taken up money from his master, with which he bought clothes, and that his master will therefore not be willing to advance for him. Requests delay therefore for one to three months. Burgomasters and Schepens considering the complaint which deft. makes, gives him, deft., time until May next, ordering him then to pay the fine.

Aris Otte, pltf. v/s Symon Turck, deft. Defts. 2<sup>d</sup> default. Pltf. demands from the deft. twenty planks or five and twenty guilders in zeewan. The Court order deft. to deposit the monies with the Secretary of this City.

Maria Becker, pltf. v/s Maria Portogys, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. five and twenty guilders and five stivers for clothes etc. given her daughter, hired to her and gone away before her time. The Court order the deft. to deposit the money with the Secretary of this City.

Arien Van Laar, pltf. v/s Joost Goderus and Jan Cornelissen, defts. Defts. in default.

Jacobus Vis and Joannes Withart, pltf. v/s Symons Hermzen Cort, deft. Deft. in default.

Ditto Vis and Withart, pltf. v/s Teunis Cray, deft. Deft. in default.

Jan Rutgerzen, pltf. v/s Joannes van der Meulen, deft. Deft. in default.

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

On the reply of Mighiel Janzen against Symon Janzen Romein, ordered:—Copy to be furnished to party thereunto to rejoin by the next Court day.

The Schout Pieter Tonneman exhibits in Court an order on certain remonstrance presented to the Director General and Council. The Burgomasters and Schepens decided to register the same.

Joannes Nevius, rising, prosecutes an arrest made on a tub of butter in the possession of Albert Trumpeter belonging to Jan Arcet alias Jan Coopal; having a claim thereon. The Court declare the arrest valid.

Cornelis Barenzen appearing in Court requests that the Court appoint two arbitrators to inspect the beavers consigned by Sieur Joannes Vervelen, [and to state] if they can be valid payment.

At Cornelis Barenzen's request the Court of this City appoint Sieur Joannes de Peister, old Schepen of this City and Sieur Daniel van Donck to take up and examine the beavers consigned by Sieur Joannes Vervelen, whether the same be valid pay, otherwise to value the same, and endeavour to make parties agree about the pay, as much as possible; if not to report their proceedings to the Board.

Tuesday 7<sup>th</sup> December 1660. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Marten Cregier, Cornelis Steenwyck, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

Salomon La Chair, pltf. v/s Jacob van Couwenhoven, deft. Pltf. demands of deft. payment of a balance of four hundred and two guilders in beaver and two hundred and sixty six guilders, one stiver book a/c. in zeevan with costs and interest. Deft. demands copy of note and extract from the book. The Court order pltf. to furnish deft. with copy of the note and of the a/c.

Claas Pieterzen, pltf. v/s Marten de Waardt, deft. Pltf. being absent, Claas van Elslandt, Court Messenger, produces in Court the demand of the pltf. against deft. and the return on the notice given to deft. Whereupon deft. was asked what proof he has? He thereon answers, that he cannot get the Negroes, who have knowledge thereof, to any proof, and that he brought the *Pagay*\* to Nicolaas the Carman's where he was ordered to bring it. The W. Court order the deft. to pay the pltf. for the canoe and condemn him in half the costs of suit.

Arent Jurriaanzen Lantsman, pltf. v/s Anneke Smits, deft. Both in default.

Jacob Vis and Joannes Withart, pltf. v/s Simon Hermzen Cort, deft. Pltfs. in default.

Ditto Vis and Withart, pltfs. v/s Paulus Heimans, deft. Both in default.

Ditto Vis and Withart, pltfs. v/s Teunis Cray, deft. Both in default.

Wolfert Webber, pltf. v/s Ryck Hendrickzen, deft. Deft. in default.

Joannes de Peister appears in Court requesting execution on the judgment against Jurrien Jansen Auweryck. The W: Court order Bailiff to execute these.

Nicolaas Gangelofzen Visser appears in Court saying, he has arrested some beavers belonging to Salomon La Chair in the hands of Oloff Stevensen, requesting that the arrest be declared valid. The Court order Nicolas Gangelofzen Visser to summon Salomon La Chair by the next Court day.

On the petition of Hendrick Barenzen, smith, is noted in the margin:—Petitioner is to draw up an acte of what is contained herein. It is further ordered:—Burgomasters and Schepens direct Marcus de Sousay to make his fence close and Pieter Terragon and Marcus de Sousay are ordered to keep quiet and peaceable, and no more to vex or trouble Hendrick Barentsen, smith, or that provision shall be made by the Court.

After the adjournment of the Court, appeared Joannes Van Brugh in the City Hall producing his answer to the demand against Joannes Withart, as he intended to have come in time. Which answer being

\* Probably a corruption of the word "Peragua," a boat.

shewn to the President, he ordered copy to be furnished to party to reply thereunto at the next Court day.

Whereas there is question and difference between Wolfert Webber and Ryck Hendricksen, about which parties cannot agree, therefore it is referred by the Presiding Burgomaster to Jan Vigne, old Schepen of this City and Cornelis Aartsen to settle the difference of parties, and if possible to reconcile them; if not to report their proceedings to the Court. Done, Amsterdam in N. Netherland 14 X<sup>ber</sup> 1660.

On the reply of Joannes Withart against Joannes van Brugh ordered by the President:—Copy hereof is directed to be furnished party thereunto to rejoin by the next Court day. Done Amsterdam in N. Netherland the 30 December 1660.

Tuesday 4<sup>th</sup> January 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Marten Cregier, Cornelis Steenewyck, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

The Schout Pieter Tonneman, pltf. v/s Pieter Janzen, mason, deft. Deft. in default.

The Schout Pieter Tonneman, pltf. v/s Reindert Janzen Hoorn, deft. Defts. 2<sup>d</sup> default.

The Schout Pieter Tonneman, pltf. v/s Jan de Witt, deft. The pltf. says, that deft. insulted the Schepen Tymotheus Gabry, calling him a bastard, and demands that he shall repair the injury profitably and honourably, and pay a fine at the discretion of the Court. Deft. acknowledges he said so, but in jest, not thinking that it should be so taken, and he might well have been silent. The Schepen Gabry, rising, declares that one evening the clock striking nine, it was not heard by him, the deft. said if thou canst not hear that, thou must be a bastard. And whereas Jan de Witt answers, that such was spoken by him in jest and not from malice, Burgomasters and Schepens say to Jan de Witt, standing inside, that they forgive him for this turn, but he must take care not to repeat the offence or that other provision shall be made.

Joannes Withart, pltf. v/s Tryntje van Campen, deft. As deft. had no money with her to pay her default, she was still held in default.

Sybout Clazen, pltf. v/s Hendrick Jansen, smitt, deft. Both in default.

Cornelis Janzen, pltf. v/s Tryntje van Campen, deft. Pltf. demands from deft. seventy four guilders in *zeewan* for goods given her to sell for him. Deft. says, she owes only a balance of fifty six guilders, as she gave him money at two different times, and settled for the trouble. Burgomasters and Schepens having examined the a/c according to the exhibits of parties find only fl. 56 to be due by balance and ordering the deft. to pay the same immediately.

Metje Wessels, pltf. v/s Jacob Janzen Sam, deft. Pltf. demands from deft. one hundred and ninety guilders in *zeewan*. Deft. acknowledges the debt. The Court order deft. to pay the pltf.

Jacob Janzen Sam, pltf. v/s Metje Wessels, deft. Pltf. demands from deft. payment in beavers for goods sold by public auction. Deft. says, she is willing to pay. The Court order the deft. to pay the pltf.

Claas Gangelofzen Visser, pltf. v/s Salomon La Chair, deft. Pltf. demands from deft. six beavers according to obligation, saying there are paid on it 24 gl. six stivers at two different times. Deft. says, the debt arises for wine, belonging to the pltf. and Arien Symonsen and agreed with them for twelve gl. per beaver, which the pltf. denies. Deft. produces an offset a/c for the sum of 46 gl. five stivers. Burgomasters and Schepens order deft. to pay the pltf. the six beavers according to obligation, and what regards, what is paid thereon in *zeewan* as well as the a/c produced by the deft., Burgomasters and Schepens refer to Sieur Van der Meulen and Sieur Joannes Withart to examine the same, to cause the parties to agree about the payment of the obligation if necessary; if not to report their proceedings to the Court.

Paulus van de Beeck, pltf. v/s Marten de Waart, deft. Pltf. says, that deft. laid in three barrels of beer for his wedding and paid excise only on five half barrels and had no permit for one half barrel. Deft. says, he told Barent Jacobzen, the beer drawer, to take out the permit. Pltf. acknowledges, that Barent Jacobzen was with him to enter the half barrel, but deft. would not pay for the permit, and he would not trust him, and deft. then laid in the beer without permit. Burgomasters and Schepens condemn the deft. to pay the pltf. the ten stivers with the costs incurred hereon.

Simon Janzen Romein rejoins to the reply of Mighiel Janzen, whereupon was ordered:—The Court direct copy to be furnished to pltf. and

parties were ordered to desist from further productions, to exchange with each other their papers and to produce at the next Court day, by inventory their deduction and principal intendit.\*

On the judgment which Cornelis Pluyvier has against Reindert Janzen Hoorn dated 21<sup>st</sup> Sept<sup>r</sup> 1660. it is ordered by the President at the request of Cornelis Pluyvier:—The Bailiff is directed to put this in execution. Done 11. January. 1661.

On the rejoinder of Joannes van Brugh against Joannes Withart it is ordered by the President:—Copy hereof is directed to be furnished to party, and parties are ordered to desist from further production; to exchange their papers with each other and to produce by inventory at the next Court day their deduction and principal intendit.\* Done Amsterdam in N. Netherland 11<sup>th</sup> Jan<sup>r</sup> 1661.

Tuesday, 18. Jan<sup>r</sup> 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Marten Cregier, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

The Schout, Pieter Tonneman, pltf. v/s Pieter Janzen, mason, deft. Pltf. requests in writing, that deft. be condemned in a fine of one hundred guilders according to Placard, for that deft. had been at hand grips with one Hendrick Muller, so that blood followed and a knife also was drawn. Deft. denies it, saying that he had no dispute with the man nor drawn any knife, but that others struck him from behind as he came out of Dopzen's house: undertakes to prove such. Pltf. asks, why was he willing to compound it with him? which he denies. Pltf. undertakes to prove his declaration. Parties were ordered by the Court to produce their proof by the next Court day.

The Schout Pieter Tonneman, pltf. v/s Reindert Janzen Hoorn, deft. Defts. 3<sup>d</sup> default. Pltf. asks from deft. one hundred guilders for that he the deft. being a quarrelsome man struck one Jan Gillisen Junior, so that the blood followed. Requesting therefore condemnation accord-

\* According to the practice of the Dutch Roman Civil Law, parties on the conclusion of the evidence exchange their papers and hand to the Court a summary argument founded thereon in support of their case. This was called the *Intendit*, that is, what the party "intended" to prove by documentary evidence, refuting the allegations of the other side.—Dambouder, *Prax. Civ.*, ch. 167.

ing to the placard. The Schout was asked, if he had proof? Answering states that Timotheus Gabry has knowledge of the matter, also Warner Wessels and others. The Court order the Schout to produce his proof at the next Court day.

The Schout Pieter Tonneman, pltf. v/s Jan Gillis, the Younger, deft. Deft. in default.

Jacob Janzen Moesman, pltf. v/s Jacob Janzen Sam, deft. Pltf. demands of deft. the monies amounting to the sum of fl. 522: 5: 12. for goods, which he in quality of Vendue Master sold for him. Deft. says, that Claas van Elslandt the Elder received the money and distributed it. Requests therefore that he with the Schout may take from his house so much property as the money amounts to; and that he has given Jacob Janzen Moesman fl. 49. and has paid of his own in heavy money one hundred guilders and that Moesman bought for fl. 15. The Court order Jacob Janzen Sam to pay Jacob Janzen Moesman the fl. 522. 5. 12 deducting what has been paid.

Roelof Janzen van Meppelen, pltf. v/s Egbert Meinderzen, deft. Pltf. says he has slaughtered some cattle in company with the deft. and agreed with him for wages @ 26 stivers per head. Demanding a balance of sixty one guilders nine stivers according to a/c exhibited in Court. Deft. acknowledges he has entered into such an agreement with the pltf. and that no money has yet been received; that pltf. is unwilling to pay the expence of the men. He was to have slaughtered three with them, and did slaughter five with them. Pltf. is asked, if he helped to slaughter the cattle which he brings into account? Answers, they slaughtered them together. Deft. says, he can prove by Pieter Jansen and Willem Jansen van Borckelo, that pltf. said he would help to bear the expence. Which being stated to pltf. he says, if deft. can prove that, he will bear the expence alone. Burgomasters and Schepens having heard parties, order deft. to pay pltf. and decree that the deft. shall bear three quarters and the pltf. one quarter of the expense.

Asser Levy, pltf. v/s Eghbert Meinderzen deft. Pltf. says he bought and slaughtered some cattle with deft. and that the monies were received by the deft.; and receiving the balance from deft. after settlement of a/c, he said he should count it after him and acquainting him thereof, that deft. abused him as one, who supported thieves and such like; for which

he demands reparation. Deft. denies it. Pltf. says, he can prove it, which the Court ordered him to do by the next Court day.

Hendrick Janzen, Smitt, pltf. v/s Aaltje Mareschal, deft. Pltf. demands from deft. half a year's rent according to lease. Deft. says, that pltf. has not observed the contract inasmuch as the house and cellar have not been repaired, as they ought to have been, requesting time until the arrival of her husband from the Virginias, whom she expects with Reyntje. The Court refer the matter in dispute to Hendrick Hendricksen Kip and Hendrick Jansen van der Vin, old Schepens of this City, to visit the cellar and the house and see if they be fit for use according to contract, and to reconcile parties if possible as to their dispute; if not to report their proceedings to the Court.

Jan Jurriaanzen Becker, pltf. v/s Bartelt Sybranzen, deft. Pltf. demands from deft. a balance of thirty four guilders in zeewan according to obligation produced. Deft. says, he is willing to assign him to *Myn Heer*; he will not consent thereto. The Court order deft. to pay the pltf. fl. 34.

Jacob Janzen Sam, pltf. v/s Claas van Elslant the Elder, deft. Deft. in default.

Hans Stein, pltf. v/s Carel van Brugge, deft. Deft. in default.

Assar Levy, pltf. v/s Jan Arianzen, deft. Deft. in default.

Salomon La Chair, pltf. v/s Jacob van Couwenhoven, deft. Both in default.

Hendrick Janzen Smitt, pltf. v/s Anthony Janzen van Vaas, deft. Deft. absent. Whereas deft. does not belong to this jurisdiction, the Court order pltf. to arrest and summon him, when he comes here.

Jan Jurriaanzen, pltf. v/s Andries Joghimzen, deft. Deft. in default.

Metje Wessels, pltf. v/s Jan Gillis the Younger, deft. Deft. in default.

Metje Wessels, pltf. v/s Cornelis Duyvelant, deft. Deft. in default.

Metje Wessels, pltf. v/s Lucas the Drummer, deft. Deft. in default.

Metje Wessels, pltf. v/s Paulus Heimans, deft. Deft. in default.

Wernaer Wessels, pltf. v/s Jan Gillis the Younger, deft. Deft. in default.

Hendrick Hendrickzen, pltf. v/s Simon Hermzen Cort, deft. Deft. in default.

Wolfert Webber, pltf. v/s Ayntje, Jan Ariaanzen's wife, deft.

Ditto Webber, pltf. v/s Hendrick Hendrickzen, deft. Whereas pltf's wife appears for him in Court without his procuration, the summons was declared invalid and pltf's wife ordered to cause her husband to appear.

Arien Van Laar appears in Court saying, whereas he built a house\* next to Tomas Wandel and Tomas Wandel's house stands on his ground, and he not being here, and not knowing, who is his agent, requests therefore the Court's consent to lay a gutter to catch the dropping from Tomas Wandels house. The Court allows Arien van Laar to erect a gutter at the expense of the owner.

Cornelis Janzen appears in Court exhibiting the judgment against Tryntje van Campen and the notice served on her; requesting execution with costs. The Court order the Bailiff to execute these.

Joannes Vervelen appears in Court demanding payment of the obligation against Anthony Baguyn passed before Secretary Joannes Nevius and witnesses, and permission to sell the property in a chest brought under arrest to the City Hall of this City. Whereupon he was ordered to summon his party, if he find him here or elsewhere; and if he be unable to find him to request that he may be cited to appear.

Tuesday the 18<sup>th</sup> January 1661. Afternoon. Present, in the City Hall, the Heeren Pieter Tonneman, Allard Anthony, Marten Cregier, Cornelis Steenwyck, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

Resolved in Court to petition the Director General and Council relative to the Scotsmen (pedlars) travelling thro' and fro, that by being absent four months they may lose their Burgher right and remain here a year and six weeks. Which is proceeded with on Wednesday. 19 Jan<sup>r</sup> 1661. at 11 oCl'k in the forenoon at the City Hall, present all the Magistrates.

Tuesday 25. January 1661. In [the City Hall.] Present the Heeren Pieter Tonneman, Allard Anthony, Marten Cregier, Cornelis Steenwyck, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

\* On Stone Str. running back to S. William, immediately W. of Wandel's. Val. Manual, 1865, 668. It was about 21 ft. East of Broad Str.

Merritje Besems, pltf. v/s M<sup>r</sup> Gerrit van Tright, deft. Deft. in default. Pltf. assisted by Mattheus de Vos, her chosen guardian herein, requests in writing, whereas from a reliable source she understands, that Boudewyn van Nieuwlandt has ordered Wessel Wessels to pay Mr. Gerrit van Tright 390 $\frac{1}{2}$  lbs. tobacco, that the aforesaid quantity of tobacco together with all wares and merchandize, outstanding debts, credits remaining with the said M<sup>r</sup> Gerrit may stand arrested by her to defray therefrom the expenses of her lying in and support of the child, which she has begotten by the aforesaid Baudewyn van Nieuwland; and on M<sup>r</sup> Gerrit denying the aforesaid property or having any goods of the above-named Baudewyn, that he shall purge himself thereof under oath; otherwise that petitioner be admitted to take possession of the aforesaid tobacco, and further all wares etc. which may be found with the said M<sup>r</sup> Gerrit, for, first, the childbed expenses to be taxed by the Court and further the yearly maintenance of the child as the Court shall in justice deem proper until further arrangements, when other disposition shall be made in the case; with costs. Marginal order:—Arrest valid, and party is granted first default.

Jan Jurriaanzen, pltf. v/s Andrees Joghiemzen, deft. Defts. 2<sup>nd</sup> default. Pltf. demands of deft. twelve guilders thirteen stivers balance of a/c exhibited in Court, with costs. The Court order deft. to deposit the pennies with the Secretary.

Jan Janzen van de Langh Straat, pltf. v/s Simon de Sweedt, deft. Pltf. demands from deft. twenty five guilders balance of a piece of land sold him for ninety guilders. Deft. says, that pltf. cannot deliver him the land. Pltf. replies, that he sold the deft. the land, as he bought it and that deft. had sold the piece of land back to the man, from whom he bought it. Deft. rejoins, that the pltf. had promised him a ground brief, which pltf. denies. The Court refer the matter in dispute to Cornelis Aarsen and Peter Stoutenburgh to reconcile parties, if possible as regards the piece of land in question, if not to report their proceedings to the Court.

Ryck Hendrickzen's wife, pltf. v/s Jan Hendrickzen Van Bommel, deft. Pltf. complains, that deft. said, she stole his goods. Deft. denies it, but says he remarked, that he had missed some goods. The Schout as guardian concludes with party that deft. shall prove that pltf. stole the

pork; and pltf. that deft's wife gave her the pork. Deft. undertakes to prove, that pltf. stole the pork from him and that his wife did not give it to her. The Court order deft. to produce his proof by the next Court day.

Asser Levy, pltf. v/s Jan Ariaanzen, carpenter, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. fifty guilders, which stand full three years. The Court order deft. to deposit the monies with the Secretary.

Claas Gangelofzen Visser, pltf. v/s Salomon La Chair, deft. Pltf. demands from deft. payment of the sum of twenty six guilders eighteen stivers according to decision of arbitrators, and further four guilders three stivers being half the costs incurred on appearance, with costs of this suit. Deft. says, that he offered pltf. a draft on Oloff Stevensen Cortlandt, which he had accepted and now will not accept; and to pay half the costs of appearance to Lieutenant Daniel Litscho. Pltf. says, he has been spoken to about it, and therefore paid the whole. The Court order Salomon La Chair to pay Claas Gangelofzen Visser the twenty six guilders eighteen stivers together with the four guilders three stivers costs; also the costs of this suit.

The Schout Pieter Tonneman, pltf. v/s Pieter Janzen, mason, deft. Pltf. produces, pursuant to last Court day, a declaration of Claas van Elslant for that deft. had been at handgrips with one Hendrick Muller so that the blood followed. Deft. again denies it and requests as the witnesses are unwilling to appear, that they may be constrained thereto by the Court. The Officer demands, that deft. be deprived of his witnesses, as he has not produced the same. Joris Dopzen one of defts. witnesses appears; was ordered to make his declaration to the Secretary, and Titus Cyre and Diewertje, a soldiers wife, were ordered to appear to give in declarations.

Asser Levy, pltf. v/s Jurrien Blanck, and Adolf Pieterzen, defts. In case of evidence as to the truth to be given on certain interrogatories produced by the pltf. in Court; which interrogatories the defts. having heard, declares, as more fully is to be seen in s<sup>d</sup> interrogatories.

Hans Stein, pltf. v/s Carel van Brugge, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. fifty five guilders ten stivers according to a/c furnished. The Court order deft. to deposit the monies with the Secretary of this City.

Pieter Rudolfus appears in Court requesting that the execution be

proceeded with of the goods of Pieter Jacobs: Buys, pursuant to the judgment of the 26<sup>th</sup> Octob: 1660., wherein Jacques Corteljou is attorney. The Court order the Officer Pieter Tonneman to assist the Bailiff to levy the execution for fulfillment of the outstanding judgment.

Hendrick Janzen Smitt appears in Court exhibiting the decision of arbitrators in the question between him and Aaltje Mareschal authorized by the Court on the 18<sup>th</sup> Jan'y last; whereupon was ordered:—The Court having read the decision of arbitrators annexed, approve and laud the same, and order the deft. Aaltje Mareschal to pay the pltf. Hendrick Janzen Smitt the expired half years rent, and Hend'k Janzen was ordered to repair the house.

Salomon La Chair appearing in Court requests, that the arrest placed in the hands of Secretary Nevius on the monies of Elsje van Reuvecamp may remain in force, until she arrive here, to obtain justice against her. The Court declare the arrest invalid, as the case is not yet in question.

Alexander Carolus Curtius, Rector, appears in Court, setting forth that the Farmer has spoken to him about payment of the excise; and whereas Professors, Preachers and Rectors are exempt from excise in Holland he sustains he also is exempt from excise, the rather as the Director General has granted him free excise. The Court decided, that the D<sup>e</sup> Rector shall pay the excise.

Hendrick Hendrickzen, tailor, requests by petition execution on the claim, which he has against Wolfert Webber according to decision of arbitrators and approval of the Court, dated 29. June 1660. Ordered, The Bailiff is directed to put these in execution.

On petition of Walewyn van der Veen, wherein he requests disposition in the case against Mighiel Jansen, ordered:—Whereas this petitioner has not exhibited in law the bill of exchange before this Court, and has not summoned his party, so no disposition can be made of the matter, the rather as petitioner hath never legally requested the same. Wherefore the petitioner is ordered duly to cause his party to be summoned.

On the judgment against Gerrit Hendrickzen van Harderwyck in favor of Elsie van Reuvecamp, dated 24<sup>th</sup> August 1660, according to declaration of the Schout Pieter Tonneman it was ordered by the presiding Burgomaster, the Officer Pieter Tonneman is directed to assist the Bailiff in the execution in fulfillment of the annexed judgment.

Wolfert Webber, pltf. v/s Styntie Jans, deft. Deft. in default.

Jan Jurriaanzen, pltf. v/s Gerrit Gerrizen Cooper, deft. Deft. in default.

Saturday, 29<sup>th</sup> January 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Marten Cregier, Cornelis Steenwyck, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

The Burgomasters and Schepens of this City having considered, read and re-read the papers, documents and exhibits on both sides in the suit between Joannes Withart pltf. in case of preference on and against Joannes van Brugh deft., in which suit pltf. insists to be preferred in the proceeds of the sold ketch, named *William and John*, formerly belonging to Isaack Allerton, the Elder, by virtue of a sale by him to said Allerton for cash of sails and rigging used for the abovenamed ketch, concluding to have a tacit mortgage; against which the deft. concludes, that inasmuch, as the pltf. obtained from Isaack Allerton aforesaid a note dated 29. January 1658, wherein he promises to pay the monies of the purchased sails and rigging in the spring of said year, and that the abovenamed Allerton has passed to him a special mortgage on the sold ketch, therefore the deft. [ptf. ?] cannot be allowed any preference. Burgomasters and Schepens having pondered over and weighed all the papers and documents, decree and adjudge, that whereas it does not appear by the obligation passed by the aforesaid Allerton to the pltf., that the sails and rigging were sold for cash but on time, because the pltf. granted time to the abovenamed Allerton, therefore dismiss the pltf's demand; admit the deft. to take possession of and receive by virtue of the mortgage the monies arising from the sold ketch and goods. Thus adjudged in the City Hall Amsterdam in N. Netherland the 29. January, 1661.

Allard Anthony.

Burgomasters and Schepens of this City having considered, read, re-read the papers, documents and exhibits produced on both sides in the suit between Rut Jacobzen pltf. on and against Joannes Withart deft. over bargain and sale of a certain house and lot belonging to the abovenamed Rut Jacobsen sold by Cornelis Steenwyck and Joannes Withart, agent for the abovenamed Rutt Jacobsen, and bought by Joannes Withart; in which pltf. concludes for an advance of the purchase of said house,

because the same was not lawfully sold, inasmuch as Mr. Tomas Willet, co-agent was not mentioned in the conditions of sale, also because the word, *I hold up*, was pronounced by Cornelis Steenwyck before the word "*Mine*" was uttered by Joannes Withardt; whereunto deft. concludes, on the contrary, saying he called the word "*Mine*" before the word *I hold up* was pronounced; moreover the proposals and conditions of sale were fulfilled. Burgomasters and Schepens having weighed all that is material, decree and adjudge—Whereas Cornelis Steenwyck, pltf's co-agent with Joannes Withart, has allowed and approved the sale of the house in question, on condition that he become bail under renunciation for the payment of the money, that the sale of the house shall stand good, dismiss the pltf's demand and condemn parties on both sides each in his own costs. Thus adjudged etc.

Allard Anthony.

Burgomasters and Schepens of this City having considered, read and re-read the papers, documents and exhibits entered on both sides in the suit between Geertruyt Andriessen, widow of Jacob Jansen Stol deceased, pltf. against Geertje Hendricks, late widow of Andries Hoppe dec<sup>d</sup>, deft. in which pltf. demands from deft. payment of four hundred guilders balance of purchase of land and houses passed between their deceased husbands according to contract under hand made with each other, and in addition two cows; against which deft. concludes, that inasmuch as pltf. cannot deliver her the sold land, free from all Indian claims and the thirteen hundred tiles taken from the house are not restored to her; that the pltf. shall not only be dismissed, but condemned to restore her the twenty four hundred guilders, which she has paid on the land and houses: Burgomasters and Schepens having weighed and reflected on all, that is material in the case, condemn the deft. to pay the pltf. the demanded four hundred guilders, on which payment the pltf. is ordered to deliver to deft. due conveyance and deed of the sold land and housing and that deft. has to demand the thirteen hundred tiles from those, who have enjoyed them. Parties on both sides were condemned to pay each her own costs incurred in this suit. Thus adjudged etc.

Allard Anthony.

Burgomasters and Schepens of this City having considered, read and re-read the papers, documents and exhibits produced in both sides in the

suit between Mighiel Jansen, pltf., against Symon Janzen Romeyn agent for Marcus Vogelsanck residing at Amsterdam in Europe, deft., over an arrest served on certain monies in Fatherland belonging to the pltf., unjustly arrested by Marcus Vogelsanck on a claim for money due him here by the abovenamed Mighiel Jansen on purchase of his house and lot, which must be paid here, according to a bond passed therefor, whereunto the deft. in his capacity concludes, that the arrest on Mighiel Jansens money as aforesaid is legally done, inasmuch as pltf. remains in default of fulfilling the payment due, according to aforesaid bond. Burgomasters and Schepens having weighed and considered whatever is material that has been produced by parties, conclude and find, that the arrest levied by Marcus Vogelsanck on the monies in Fatherland is illegal—therefore condemn Symon Jansen Romeyn in his quality as agent for Marcus Vogelsanck to indemnify the pltf. in all the costs, damages and interest as well as the principal sum, which, Mighiel Jansen has suffered by the unjust arrest, and Michiel Jansen, was ordered after indemnification to satisfy and pay Marcus Vogelsanck or Symon Jansen Romeyn, his agent, the remaining monies, which he owes to Marcus Vogelsanck according to the aforesaid bond and Symon Jansen Romeyn is further condemned in his quality aforesaid in the costs incurred in this suit. Thus adjudged in this City Hall, Amsterdam in N: Netherland the 29<sup>th</sup> January 1661.

Allard Anthony.

Burgomasters and Schepens of this City having considered the demand and conclusion of the Officer on and against Reyndert Janzen Hoorn, for and because that the aforesaid Hoorn had fought with Jan Gillis the younger on the 13<sup>th</sup> December 1660, and beat the aforesaid Jan Gillis, so that the blood flowed, according to declarations to that effect exhibited; that he has three different times summoned him, but he has not appeared, therefore condemn the aforesaid Reyndert Jansen Hoorn to pay the Officer the fine of five and twenty guilders with costs. Thus adjudged at the Court of Burgomasters and Schepens at this City Hall, Amsterdam in N: Netherland the 29. January 1661.

On the petition of Tielman van Vleeck, agent of Symon Clasen Turck, wherein he requests, as Albert Andriessen Noorman remains in default, to answer the solution given in to Court on 8<sup>th</sup> June 1660., that the abovenamed Albert Andries<sup>n</sup> shall in contumacy be condemned to

pay him petitioner the computed two hundred guilders remaining due to him; Whereupon was ordered. The petitioner shall notify his party hereof according to law.

Tuesday, first February 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Marten Cregier, Cornelis Steenwyck, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

At the Court of Schout, Burgomasters and Schepens appeared the Hon<sup>ble</sup> Valiant General Petrus Stuyvesant to assist at the nomination of the succeeding Burgomasters and Schepens.

The Officer, rising, asks if any of the Magistrates had any objection, that he should coöperate with the Magistrates in the nomination of succeeding Burgomasters and Schepens. Question being put, it was decided, that he could not, inasmuch as it manifestly conflicted with the Instruction of the Schout and the laws and customs of the City of Amsterdam in Europa.

The Director General decides, that the Schout shall have vote and co-nomination, assuring them that it shall so be concluded by the Director General and Council of New Netherland. Burgomasters and Schepens declare, if the Director General and Council should so decide, so it must be with them: Whereupon the Director General requested that the nomination be postponed until an *Acte* thereof be given to the Burgomasters and Schepens.

After some further debate over and hither, the meeting adjourned until four o'clock in the afternoon, which being again complete,

The Schout Pieter Tonneman exhibited to the Court an *Acte* from the Hon<sup>ble</sup> Director General and Council of N: Netherland which reads as follows:—

Director General and Council of N: Netherland comparing the previous with the present Instruction of the Schout of this City, decide for cause that the Schout must preside in the Court of Burgomasters and Schepens and consequently have opinion and vote in the annual nomination of the subaltern Magistrates of this City and all other matters, wherein he is not a party. Thus done at the Assembly of the Hon<sup>ble</sup> Director General and Council held in Fort Amsterdam in New Netherland the first of February Anno 1661. Understood P. Stuyvesant—

Lower Stood, By Order of the Hon<sup>ble</sup> Director General and Council of N. Netherland, was signed—C. V. Ruyven, Sec<sup>r</sup>.

Which being read in Court, Burgomasters and Schepens say, that it is contrary to the Instruction, he not bringing with him his instructions and that Burgomasters are thereby deprived of their authority.

The Director General reading the Instruction of the Schout says, that by the first rank remaining to the Schout, he understands the presidency.

The President suggests that the instruction of the Fiscaal also directs, that he shall preside in the Court, yet, however, the presidency remained with the Burgomasters, of which they were now deprived.

Whereupon the General says, that such was connived at by the Director General and Council. The Director General says, that he is content, if the Schout will desist from the presidency granted to him inferentially to day, until such shall be decided by the Hon<sup>ble</sup> Majores conformably to the above *Acte*.

Whereupon the President states, the Board concludes, that the Schout shall coöperate in the nomination for the present time and desist from any further, unless it be otherwise decided by the Hon: Lords Majores.

The Hon<sup>ble</sup> Director General and the Officer are satisfied therewith, whereupon Schout, Burgomasters and Schepens proceed to the nomination as followeth:—

The Schout ;	Allard Anthony ;
For <i>Burgomaster</i> .	For <i>Burgomaster</i> .
Paulus Leenderzen Vande Grift,	Paulus Leenderzen Vander Grift,
Olof Stevenzen Cortlant.	Cornelis Steenwyck.
For <i>Schepens</i> .	For <i>Schepens</i> .
Piet <sup>r</sup> Wolferzen Van Couwenhoven,	Pieter Wolferzen,
Joannes van Brugh,	Joannes van Brugh,
Joannes de Peister,	Joannes de Peister,
Jan Vigne,	Hendrick Kip,
Hend'k Janzen Vander Vin,	Jan Vigne,
Frerick Lubberzen,	Hend'k Janzen Vande Vin,
Berger Jorizen,	Frerick Lubberzen,
Isaac Greveraet.	Isaack Greveraet.

Marten Cregier ;

For *Burgomaster*.

Paulus Leenderzen Vander Grift,  
Cornelis Steenwyck.

For *Schepens*.

Pieter van Couwenhoven,  
Hendrick Janzen Van der Vin,  
Joannes van Brugh,  
Jan Vigne,  
Frerick Lubberzen,  
Isaack Greveraet,  
Joannes Vervelen,  
Gerrit van Tright.

Jacob Strycker ;

For *Burgomaster*.

Paulus Leendersen Vander Grift  
Olof Stevensen Cortlant.

For *Schepens*.

Joannes van Brugh,  
Joannes de Peister,  
Hendrik J. van der Vin,  
Jeronimus Ebbinck,  
Hendrick Kip,  
Pieter Rudolfus,  
Isaack Greveraet,  
Joannes Vervelen.

Timotheus Gabry ;

For *Burgomaster*.

Paulus L. Vander Grift,  
Olof Stevensen Cortlant.

For *Schepens*.

Joannes de Peister,  
Pieter Wolferzen,  
Hendrick Janzen Vander Vin,  
Jeronimus Ebbinck,  
Joannes van Brugh,  
Frerick Lubberzen,  
Isaack Greveraet,  
Jacob Kip.

Cornelis Steenwyck ;

For *Burgomaster*.

Paulus Leendersen Vander Grift,  
Joannes van Brugh.

For *Schepens*.

Pieter van Couwenhoven,  
Jacques Cousseau,  
Isaack Greveraet,  
Joannes de Peister,  
Frerick Lubberzen,  
Jeronimus Ebbinck,  
Hendrick Janzen van der Vin,  
Borger Jorizen.

Govert Loockermans ;

For *Burgomaster*.

Paulus Leendersen Vander Grift.  
Olof Stevensen Cortlant.

For *Schepens*.

Joannes van Brugh,  
Pieter van Couwenhoven,  
Joannes de Peister,  
Hendrick Janzen Vander Vin,  
Pieter Rudolfus,  
Jeronimus Ebbinck,  
Antony de Milt,  
Isaac Greveraet.

Jacobus Backer ;

For *Burgomaster*.

Paulus Leenderzen Vander Grift,  
Olof Stevensen Cortlant.

For *Schepens*.

Joannes Van Brugh,  
Joannes de Peister,  
Pieter van Couwenhoven,  
Hendrick Janzen Van der Vin,  
Jeronimus Ebbinck,  
Pieter Rudolfus,  
Isaack Greveraet,  
Antony de Milt.

The Votes collected are found

*For Burgomaster ;*

Paulus Leenderzen van der Grift	IIIIIIII	8
Olof Stevenzen Cortlant	IIIII	5
Cornelis Steenwyck	II	2
Joannes van Brugh	I	1

*For Schepens ;*

Pieter van Couwenhoven	IIIIII	7
Joannes van Brugh	IIIIII	7
Joannes de Peister	IIIIII	7
Jan Vigne	III IIII	3-5
Hendrick Janzen van der Vin	IIIIIII	8
Frerick Lubberzen	IIIII	5
Burger Jorizen	II	2
Isaack Greveraet	IIIIIII	8
Hendrick Kip	II	2
Joannes Vervelen	II	2
Gerrit van Tright	I	1
Jacques Cosseau	I	1
Jeronimus Ebbinck	IIIII	5
Pieter Rudolfus	III II	3-2
Antony de Milt	II	2
Jacob Kip	I	1

Named for Burgomaster and Schepens—

Paulus Leenderzen van der Grift,  
Olof Stevenzen Cortlant.

*For Schepens.*

Pieter van Couwenhoven, Joannes de Peister, Hend: Janz. Vander Vin, Isaac Greveraet, Joannes Van Brugh, Jan Vigne, Frerick Lubberzen, Jeronimus Ebbinck, which said persons were presented according to the sealed letter the same as last year to the Hon<sup>ble</sup> Direct<sup>r</sup> General and Council.

Wednesday, 2<sup>nd</sup> February 1661. In the City Hall. Present all the Magistrates of the Subaltern Court.

Nicasius de Sille, Councillor and Fiscal of N. Netherland, and

Cornelis van Ruyven, Secretar<sup>y</sup>, delegated by the Direct<sup>r</sup> Gen<sup>l</sup> and Council appear in Court, bringing besides their commission, the election of the succeeding Burgomasters and Schepens elected by the Direct<sup>r</sup> Gen<sup>l</sup> and Council to wit:—

Allard Anthony, *Old Burgomaster*.

Paulus Leendertsen van der Grift, *Burgomast<sup>r</sup>*.

*As Schepens* :—

Tymotheus Gabry, Old Schepen; Pieter Wolferts van Couwenhoven, Joannes van Brugh, Jan Vigne, Jeronimus Ebbinck; who after the usual ringing of the bell three times are here announced and made known to the Commonalty, that every one may hold them in due respect and consideration as is proper, agreeably to the Acte made thereof.

On the judgment between Rut Jacobzen and Joannes Withart dated 29. Jan<sup>y</sup> appeal is made from foregoing judgment by Mattheus de Vos, atty of Rut. Jacobz. to the Hon: Direct<sup>r</sup> Gen<sup>l</sup> and Council of N. Netherland. Done etc. the 7: February 1661.

Tuesday, 8<sup>th</sup> February 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Paulus Leenderts vander Grift, Tymotheus Gabry, Pieter van Couwenhoven, Joannes van Brugh, Jan Vigne, Jeronimus Ebbinck.

The Schout Pieter Tonneman, pltf. v/s Raghel van Tienhoven, deft. The pltf. demands from deft. fifty guilders, having twice subjected her to a fine for having neglected, after divers notices, to erect her sheet-piling and to fill the same in with earth. Deft. answers and says, she cannot do that before others, such as Isaack de Foreest and the pltf. have arranged their portion, as they must sheet before her. The Court decide that the pltf. must first speak to those, who are bound to erect their sheet-piling first.

The Schout Pieter Tonneman, pltf. v/s Pieter Janzen, mason, deft. The pltf. again demands from deft. the fine of one hundred guilders for having been fighting with one Hendrick Muller; according to declarations produced; and says that deft. has drawn a knife, according to Hendrick Muller's declaration. Deft. denies having drawn a knife and says that three of them fell on him, wherefore he was obliged to defend himself and he sought no dispute; according to deposition. Burgomasters

and Schepens having heard parties and read and considered the depositions produced, condemn the deft. to pay the Officer a fine of twenty five guilders, and in addition the costs of suit.

The Schout, Pieter Tonneman, pltf. v/s Antony de Milt, deft. The pltf. demands from deft. in writing the fine of twenty five pounds flemish, or fl. 150 according to the Placard of the Hon<sup>ble</sup> Director General and Council, dated 26<sup>th</sup> September 1656. for having his bread, both large and rusk, under weight, as found by him on inspection: with costs. Deft. says, that the Officer told him, as there was no fixed weight for the rusk, he had therefore no complaint against him on that account; who now informs him that the large loaf was between seven and eight half ounces too light, and requests that the Magistrates would please hear Hendrick Willemsen, baker, and Cornelis Barens, baker, being acquainted with baking. The pltf. demands that the Schepen Gabry and the Court Messenger Claas van Elslant the younger, also Andries de Haas be heard on interrogatories proposed by him. Burgomasters and Schepens postpone it, until the roll be gone through.

Anneken Webbers, pltf. v/s Styntje Jans, deft. Both in default.

Jan Jurriaazen, pltf. v/s Gerrit Gerrizen, cooper, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. thirteen guilders, six stivers for club-money due. The Court order deft. to deposit the money with the Secretary of this City.

Arien van Laer, pltf. v/s Jan Cornelissen and Joost Goderus, defts. Defts. 2<sup>d</sup> default. Pltf. is ordered to summon his party for the third time, as he has allowed several Court days to pass by.

Maria Besems, pltf. v/s Gerrit van Tright, deft. Mattheus de Vos, chosen guardian in this case, appearing with the pltf. in Court, concludes in the pltf's name, that deft. shall be ordered to place in the hands of the Court the tobacco of Boudewyn van Nieuwlandt arrested with him; also all wares, merchandize, outstanding debts, actions, credits, and whatever he have in hand belonging to the abovementioned Boudewyn van Nieuwlandt. Deft. says he has nothing belonging to Boudewyn van Nieuwlandt, who is indebted to him. Mattheus de Vos in quality aforesaid, requests that he shall purge himself therefrom under oath. Deft. says, he is not obliged to take an oath about it. Burgomasters and Schepens decide, that deft. shall purge himself under oath, that he had no property of

Boudewyn van Nieuwlandts, when the attachment was made on the tobacco. For this purpose they grant him eight days for consideration.

Lucas Dircksen, pltf. v/s Hendrick Van Bommel, deft. Both in default.

Hendrick Hendrickzen, pltf. v/s Simon Hermzen, deft. Defts. 2<sup>d</sup> default. Pltf. demands of deft. restitution of his lot sold to him; saying, he has not paid any thing on it, nor can he obtain any pay from him. Pltf. was ordered to summon deft. again.

Merritje Roelofs, pltf. v/s Carel van Brugge, deft. Deft. in default.

Merritje Roelofs, pltf. v/s Jan Ariaanz Duyvelant, deft. Deft. in default.

After having gone thro' the roll, Hendrick Willemsen, baker, is, at the request of Antony de Milt, called in, who is asked, if dough weighed out in due quantity for a loaf can lose a quarter of a pound in baking? Answers Yes; and that he can shew it immediately, if the magistrates will please see it. Was further asked, How does it happen? Answers, that it remained too long in the oven. Was asked again, What weight he puts in his loaves? Answers, those of five stivers, two pounds. Cornelis Barendsen, at the request as above, declares, that the custom in Holland is, that when the loaf is two ounces too light, it is not regarded; if four ounces too light, he is told for the first time to pay more attention; and being found out a second time, is subjected to a small fine. At the request of the Officer, Tymotheus Gabry, Claas van Elslant the younger, and Andrees de Haas are questioned on interrogatories proposed by him. They, under offer of oath, answered as appears by interrogatorium remaining in the hands of the Schout.

It is resolved by the Bench; as the time has expired, to return at three o'Clock in the afternoon to dispose of the case between the Schout and Antony de Milt. In pursuance of which resolution, Burgomasters and Schepens are assembled in the afternoon, except Joannes van Brugh, a relative of Antony de Milt. Antony de Milt appearing in Court was asked, if he has any thing more to propose? Answers, Nothing except what he has shewn and requests as, according to the declaration of Nicasius de Sille, it is his first time, he may, like the other bakers on their first offence, be excused, also according to the declaration of his servant man, he had no criminal design in the matter as at the time he

was not at home; calling God to witness. Louwerens Van der Spiegel, Antony de Milt's man, being sent for to Court, appears, who on being questioned in the case declares, that the dough for the baked bread is weighed by his *Baas* (master), and that his *Baas* was out for yeast, while the bread was in the oven, and was not out of the city. Was asked how much the dough weighed for a loaf to be baked? Answers, Eight and a half pounds. Anthony de Milt entering was asked where he was? Answers, About his business and was absent about four hours. Again asked, how much dough he weighed for a loaf? Answers, Eight pounds ten ounces for over baking. The Schout's demand being read to Antony de Milt, he was asked, if he has any objection to it? Answers, there is no weight fixed for the rusk and he had baked the whole week, and that there was not as much bread in the oven this time, as there had been before; also the oven was hotter and the bread stood longer than ordinary in the oven, whereby the bread was very much overbaked. Andries de Haas being cited before the Court on the demand of the Officer, was asked, if he knows, that being at the Schout's house the day before the Schout inspected the bakers, a half loaf was brought by the Schout's son from Antony de Milt's, which was found four ounces too light? Answers, Yes. Was further asked, if he is willing to confirm his declaration by oath? Answers—and accordingly confirmed his declaration by oath at the hands of the President.

## JUDGMENT.

Burgomasters and Schepens having considered the demand and conclusion of the Schout Pieter Tonneman on and against Antony de Milt, deft., for and on account that the deft. was found by the pltf. on inspection to have some bread, both wheaten and rusk too light, whereupon he concludes for the confiscation of the baked bread found too light, the interdiction of the deft. from baking any more bread for six weeks and further, that he be condemned, according to Placard in the fine of one hundred and fifty guilders; against which the deft. says, he had no criminal design, inasmuch as he was from home and his man left the bread too long in the oven. Burgomasters and Schepens having considered and weighed all that is material, condemn the deft. in the fine of one hundred and fifty guilders with the costs of suit, excusing him, for reason, from non-baking for six weeks, and the Officer was dismissed in this his fur-

ther demand. Thus sentenced by the Burgomasters and Schepens of the City of Amsterdam in New Netherland the 8<sup>th</sup> February 1661.

Allard Anthony.

Resolved, determined and concluded in Court that the repeatedly enacted Ordinance of Schout, Burgomasters and Schepens relative to appearances and absences from Ordinary, Extraordinary and other Meetings shall be strictly observed as appointed, to wit:—

Who comes half an hour too late.....Ten Stivers.

Who comes one hour too late.....Twenty stiv:

And who is altogether absent.....Forty stivers.

But herein are excepted all such as for the arrangement of their business should be gone to Fort Orange, South River or New England; also those, who are sick or have any fair cause for their absence, which after proof remains discretionary with the Court whether such then should not be fined.

And that this be the better obeyed and observed, it is unanimously resolved by the College, that those on whom the aforesaid fines shall fall, must pay whatever the College may please, without any contradiction. Done in Court of the Schout Burgomasters and Schepens at the City Hall the 8<sup>th</sup> of February 1661.

Pieter Tonneman,  
Allard Anthony,  
P: L. van de Grift,  
Timotheus Gabry,  
Pieter Couwenhoven,  
J: Vinge,  
Jeronimus Ebbinck,  
Johannes van Brugh.

Tuesday 15. Feb: 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Paulus Leenderzen van der Grift, Timotheus Gabry, Pieter Wolfertsen van Couwenhoven, Jan Vigne, Jeronimus Ebbinck.

The Schout Pieter Tonneman exhibited in Court a half wheaten loaf weighing about four ounces too light taken from Hendrick [Willemsen] the baker residing at the corner of the Marckvelt alley, which is weighed and so found in Court.

Schepen Pieter van Couwenhoven, pltf. v/s Willem the carpenter, deft. Pltf. demands from deft. 20 gl. balance of a hog sold to him. Deft. says, the hog purchased from the pltf. was foul and meazled. The pltf. replying says, that he told the deft., when he killed and cleaned the hog, that if he regretted his bargain, he would take it back for two pots of beer. Burgomasters and Schepens refer the matter in dispute to Hendrick Kip, old Schepen of this City and Egbert Meyndersen, farmer, to decide the difference between parties and if possible to reconcile them; if not to make a report of their proceedings to the Court.

Govert Loockermans and Jacobus Backer, pltf's. v/s Metje Wessels, deft. Govert Loockermans and Jacobus Backer in quality as attornies for the interested creditors of Reyndert Jansen Hoorn, request in writing that the attachment of the papers both assigned and conveyed, seized in the hands of Sec<sup>r</sup> Nevius, be declared valid, and that Metje Wessels and all others, whom it may concern be commanded to annul and not meddle with the aforesaid transport dated 5 January last and given to them, as being worthless and passed to defraud the common interested creditors. Tielman Van Vleeck, as attorney for Metje Wessels, requests copy of the petition and demand and concludes, that it is not receivable and that the pltf's demand and conclusion be dismissed and copy of transport be allowed in favor of Metje Wessels; with costs. Whereof pltf. demands copy. Burgomasters and Schepens declare the arrest valid and parties on both sides were ordered to furnish copy of the demand thereunto to answer at the next Court day.

Metje Wessels, pltf. v/s Joannes Nevius, deft. Tielman Van Vleeck as attorney for the pltf. requests, that deft. shall furnish him, in his quality, copy of the transport passed by Reindert Jansen Hoorn in favor of Metje Wessels. Deft. says, the same is arrested with him by the aforesaid Magistrates for the interested creditors. Burgomasters and Schepens say that disposition is made therein.

Metje Wessels, pltf. v/s Jan Gillis the Younger, deft. Tielman van Vleeck in quality as attorney for the pltf. demands from deft. fl. 425: 18. balance of a/c. Deft. says, he paid fl. 150. to the Secretary van Ruyven for the pltf. and paid her one hundred guilders according to a/c. Burgomasters and Schepens order parties on both sides to furnish particulars of a/c to each other to answer thereunto at the next Court day.

Maria Besems, pltf. v/s Gerrit van Tright, deft. Deft. in default. Pltf. concludes, that M<sup>r</sup> Gerrit van Tright shall place in the hands of the Court of this City all wares, merchandize, outstanding debts, actions and credits belonging to Boudewyn van Nieuwlandt, a fugitive, which were remaining with him at the time the arrest was made, with declaration under oath, that he transported, alienated, hid or conveyed away, directly or indirectly none of the same; or purge himself, that he had not nor now has any of the same. Burgomasters and Schepens, pursuant to their Worships' last issued order, direct M<sup>r</sup> Gerrit van Tright to appear on the next Court day before Burgomasters and Schepens under the penalty of five and twenty guilders.

Hendrick Hendricksen, pltf. v/s Symon Hermzen Cort, deft. Defts. 3<sup>d</sup> default. Pltf. demands, that he may resume the lot, which he sold to deft., as he cannot obtain any payment therefor; with costs. Burgomasters and Schepens permit Hendrick Hendrickzen to resume his lot and to institute his further action against the deft.

Francis Hol, pltf. v/s Maria Geraerd, deft. Pltf. in quality as attorney of Alexand<sup>r</sup> Bruyn, demands from deft. seventy pounds sterling according to two obligations signed by deft. Mattheus de Vos, as husband and guardian of the deft., says, according to laws on this subject, quoting some authors, the obligations are insufficient, as it does not appear on their face, from what the obligations arise; therefore null and of no value, concluding therefore that pltf's demand be dismissed with costs. Pltf. demands, that Salomon La Chair, who is without, may be called to serve as interpreter; that was granted him; entering he tells the pltf. the deft's conclusion; whereupon the pltf. answers: a note signed by a debtor is held with them as good tho' it be not stated therein what it proceeds from. Francis Holl, with Salomon La Chair again entering, was asked if he has any knowledge what the notes arise from? Answers, No; requesting, that deft. shall acknowledge or deny that she signed the obligations, which being proposed to Mattheus de Vos, he answers that his wife must know that and persists in the nullity or that further proof be produced. Maria Gerardy sent for appears with Mattheus de Vos in Court, who having communication of Francis Holl's demand, says she was forced to sign the notes to discharge her son from the arrest served on him, and that Alexander Briant has received from her son a transport

and procuration to receive at Barbados one hundred and six pounds sterlg. for certain share of the ship called *King David*, which belongs to her son, and expects that the same is received by the aforesaid Alexander. Burgomasters and Schepens having heard parties, order Maria Gerardy to cause proof to come between this and May from the North, that her son Jan Geraerdy has passed to Alexander' Briant a transport and procuration to receive at the Barbados the hundred and six pounds stg. in part payment of his debt due him: and Francis Holl is ordered to prove by specification, what the notes arise from.

Anneke Hendricks, pltf. v/s Jan Hendrickzen, deft. Pltf. states, that deft. has said, she stole pork and sausages from him, and demands, that he shall prove it. Deft. states, that he never said so, but that she has taken the pork from him; producing for this purpose a declaration, of which pltf. demands a copy. The Schout, as guardian for deft., requests, that pltf. shall provisionally go into close confinement, until she shall furnish him with further information of the matter. Burgomasters and Schepens dismiss the Officers demand, and order copy of declaration and demand of the Officer to be furnished to Anneke Hendrix to answer thereunto at the next Court day.

Metje Wessels, pltf. v/s Paulus Heimans, deft. Deft. in default.

Metje Wessels, pltf. v/s Lucas Hendrickz, drummer, deft. Deft. in default.

Jan Jurriaanzen, pltf. v/s Jurriaan Hanel, deft. Deft. in default.

Jan Jurriaanzen, pltf. v/s Dirck Gerrisen, deft. Deft. in default.

Jan Jurriaansen, pltf. v/s Bartelt Sybransen, deft. Deft. in default.

Cornelis Melein appears in Court exhibiting the decision of arbitrators, dated 10: 7ber 1660, appointed by the Court as given in the case between him and Sybout Clasen and approved by them: Requests therefore fulfillment thereof. Burgomasters and Schepens having seen and read the decision approve and laud the same, and order Sybout Clasen to fulfill and pay to Cornelis Meleyn.

Jan Jurriaanzen Becker exhibits the notice for fulfillment of the judgment dated 25<sup>th</sup> January last against Andrees Joghims. Burgomasters and Schepens order Jan Jurriaanzen Becker to summon Andries Joghimsen a third time, to sue him at the next Court day—with costs.

Tuesday, 22. February 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Paulus Leenderzen Vander Grift, Timotheus Gabry, Pieter Wolferzen van Couwenhoven, Johannes van Brugh, Jan Vigne, Jeronimus Ebbinck.

The Schout, Pieter Tonneman, propounds that he had summoned Hendrick Jansen, baker, for<sup>d</sup> that he has baked his bread too light, who came to him, to settle the same with him, which he would not do, without the knowledge of the Court. For this purpose proposing this in order to ascertain, how Burgomasters and Schepens shall please to decide. It was decided by the Court, by plurality of votes, that such shall be proceeded with before the Bench, and the Officer is ordered to summon Hendrick Jansen, baker, at the next Court day and to institute his action against him.

Jan Jurriaanzen Becker, pltf. v/s Andries Joghimsen, deft. Defts. 3<sup>d</sup> default. Pltf. demands according to judgment on the 2<sup>d</sup> default of deft. dated 25. January 1661 twelve guilders, thirteen stivers due by balance of a/c exhibited in Court. With costs. The Court condemn the deft. on the 3<sup>d</sup> default to pay the pltf. the twelve guilders thirteen stivers with the costs hereon incurred or still to be incurred.

Jan Jurriaanzen Becker, pltf. v/s Dirck Gerrizen, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. four guilders 3 stivers. The Court order the deft. to deposit the money with the Secretary of this City.

Jan Jurriaanzen, pltf. v/s Jurriaan Hanel, deft. Pltf. demands from deft. fl. 15: 12: 8 with costs. Deft. says, he was security for nine guilders ten stivers for Jan Corvoe and that Jan Corvoe has been here in a canoe with wood and that he told him of it and told him to arrest him and sue him. And acknowledges to owe three guilders eighteen stivers on his own a/c, offering to pay the same as soon as he can. Pltf. says, that Jan Corvoe told him, he had nothing to do with him, and he must look to Juriaen Hanel. The Court order the deft. to pay the pltf. 8 gl. 25 stivers, and the pltf. has his further guarantee on Jan Corvoe.

Maria Besems, pltf. v/s Gerrit van Tright, deft. Pltf. produces in Court the decision of the Bench dated 15. February last against the deft., that he pursuant thereto shall have to purge himself under oath, that he had not nor has any goods, actions credits etc: sought in the suit, belonging to Boudewyn van Nieuwlant. Deft. says, he is not bound to swear to

his damage and appeals to the Director General and Council of N. Netherland.

Arent Jurriaanze Lantsman, pltf. v/s Anneken, widow of Dirck Smitt, deft. Pltf. says, he sold to deft's husband one hundred and forty seven ells of linen @ 11 stivers the ell, payable in wheat @ three guilders the skepel, proving the same by his book. The a/c being read from the book to deft., she says the linen was bought by her husband @ 10 stivers the ell payable in corn at four guilders the skepel. Burgomasters and Schepens refer the matter in question to Jacob Jansen Sam and Hendrick van der Wall, to decide the question; to reconcile parties if possible; if not to report their proceedings to the Court.

Isaak de Foreest, pltf. v/s Elsje van Reuvecamp, deft. Deft. in default. Pltf. requests, that the arrest by him served on the monies of the deft. in the hands of Secretary Nevius be declared valid. The Court declared the arrest valid.

Abraham Verplanck, pltf. v/s Wolfert Webber, deft. Deft. in default.

Wernaer Wessels, pltf. v/s Paulus Heimans, deft. Both in default.

Wernaer Wessels, pltf. v/s Paulus, the drummer, deft. Both in default.

Walewyn vander Veen, as attorney of Adriaen Blommaert demands in writing from Mighiel Janzen fl. 532: with one hundred advance in beavers and the interest thereof. The Court order copy to be furnished to party to answer thereunto at next Court day.

On the answer of Anneke Hendricks, pltf. in case of damage against Jan Hendricks, deft., Ordered:—The Court direct copy to be furnished to party to reply thereunto at the next Court day.

Schout, Burgomasters and Schepens of the City of Amsterdam in N. Netherland hereby make known to all and every one that, pursuant to the order dated 31<sup>st</sup> January last, received on their petition presented to the Right Hon<sup>ble</sup> Director General and Council of N. Netherland, whoever shall absent himself from here for four consecutive months, without holding fire and light here, loses his Burgher-right—and must purchase the same anew on his return. Further no person shall transport himself with his goods and merchandize to Fort Orange or elsewhere to trade, without as before pursuant to the order of said Director General and

Council dated 25 May 1660, having resided and kept an open store here in this City six consecutive weeks, but may do the same, according to the abovementioned order, on payment to this City of twenty guilders in beavers, or the real value thereof, over and above their Burgher-Right. Done, Amsterdam in N. Netherland the 25<sup>th</sup> Feb'y. 1661. By order etc.

Tuesday the first of March 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Paulus Leenderzen Van de Grift, Timotheus Gabry, Pieter Wolferzen van Couwenhoven, Joannes van Brugh, Jan Vigne, Jeronimus Ebbinck.

The Schout Pieter Tonneman, pltf. v/s Hendrick Janzen, baker, deft. Pltf. demands from the deft. in writing one hundred and fifty guilders for having baked his bread underweight, according to declarations exhibited to this effect. And further one hundred and fifty guilders, for that he, the deft., took out of the house of Jan Jurriaansen Becker a half (wheaten) loaf, which was under weight, bought and paid for by him; according to declaration aforesaid. Deft. says, he had, at the time, heavy baking; and his oven was half full and the bread was reduced by the heat, also four fires had been in the oven; and he brought the loaf from Jan Jurriaanzens house to weigh and to see if it was too light, and that he weighed his bread in presence of Jan Janzen, junior, and Jan Adriaanzen Duyvelant, which was of weight. The deft. was called in and asked, if he had any thing else to produce besides what he had brought in—Answers, nothing except that Jan Jurriaansen's wife had told him, when he took the bread from the house saying, that he wished to weigh it, that he may do it. Was asked, if Jan Jansen the younger and Jan Adriaansen Duyvelant had seen that bread weighed? Answers, Yes. Burgomasters and Schepens order deft. to bring in by the next Court day, what he can in his defence.

Maria Beckers, pltf. v/s Hendrick Jansen, baker, deft. Pltf. requests by written remonstrance, that deft. who has berated her for a whore, a swine, an informer and jade, shall be held to restore her character, honorably and profitably. Deft. says, he is not aware, that he scolded her, also that he knows nothing of her but what is honest and virtuous. The Court order the pltf. to produce further proof by the next Court day.

Burgomaster Paulus Leenderzen Van der Grift, pltf. v/s Jurrien Blanck, deft. Pltf. says, that there is due him from one Jan Waterberry of Stamford two pounds, seven shillings, eight pence st'g on a note payable in butter @ eight stivers per pound, which the deft. at the request of said Waterberry accepted on the 28<sup>th</sup> June in the year 1658. Deft. acknowledges to have been responsible for the same. Burgomasters and Schepens condemn the deft. to satisfy and pay the pltf.

Jan Jansen Bestevaar, the younger, pltf. v/s Hendrick Jansen van der Vin, deft. Pltf. as attorney for his father demands in writing from deft. one hundred and twenty eight guilders Holland cur'y for two pounds of silk. Deft. acknowledges the debt; requests four @ five weeks time. The Court condemn the deft. to pay the pltf. within the time of six weeks.

Isaack de Foreest, pltf. v/s Elsje van Ruyvecamp, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. nineteen guilders in heavy money @ ten zeewan beads for one stiver. The Court order the deft. to deposit the money with the Secretary.

Arent Jurriaanzen Lantsman, pltf. v/s Anneken, widow of Dirck Smitt, deft. Pltf. sets forth, that the arbitrators appointed by the Bench at the last Court day, to decide their dispute, could not agree; demanding therefore from the deft. nine skepels of wheat with costs. Deft. produces certain a/c, from which it appears, that the pltf. owes her seven guilders ten stivers. Burgomasters and Schepens to bring parties to a settlement ask them, if they will leave the matter and difference to them, as arbitrators and not as judges? Answers, Yes. Which difference being weighed and considered by their Worships, they decide, in aforesaid quality, that Anneke Smitt shall pay Arent Jurriaanzen Lantsman for his claim six skepels of wheat, and that each party shall bear his own costs.

Jan Rutgersen, pltf. v/s Pieter Janzen, deft. Deft. in default.

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

Warnaer Wessels, pltf. v/s Paulus Heimans, deft. Defts. 2<sup>d</sup> default.

Pltf. demands from deft. thirty eight guilders, two stivers. The Court order deft. to deposit the money with the Secretary of this City.

Warnaer Wessels, pltf. v/s Paulus, drummer, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. eighty six guilders in zeewan according

to obligation dated 20<sup>th</sup> Novemb<sup>r</sup> 1658. The Court order deft. to deposit the money with the Secretary of this City.

Jacobus Backer, attorney with Govert Loockermans of the interested creditors of Reyndert Jansen Hoorn, a fugitive, requests, that Tielman van Vleeck, attorney for Metje Wessels, shall answer copy of request, dated 15. Feb. last furnished to him, on pain of nullity of all exceptions, declinatory, declaratory, and peremptorily, according to law. Tielman van Vleeck, attorney of Metje Wessels, is hereby ordered to answer, at the next Court day, the request and demand of Govert Loockermans and Jacobus Bakker, attorneys of the interested creditors of Reindert Janzen Hoorn on pain of deprivation of all rights.

On the reply of Jan Hendrickzen van Bommel against Annetje Hendrick, wife of Ryck Hendricks, annotated in margin:—The Court order copy hereof to be furnished to party, to rejoin thereunto at the next Court day.

On the answer of Mighiel Jansen against Walewyn Van der Veen, attorney for Adriaan Blommaert, is marked in the margin:—The W: Court order copy hereof to be furnished to party, to reply thereunto at the next Court day.

Tuesday 8<sup>th</sup> March 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Paulus Leenderzen van der Grift, Pieter Wolferzen van Couwenhoven, Joannes van Brugh, Jan Vigne, Jeronimus Ebbinck.

Burgomaster Allard Anthony, pltf. v/s Tryntie Heimans, deft. Deft. in default.

Joannes de Decker, pltf. v/s Schepen Timotheus Gabry, deft. Pltf. in default.

Isaack de Foreest, pltf. v/s Elsie van Reuvecamp, deft. Pltf. demands from deft. nineteen guilders in heavy money @ ten zeawans for one stiver. Deft. says, she is not unwilling to pay and has offered him wood in payment; and that he arrested the money, which she had assigned for two months to the Schout and Schepen Gabry. Burgomasters and Schepens order the Secretary Nevius to pay the pltf. the 19. guilders heavy money and to hand to the Heer Gabry forty six guilders and the balance to the Schout Pieter Tonneman.

Mary Lauwerens, pltf. v/s Sander Leenderzen, deft. Pltf. demands from deft. balance on a note of sixteen and a half beavers for two yoke of oxen. Deft. says, he does not owe more than sixteen beavers. Requests six weeks time. The W: Court order deft. to pay the pltf. within six weeks time.

Abraham Verplanck, pltf. v/s Dirck Teunisen, deft. Pltf. demands from deft., according to contract passed before the Notary Dirck van Schelluyne, dated 31. March 1653, payment of six skepels wheat and four skepels of rye, whereupon are paid two skepels of wheat and two skepels of maize. Deft. denies the debt; demands copy. The W: Court order copy hereof to be furnished to party to answer thereunto at the next Court day.

Sieur Jacob Strycker, pltf. v/s Frans Janzen, deft. Pltf. complains, that his servant, in stead of working, goes out drinking and remains out all night. Demands that he shall repay him his passage money, which he disbursed for him and be discharged; produces the contract made between them. Deft. does not deny it. Offers to serve the time he has lost. The W: Court order the pltf. to pay the deft. what he earned, deducting the passage money paid for him, and to discharge him.

Janneke Heermans, pltf. v/s Cornelis Langevelt, deft. Pltf. says, she gave one Balthus Jacobsen Loockemans among other goods a pair of gold pendants with pearls to be sold for her with other articles, which pendants with pearls he pawned with deft. for a bed bought from him. Requests restitution thereof. Deft. demands copy of the demand and proof, to answer thereunto by the next Court day. Burgomasters and Schepens grant deft. his request.

Wernaer Wessels, pltf. v/s Jacob van Couwenhoven, deft. Pltf. demands from deft. two hundred and eleven guilders, three stivers, beavers, according to obligation with interest. Deft. says, he has nothing against it, requests time. The W: Court order deft. to pay the pltf. within the period of six weeks.

Jan Rutgersen, pltf. v/s Pieter Janzen van Werckendam, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. six guilders and fifteen stivers. The W: Court orders the deft. to deposit the money with the Secretary of this City.

Jan Rutgerzen, pltf. v/s Symon Turck, deft. Deft. in default.

Tielman van Vleeck, pltf. v/s Willem Doeckles, deft. Both in default.

Maria Beckers, pltf. v/s Hendrick Janzen, baker, deft. Pursuant to last Court day, pltf. produces further proof, that he, deft., had scolded her for a whore, a trollop, an informer and a swine. Again requests reparation of character, honorable and profitable. Deft. says, he is not aware having abused her for a whore and trollop, and if he did so 't was thro' passion. Hendrick Janzen, baker, was asked, if he has any thing to say against the woman? Answers, No; saying further she is a decent woman, who does not give another, what belongs to him. Burgomasters and Schepens postpone the matter to the next Court day.

Mighiel Tades, pltf. v/s Pieter Janzen, mason, deft. Deft. in default. Pltf. says, that deft. has taken work from him, which he has not executed, and that he has already spent his money. Requests, therefore, that deft. be forbidden to work for another, before he has finished the work he contracted for with him. Burgomasters and Schepens allow the pltf. to do that.

Abel Hardenbroeck and Pieter Janzen Schoel, pltf. v/s Coenraet ten Eyck, deft. Pltf. demand, that the deft., their master, shall free them from the watch money. Deft. requests, that the pltf. shall pay him the disbursed money for passage from Holland hither, and complains, that they do not work for him, but sit and drink whole nights and then coming home to play the *Baas*, and as he has no service from them he discharges them. The President states, that the deft. [pltf.] have behaved so at their master's, that he was obliged to go out the house at night and call for help. Whereupon Abel Hardenbroeck says, he was then drunk. The Officer as guardian of Coenraet ten Eyck, requests, whereas Coenraet ten Eyck complains of force and violence committed on him, that the pltf. shall go to jail, when he shall inform himself further on the matter. Burgomasters and Schepens grant the Officer his request. After reading which request to the pltf. they were conveyed to prison.

Roelof Janzen, pltf. v/s Joris Dopzen, deft. Deft. in default.

Frerick Cristoffelzen, pltf. v/s Tamas Davidts, Dirck Janzen Smitt and Daniel Vervelen, defts. Pltf. states, that defts. hired him to sail on halves the yacht, which he bought from Dirck Smitt and to earn therefor

two beavers per month; and whereas he has sold his half, therefore they will break his agreement with him, concludes that by marine law, as he has been a month employed, his service and wages must continue or in case of refusal, payment of half a years wages. Deft. Tamis Davidts says, he partly hired and partly did not hire the pltf. Dirck Smitt and Joannes Vervelen declare, it is known to them, that Tamis Davidts hired the pltf. and also navigated and passed one month in his service on board his yacht. Pltf. was asked, if he is content, that it be referred to arbitrators? Answers Yes. Burgomasters and Schepens refer the matter therefore to Pieter Jacobs Marius and Dirck Smitt to decide the same in the presence of Schepen Tymotheus Gabry, to reconcile parties if possible; if not to render a report of their proceedings to the Court.

Joannes Withart appears in Court requesting to be allowed to arrest the monies belonging to him and Jacobus Vis, (according to decision of arbitrators) and in the hands of Jacob J. Sam, to the amount of fl. 220. Burgomasters and Schepens decide, that pet' shall duly summon Jacobus Vis.

Tielman van Vleeck, as attorney for Metje Wessels, entering delivers into Court the answer of Metje Wessels to the request of Govert Loockermans and Jacobus Bakker, attornies of the interested creditors of Renier Jansen Hoorn, and demands that if any of the Magistrates have any claim, they would please not to sit (on the bench.) The W. Court order copy of the answer to be furnished to parties to reply thereunto at the next Court day.

Wolfert Webber appears in Court produces an a/c of the costs of suit, which Hendrick Hendricks has against him: requests that the same be taxed. The W. Court order Hendrick Hendricks to produce at the next session of the Court of Burgomasters and Schepens particulars of all the costs incurred in the suit between him and Wolfert Webber.

The Schout Pieter Tonneman requests copy of the declaration, made by Jan Janzen the younger, and Jan Adriaanzen van Duyvelant in favor of Hendrick Janzen, baker. The W. Court order copy to be furnished to the Officer to answer thereunto at the next Court day.

The Schout requests, that the W: Court will be pleased to appoint Commissaries, to hear some persons on certain matters, on interrogatories, whereunto were commissioned Pieter van Couwenhoven and Joannes van Brugh.

On the reply of Walewyn van der Veen against Mighiel Janzen, ordered:—The W: Court direct copy to be furnished to party to rejoin thereunto at the next Court day.

On the rejoinder of Annetje Hendricks against Jan Hendricksen van Bommel, ordered:—The W: Court order copy to be furnished to parties, and parties on both sides are instructed to desist from further production, to exchange with each other their papers, and to produce with inventory their deduction and principal *intendit* at the next Court day.

Tuesday, 15<sup>th</sup> March 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Paulus Leenderzen van der Grift, Tymotheus Gabry, Pieter Wolferzen van Couwenhoven, Joannes van Brugh, Jan Vigne, Jeronimus Ebbinck.

The Schout Pieter Tonneman, pltf. v/s Hendrick Janzen, baker, deft. Deft. in default. Burgomasters and Schepens order Hendrick Janzen to deliver in by the next Court day, whatever he may have for his defence in the action, which the Officer is having against him, on pain of deprivation of his right.

The Schout Pieter Tonneman, pltf. v/s Gerret Gerrizen, deft. The Schout concludes, that deft. shall be condemned in a fine of fifty guilders for having struck one Annetje Cristoffels, caught her by her plaited hair and thrown her on the ground; according to declarations thereof exhibited. Deft. denies having done so. Burgomasters and Schepens order the Officer to produce further proof.

Wernaer Wessels, pltf. v/s Paulus Heimans, deft. Defts. third default. Pltf. exhibits in Court the judgment, dated first of March last, and the Court Messenger's return on the notice served on him to deposit the monies; again therefore demanding thirty eight guilders, two stivers, according to a/c. Burgomasters and Schepens condemn the deft. to pay the thirty eight guilders, two stivers as he absents himself on the third summons.

Wernaer Wessels, pltf. v/s Paulus Tamboer, (drummer) deft. Defts. third default. Pltf. demands from deft. eighty six guilders in seawant, according to obligation dated 20. Nov<sup>r</sup> 1658. exhibiting the judgment dated 1. March 1661. and the return of the Court Messenger to the notice served on him to deposit the money. Burgomasters and Schepens con-

demn the deft. to pay the fl. 86. inasmuch as he is absent on the third summons.

Joost Goderus, pltf. v/s Wernaer Wessels, deft. Pltf. demands from deft. fifty seven guilders eighteen stivers, one piece of eight and six pounds of butter, according to a/c exhibited in Court. Deft. requests copy of the demand, to answer thereunto at the next Court day. The W: Court order copy of demand and a/c to be furnished to party to answer thereunto at the next Court day.

Joannes Withart, pltf. v/s Jacob Vis, deft. Pltf. demands from deft. nine hundred and ten guilders nine stivers, according to decision of arbitrators on a/cs., dated 2<sup>nd</sup> X<sup>br</sup> 1660. Solomon La Chair, as attorney for deft., demands copy of the request. Burgomasters and Schepens order copy of the demand and a/c. to be furnished to party to answer thereunto at the next Court day.

Jan Rutgersen, pltf. v/s Simon Turck, deft. Pltf. demands from deft. forty seven guilders nine stivers for board and drink according to settlement dated 8<sup>th</sup> Feb: 1661. Deft. demands copy of a/c., of what he consumed to answer thereunto at the next Court day. Pltf. says they settled with each other; bro't in the defts. a/c of what he had chalked on the door and after settlement wiped it out. Burgomasters and Schepens refer the matter in dispute to Solomon La Chair and Hendrick Hendrickzen Obe to take up the a/c of parties, decide the same, and if possible to reconcile parties; if not to report their decision to the Court.

Roelof Janzen, pltf. v/s Joris Dopzen, deft. Defts. 2<sup>nd</sup> default. Pltf. demands from deft. ten guilders for a kettle sold to him. The W: Court order the deft. to deposit the money with the Secretary of this City.

Tielman Van Vleeck, pltf. v/s Willem Doeckles, deft. Defts. first default, whereas he, pltf., did not appear on the last Court day.

Bartel Lott, pltf. v/s Jacob Leuniz, deft. Deft. in default. Tielman van Vleeck, as attorney for pltf., demands, that deft. shall be heard on interrogatories produced by him, in the presence of the Magistrates to be commissioned thereunto from the Bench by the W: Court. To which Jan Vigne and Jeronimus Ebbinck were appointed by the W: Court.

Jan Ariaanzen, pltf. v/s Teunis Cray, deft. Pltf. demands from deft. fl. 68. 15. and two beavers according to a/c. exhibited to the Court. Deft. produces an offset a/c. Burgomasters and Schepens refer the

matter in question to Sieur Jacobus Backer, old Schepen of this City, and Sieur Nicolaas Meyer to examine the a/c. of parties, to decide the same, and reconcile them if possible; if not, to report their decision to the Court.

Tamis Davidts, pltf. v/s Frerick Cristoffels, deft. Pltf. demands in writing from deft. indemnification for damage of 140 lbs. rolled tobacco suffered by his neglect and carelessness in the yacht. Deft. demands copy of the suit to answer thereunto at the next Court day. Burgomasters and Schepens order copy to be furnished to party, to answer thereunto at the next Court day.

Jan Hendrickzen van Gunst, pltf. and arrestant, v/s Willem Moer, arrested and deft. Pltf. demands from deft. 14 gl. balance of 32 lbs. of tobacco sold to him, for which he should pay six schepels wheat or one guilder in seawant for each lb. of tobacco. Deft. says, there was only 30 lbs. of tobacco, and he offered him six guilders now and the balance in 14 days, when he should return from the Esopus and to leave goods in pledge. The W: Court order deft. to pay the pltf. the twelve guilders within the term of four weeks, on condition of giving security to the pltf., the arrest remaining so long valid.

Eghbert Meinderzen, pltf. v/s Paulus Heimans, deft. Deft. in default.

Metje Wessels, pltf. v/s Joost Goderus, deft. Pltf. in default.

Metje Wessels, pltf. v/s Reintje de Metselaar (the mason). Both in default.

Metje Wessels, pltf. v/s Tryntje Heimans, deft. Both in default.

Hendrick Hendrickzen appears in Court, delivering in, according to order of the last Court day, specification of the a/c in the suit between him and Wolfert Webber, for the sum of fl. 24. 14. 8. Wolfert Webber delivers in thro' the Court Messenger Claas van Elslant copy of said a/c. adding under the same, that he finds himself aggrieved in the above written particulars. Which a/c. of Hendricksen being considered and examined by Burgomasters and Schepens, Wolfert Webber is ordered to satisfy and pay the same to Hendrick Hendricksen except the item of one guilder ten stivers, on request made relative to the lost vouchers.

Asser Levy appearing in Court says, that Elsie van Reuevecamp has assigned him the deposited fl. 75. and that he understood Isaack de

Foreest has attached the same maintaining, that he has no attachment thereupon, inasmuch as the same belongs to him by virtue of assignment. Whereas the monies are paid to Isaac de Foreest according to order, so Asser Levy cannot receive any of them, but he was promised to receive the money of the firewood, which Elsie van Reuvecamp must bring and deliver to Joannes van Brugh.

Aris Otte appears in Court; says he has attached the monies of Evert Dircksen van As to the amount of 125 gl. for a claim, which he has, w<sup>th</sup> monies are in the hands of Hendrick Janzen, baker; requesting that the attachment be declared valid. Burgomasters and Schepens declare the arrest valid.

Jacob Hendrickzen Varrevanger by petition requests to lift out the hands of the Bailiff by virtue of preference, the monies to the amount of ninety five guilders in beaver and one hundred and seventy five guilders in seawant according to a/c against the insolvent estate of Dirck Hout-huysen. Burgomasters and Schepens order the petitioner to deliver in by the next Court day a list of the creditors of the absconding Dirck Hout-huysen, when they will appoint two curators to regulate the insolvent estate.

Ordered, on the answer of Cornelis Langevelt against Janneken Heermans:—The W: Court direct copy to be furnished to party to reply thereunto by the next Court day.

Ordered, on the reply of Jacobus Backer, attorney with Govert Loockermans of the interested creditors of Reyndert Jansen Hoom, against Metje Wessels and Wernaer Wessels, guardian:—The W: Court direct copy to be furnished to party, to rejoin thereunto by the next Court day.

Burgomasters and Schepens consider the demand of Abel Hardenbroeck and Pieter Janzen Schol, pl<sup>ts</sup>. against Coenraat ten Eyck, their master, de<sup>ft</sup>., entered last Court day, that their master shall free them from the Rattle watch tax, as they, according to contract, do not owe it. De<sup>ft</sup>. says, he is not bound to free them, producing the contract; complaining of the force and violence done him by them. Burgomasters and Schepens decide, whereas it does not appear by the contract, that Coenraat ten Eyck is held to free them from the Rattle watch money, they are bound to pay it; order and charge them to conduct themselves

honestly and loyally towards their master, so that further complaints may not be made against them.

The Schout, Pieter Tonneman, pltf. v/s Abel Hardenbroeck, prisoner and deft. The pltf. concludes, that deft. shall be condemned, on complaint of his master Coenraat ten Eyck, to remain in solitary confinement three months on bread and water, or relieve himself therefrom by a sum of one hundred guilders, for force and violence used and committed at divers times against his master at night in his own house, being obliged to call for help; as per declarations thereof produced. The Officer's demand and conclusion being read to deft., he answers, all that he is charged with is not true and what was done by him happened in drunkenness. Burgomasters and Schepens having read and understood all that is material, condemn the deft. in the fine of fifty guilders for the force and violence used towards his master; with costs.

The Officer Pieter Tonneman, pltf. v/s Pieter Janzen Scholl, deft. and prisoner. The pltf. concludes, that deft. on complaint of Coenraat ten Eyck, his master, shall be condemned to remain in close confinement on bread and water six consecutive weeks or repair the same by the sum of fifty guilders, for having with Abel Hardenbroeck opposed himself to his master aforesaid, allowing himself to be seduced by the said Hardenbroeck. Deft. denies having offered force and violence to his master, and seeing that his comrade treated him so disrespectfully, he went out the house. Burgomasters and Schepens condemn deft. in a fine of twelve guilders and costs of suit for the rude threats made use of towards his master, in company with his comrade.

Tuesday, 22<sup>d</sup> March, 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Paulus Leenderzen van der Grift, Timotheus Gabry, Pieter Wolferzen van Couwenhoven, Jan Vigne, Jeronimus Ebbinck.

Claas Gangelofzen Visser, pltf. v/s Salomon La Chair, deft. Pltf. demands from deft. thirty two guilders nine stivers which he, deft., said he paid Arien Symonsen, what Arien Symonsen denied; demanding, further, the costs incurred herein. Deft. says, he assigned him to Arien Symonsen for the aforesaid sum, which he has paid. Pltf. replies, says that Arien Symonsen told him, that it was for another debt. Arien

Symonsen, entering, was asked if Solomon La Chair paid him thirty two guilders nine stivers? Answers, Yes; for some wine sold him. Deft. demands, that pltf. shall return him the obligation and give the assignment back to Arien Symonsen with costs. Pltf. says he will return the obligation to him, when he has paid it. Burgomasters and Schepens order the deft. to pay the pltf. the thirty two guilders nine stivers with costs, which being done, pltf. was ordered to return the deft. the obligation, also to restore the assignment.

Joris Dopzen, pltf. v/s Isaack Kip, deft. Pltf. demands payment of forty two pounds tobacco given him to sell for him at the Esopus for wheat. Deft. asks, where the tobacco was weighed and says there were only twenty eight pounds delivered, at five pounds for one skepel. Burgomasters and Schepens refer the matter in dispute to Abraham de la Noy and Hend: van der Walle, to reconcile parties if possible, if not, to render a report of their action to the Court.

Marcus de Sousoy, pltf. v/s Anneken, widow of Dirck Smitt, deft. Pltf. says, he hired land from the deft. and that deft. sold it without his knowledge and that he had yet a year of it. Demands to remain out his time. Deft. says, pltf. has not fulfilled his contract, inasmuch as she has not received of him more than three pounds of butter from three cows and he paid no rent; also he did not return a skepel of seed corn and that she sold the land with his knowledge; that he should quit and promised to do so; undertaking to prove the same. The W. Court order the deft. to produce her proof by the next Court day.

Arris Otte, pltf. v/s Symon Turck, deft. Defts. third default. Pltf. produces the judgment against deft. dated 30 Nov<sup>r</sup> 1660 to deposit with the Secretary of this City the demanded twenty planks or 25 gl. in seawan, and the notice served thereof. Burgomasters and Schepens condemn the deft. to pay the pltf. the twenty planks or 25 gl. as he has absented himself on the third summons.

Eghbert Meinderzen, pltf. v/s Paulus Heimans, deft. Defts. 2<sup>nd</sup> default. Pltf. demands from deft. seven guilders for slaughtering, earned over a year. The W. Court order the deft. to deposit the monies with the Secretary of this City.

Romein Servyn, pltf. v/s Jurrien Janzen van Auweryck, deft. Both in default.

Nicolaas Meyer, arrestant and pltf. v/s Albert the ribbon weaver, arrested and deft. Both in default.

Arien Symonsen, pltf. v/s Pieter Janzen Noorman, deft. Deft. in default.

The Schout Pieter Tonneman, pltf. v/s Hendrick Janzen, baker, deft. The officer demands from deft. 150 gl. for having baked his bread too light, according to proof exhibited thereof to the Court; and moreover, that he bake no bread for six weeks; also furthermore, one hundred and fifty guilders for having taken from the house of Jan Jurriaansen Becker a half wheaten loaf, without the knowledge, against the will and in spite of Jan Jurriaansen or his wife, which loaf was brought and paid for by the aforesaid Jan Jurriaansen's wife; all with costs. The demand and declaration being read to deft., he denies having baked a batch of three sorts mentioned in the declaration, and going home he shewed the bread taken out of Jan Jurriaansen Becker's to Jan de Young and Duyvelandt, and requested them to see it weighed. Burgomasters and Schepens having heard parties and read and considered the declarations produced on both sides, condemn Hendrick Jansen, baker, for his light baked bread in the fine of one hundred and fifty guilders according to Placard with costs, excusing him, for special reasons, as well from the prohibition to bake for six weeks as from the demand made by the officer relative to the hostility and removal of the loaf from Jan Jurriaansen Becker's house.

Maria Becker, pltf. v/s Hendrick Janzen, baker, deft. Pltf. requests by petition, as deft. has abused her for a whore, a swine, a trollop etc. (according to proof thereof exhibited) that he shall repair her character, honorably and profitably, at the discretion of the W. Court, all with costs. Deft. is asked if he had any thing to say against the pltf. and answers nothing except what is honourable and virtuous, offering to give her a writing thereof under his hand. The W. Court condemn the deft. in the costs of the suit incurred herein; charging him to guard himself against such for the future.

The Schout Pieter Tonneman, pltf. v/s Jeremias Janzen, deft. The pltf. demands from the deft. fifty guilders for that the deft. has been fighting at night with Marten van Weert at Hendrick Hendricksen Obe's. Deft. denies it. The pltf. undertakes to prove it. The W. Court order the pltf. to prove it on the next Court day.

The Schout Pieter Tonneman, pltf. v/s Marten van Waart, deft. The Heer Schout demands from deft. fifty [guilders] for fighting with Jeremias Janzen by night at Hendrick Hendrickzen Obe's. Deft. denies it. The pltf. undertakes to prove it. The W: Court order the Schout to prove it.

The Schout Pieter Tonneman, pltf. v/s Gerrit Gerrizen, cooper, deft. The pltf. concludes, that deft. shall be condemned to sit six weeks on bread and water or to repair such by fifty guilders fine, with costs, for having been fighting with Cornelis de Hagenaar, Frerick Hendricksen de Crompt cooper, and struck, pulled by the plaits of the hair and threw on the ground the aforesaid Frerick's wife; according to declarations thereof produced, and says that deft. endeavoured through others to compound it, if it could be done for 25 gl. The demand and declaration being read to the deft., he says, that Freryck's wife and he afterwards assaulted him, and he must defend himself and denies having been fighting with Cornelis de Hagenaar. Burgomasters and Schepens condemn the deft. Gerrit Gerrizen in a fine of ten guilders with costs of suit.

The Schout Pieter Tonneman, pltf. v/s Tryntje Claas, wife of Jan Janzen van Rotterdam, deft. The pltf. concludes, that the deft. shall sit fourteen days on bread and water for having attacked and abused the Burgomasters in the public street or to retrieve it by 25 gl. fine. Deft. says, she spoke without any harm and denies having used ill language. The W: Court condemn the deft. Tryntie Claas to pay to the poor a fine of five guilders charging her to take care not to do so again to any body.

Mighiel Tades, pltf. v/s Cornelis Tysen, woodsawyer, deft. Whereas deft. was summoned this day, his absence is excused and pltf. is ordered again to call him and nothing can be done on his petition relative to the money, which he has to the good from the sawing for the claim of nine guilders heavy money, and also fl. 5. 17. additional as being a soldier he cannot be counted among the Burghers.

At the request of Burgomasters, Pieter van Couwenhoven and Joannes van Brugh were commissioned by the Schepens to hear some persons on interrogatories.

Ordered, on the rejoinder for Metje Wessels and Wernaer Wessels as guardian, against Govert Loockermans and Jacobus Backer, attorneys of

the interested creditors of Reyndert Jansen Hoorn: The W: Court order copy to be furnished to party and parties were ordered to desist from further production, to exchange their documents with each other and to produce by inventory at the next Court day their deduction and principal intendit.

Ordered, on the reply of Janneke Heermans against Cornelis Langevelt: The W: Court order copy to be furnished to party, to rejoin thereunto by the next Court day.

Ordered on the rejoinder of Mighiel Janzen against Walewyn van der Veen, attorney of Adriaan Blommaert: The W: Court order copy to be furnished to party and parties were ordered to desist from further production, to exchange with each other their papers and to produce their deduction and principal intendit by inventory on the next Court day.

Ordered on the answer of Jacobus Vis against Joannes Withart: The W: Court order copy to be furnished to party to reply thereunto at the next Court day.

**ORDINANCE FOR THE BAKERS, ACCORDING TO WHICH TO BAKE THEIR BREAD.**

One whole wheaten loaf must weigh.....	Eight pounds.
One half ditto.....	Four pounds.
One whole rye loaf.....	Eight pounds.
One half ditto.....	Four pounds.
One white loaf of ten stivers.....	Two pounds.
One ditto five stivers.....	One pound.

Rolls or Rusks (*achterlingen*) must weigh two pounds and not less; halves in proportion and all this until further order; and N. N. is hereby ordered by Schout, Burgomasters and Schepens of this City to regulate himself accordingly on the penalty pursuant to Placard, and to mark his baked bread with a particular mark, on the forfeiture of the bread, which shall be found unmarked together with a fine of twenty five guilders; and further to bring to the Secretary of this City, within three times four and twenty hours the stamp, with which he intends to mark his bread. Done at Amsterdam in N. Netherland in the Court of Schout Burgomasters and Schepens, at this City Hall the 25<sup>th</sup> March 1661.

Tuesday 29. March. 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Paulus L. van der Grift, Timotheus Gabry, Joannes van Brugh, Jan Vigne, Jeronimus Ebbinck.

The Schout Pieter Tonneman, pltf. v/s Joris Dopzen, deft. The Officer concludes, that deft. shall be forbidden to tap for six months, for having entertained three or four persons after setting of the watch at ten o'clock at night, and further to pay a fine of 25 gl. for having struck the negress of Cristyntje Capoens, so that she fell to the ground: all with costs. Deft. says, that those who were found in his house after setting of the watch were his lodgers; offering to prove it, and that they had eaten nothing, as the victuals were not yet ready. Joris Dopzen being ordered to produce his proof, appears exhibiting it in writing, which being read, the Officer requests copy thereof. Regarding the striking of the negress of Cristyntje Capoens, the deft. says: \* Burgomasters and Schepens allow the Officer copy of the declaration.

Jacob Wolferzen van Couwenhoven, pltf. v/s Corneliz. Teunizen, deft. Pltf. demands from deft. delivery of one hundred skepels of barley. Deft. says, he sold no barley to pltf. Pltf. says, that one Reyer Cornelissen, the miller, bought the barley for him whom he must also satisfy therefor, and that deft. had also agreed to deliver him the barley; offering to prove the same by Jacobus Vis and Arien van Laar, who heard the same. The W: Court order Jacob Wolfertsen van Couwenhoven to prove by next Court day, that deft. agreed to deliver him the barley, which his miller had purchased.

Hans Stein, pltf. v/s Jacobus Vis, deft. Pltf. demands from deft. per balance of a/c exhibited in Court one hundred and fifty four guilders, fifteen stivers, and says he cannot receive any final a/c from deft. Solomon La Chair. as att'y of the deft., requests copy of the demand. Burgomasters and Schepens grant deft. copy of demand, to answer thereunto by the next Court day.

Romein Servyn, pltf. v/s Jurrien Janzen, deft. Pltf. demands from deft. sixteen guilders according to obligation, with costs. Deft. says, he accepted this for his man servant; requests eight days time. Burgomasters and Schepens order the deft. to pay pltf. the sixteen guilders in the time of eight days, with costs.

\* Omitted in the original.

Simon Hermzen Cort, arrestant and pltf. v/s Joannes de la Montagne, arrested and deft. Pltf. says, that his chest with carpenters tools stands in the defts. house, from which he missed one thing and the other. Requests his chest and tools back. Deft. shews an *acte*, whereby the chest and tools stand attached, also the protest made against him and the contract of the building. Which having been read to pltf., he says, that deft. got the contract from him, when he was drunk. Burgomasters and Schepens refer the matter in question to Symon Janzen Romeyn and Adolff Pietersen, to decide the parties' differences, to reconcile the same if possible, if not to report to the Court their decision, and the arrest remains so long valid until the matter is disposed of.

Arien Symonsen, pltf. v/s Pieter J. Noorman, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. forty guilders for one mizen mast. The W: Court order deft. to deposit the money with the Secretary of this City.

Adam Bremer, pltf. v/s Frerick Aarzen, deft. Pltf. as att'y for Douwe Classen demands from deft. nineteen guilders sixteen stivers, requesting quick expedition as he is going to the North. Deft. acknowledges to be indebted to Douw Clazen; offers to pay on receiving receipt. The W. Court order Frerick Aarzen to pay the pltf. the nineteen guilders, sixteen stivers, and after payment Adam Bremer is ordered to deliver to the deft. authentic copy of the procuration and acquittance for the receipt.

Jan Hendrickzen van Bommel, pltf. v/s Claas Arenzen's wife and Styntje Jans, wife of Jan Ariaanzen, defts. Pltf. demands, that defts. shall be further heard and examined on oath by the W. Court of this City, or by Commissioners to be appointed thereto, on certain written articles to be produced. Burgomasters and Schepens having considered the request appoint Timotheus Gabry and Jan Vigne to hear the defts. on certain articles put in writing.

Teunis Cray, pltf. v/s Claas van Elslant, the Younger, deft. Pltf's wife appearing in Court demands from deft. 35 gl. 12 stiv. Deft. acknowledges to owe something, saying it is worth looking after and he will pay the pltf. what balance is due him, assigning him to Jan Ariaanzen. The W: Court refer the matter in question to Hendrick Janzen van der Vin and Hendrick Kip, old Schepens of this City, to take up the a/cs of

parties and whatever they found the deft. owed to pltf. the deft. was ordered to satisfy and pay the pltf. retaining his action against Jan Ariaanzen.

Solomon La Chair, arrestant and pltf. v/s Jan Teunissen, arrested and deft. Deft. in default. Pltf. demand that arrest be valid. Burgomasters and Schepens declare the arrest valid.

Schepen Piet' Wolferzen van Couwenhoven and Simon Felle, pltf. v/s Daniel Tourneur, deft. Deft. in default.

Jacques Litare, pltf. v/s Gysbert Cornelisen, deft. Deft. in default.

Wernaer Wessels, pltf. v/s Cornelis van Gesel, deft. Deft. in default.

Joost Goderus, pltf. v/s Pieter Janzen, deft. Deft. in default.

Abraham van Nas appears in Court representing in writing that some papers and documents relative to the residuary estate of Isaack Allerton \* the Elder, remain with him, which he wishes to be rid of; and whereas he does not know, who are appointed curators over the said Allerton's residuary estate, he addresses himself to the W. Court of this City, requesting to know to whom he is to apply in order to deliver over by inventory his papers and documents, on condition of receiving fl. 65. 4. commission money. On which request is ordered: Petitioner has to address himself to the W: Heer Paulus Leendersen van der Grift, Govert Loockermans, Joris Wolsey and Jan Lauwerence, curators of the residuary estate of Isaack Allerton, the elder, appointed by this W: Court: and whereas the abovenamed curators have no acte of authorization, the Secretary is hereby empowered to furnish them with the same.

#### ACTE OF AUTHORIZATION.

Whereas the W: Heer Paulus L. van der Grift, Govert Loockermans, Joris Wolsey and Jan Lauwrens were chosen and appointed by the W: Court of this City on the date 16 Decemb<sup>r</sup> 1659 as curators of the residuary estate of Isaack Allerton, the elder, deceased, and no acte of authorization has been given them to this day, Therefore the abovenamed curators are hereby authorized and qualified, by the W. Court aforesaid, to regulate, according to the condition of affairs, the aforesaid residuary estate, so that each one may obtain, what is belonging to him. Done Amsterdam in N. Netherland the 29 March 1661. By Order etc.

\* One of the Mayflower Pilgrims.

Johannes Vervelen appears in Court and requests to be allowed to sell the chest and goods of Antony Baguyn being under attachment at the City Hall, for a claim according to agreement made in conformity to decision of arbitrators before the Secretary Joannes Nevius and witnesses, dated 2. April 1660. Burgomasters and Schepens order Joannes Vervelen to summon his party by the next Court day and to institute his action against him.

Annetje Hendricks, wife of Ryck Hendricksen, requests by petition, that Jan Hendricksen van Bommel, her party, may be ordered to exchange within twice 24 hours, the papers made use of in the suit against her, according to order dated 8 March last; whereupon was Ordered:— Party herein shall be ordered to exchange within three times four and twenty hours, the vouchers, papers and documents used in the suit against her.

On the petition of Annetje Hendirck, wife of Ryck Hendricks, Burgomasters and Schepens order Jan Hendricksen van Bommel to exchange, within three times four and twenty hours, the vouchers, documents and papers, used in the suit against the abovenamed Annetje Hendricks. Done Amsterdam in N. Netherl'd the 29<sup>th</sup> March 1661. By order etc.

Ordered on the reply of Joannes Withart ag'st Jacobus Vis: The W: Court direct copy hereof to be furnished to party to rejoin thereunto at the next Court day.

On the rejoinder of Cornelis Langevelt against Janneke Heermans, ordered: The W: Court direct copy to be furnished to party and parties are ordered to desist from further production, to exchange their papers with each other, and to produce their deduction and intendit by inventory on the next Court day.

Tuesday 3. May 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen van der Grift, Timotheus Gabry, Pieter Wolferzen van Couwenhoven, Jan Vigne, Jeronimus Ebbinck.

The Fiscaal Nicasius de Sille, pltf. v/s Claas Martenzen, deft. Deft. in default.

Hans Stein, arrestant and pltf. v/s Claas Pieterzen Cos, arrested and deft. Arrest valid.

Anthony Janzen van Vaas, pltf. v/s Hendrick Janzen Smitt, deft.

Pltf. exhibits an a/c for the sum of twenty six guilders for costs and loss of time, caused to him by deft. Whereas the dispute between the parties consists mainly about division of a lot, the case was therefore referred by Burgomasters and Schepens to Daniel Van Donck and Abraham Jansen carpenter to discuss the matter in presence of the Surveyor and to reconcile parties if possible; if not to render a report of their action to the Court.

Govert Loockermans, arrestant and pltf. v/s Lauwrens Andriesen,\* arrested and deft. Pltf. demands from deft. two hundred guilders for the lot, on which he built, deducting what he has paid thereon, according to the tenor of the Church book. Deft. acknowledges the debt; requests time 'till harvest. Burgomasters and Schepens order deft. to pay the pltf., the arrest remaining in the meanwhile valid.

Schepen Pieter van Couwenhoven and Symon Felle, pltf. v/s Daniel Tourneur, deft. Defts. 2<sup>nd</sup> default. Pltf. as attornies for Adriaan Vincent demand 53 gl. 10 stiv. from the deft. The W: Court order the deft. to deposit the monies with the Secretary of this City.

Bruyn, the mason, pltf. v/s Geertje Stoffels, deft. Pltf. demands from deft. fl. 28., belonging to Hendrick Janzen Spiers attached in her hands, and says that she agreed to pay him. Deft. says, that others also claim the money. The W: Court order the deft. to pay the 28 gl.

Schepen Jan Vigne, arrestant and pltf. v/s Boutje, arrested and deft. Pltf. says, that he bought wood from Tomas Higgins and paid for the same, who shewed him the wood, and that deft. prevents him from removing it. Deft. says, that the wood belongs to him and that his son cut it. Burgomasters and Schepens order the deft. to prove by the next Court day, that the wood belongs to him.

Jacques Cosseau, pltf. v/s Jemima Moreau, deft. Pltf. complains against deft. for having injured him, telling first certain circumstances, how it came, and demands as she had no cause thereto, that she shall fall on her knees and ask forgiveness of God, Justice and him, and pay, moreover, to the poor at the discretion of the W: Court; with costs. Deft. denies to have injured the pltf. Pltf. undertakes to prove it. The

\* The deft. in this case purchased, Octbr. 13, 1660, from the Churchwardens a lot on the West side of Broadway, North of the then Churchyard between Morris and Rector Streets. It ran W. to the river, having 43 feet front by 15 rods, Dutch, or 195 feet length. Valentine, Manual, 1865, 676.

W: Court order parties on both sides to institute their action in writing by the next Court day.

Jacques Renau, pltf. v/s Jacques Cosseau, deft. Pltf. demands from deft. a letter of discharge and contract. Deft. says, that pltf. owes him still ten guilders and whenever he pays him he shall give him a receipt. Burgomasters and Schepens allow pltf. to have a copy of contract at his own expence, and to obtain a discharge on paying deft.

Jacques Lytare, pltf. v/s Gysbert Teunissen, deft. Pltf. says, he cleared some of the deft's land; requests permission to plant thereon. Deft. says, he has not cleared the land, but only cut the bark off the trees, and left the trees lie on the land, without clearing the same. The W. Court order pltf. to prove his statement.

Couzyn Gerrizen, pltf. v/s Ryck Hendricksen, deft. Pltf. says, that deft. agreed to saw timber for a wainscot for him, which he will not do now. Deft. says, that the other, who sawed with him, has left; acknowledging to have agreed with him. The W. Court order deft. to saw the timber agreed for, according to contract.

Willem Abrahamzen, pltf. v/s Robbert Roelanzzen, deft. Pltf. demands from deft. seventeen beavers and a half with interest for the half of a house sold to him. Deft. acknowledges the debt, but says he occupied it and counts the rent against the interest. Burgomasters and Schepens order parties to account with and to pay one another; dismiss them as well from rent as from interest.

Robbert Roelanzzen, pltf. v/s Jacob Janzen Moesman, deft. Pltf. demands from deft. two hundred and forty two guilders in beavers for wages. Deft. answers in writing, that pltf. and his comrade have not performed the work agreed on. Requests that the damage be made good, which he suffered thereby. Pltf. says the work is completed. Burgomasters and Schepens refer the matter in question to Abraham Clock and Frans Janzen van Hooghten, to inspect the work and to see, if it be finished according to contract; if not to order that what is wanting be performed.

Hendrick Janzen Smitt, pltf. v/s Aaltje Mareschal, deft. Deft. in default. Whereas on a claim for rent pltf. has attached defts goods on board his vessel, the attachment was acknowledged valid by the W: Court, and pltf. is ordered to cite the deft. again.

Jan Jurriaanzen Becker, pltf. v/s Wessel Geraartzen, deft. Pltf. demands from deft. fl. 43. 10. and says he has attached the money in the hands of Secretary van Ruyven. Deft's wife appearing in Court says, the money is lifted. Burgomasters and Schepens order pltf. to summon Wessel Geraartzen again.

Lieve Ottensen, pltf. v/s Cornelis van Gesel, deft. Pltf. by virtue of a procuration from Barent van Wely demands from deft. payment of eight hhds. of wine sold for D<sup>r</sup> Welius, late Minister at the South river. Deft. acknowledges to have sold the wine; requests copy and says, he has an offset a/c to shew and that he has left his papers at home in the South River. Burgomasters and Schepens allow deft. a copy, and order him to answer within six weeks time.

Aris Otte, pltf. v/s Hendrick Janzen, baker, deft. Pltf. demands from deft. the monies belonging to Evert Dircksen van As amounting to one hundred and twenty five guilders, attached in his hands. Deft. says, he rec<sup>d</sup> on a/c of Evert Dircksen van As fifteen and one third skepels of wheat amounting to seventy five guilders, and paid for freight two guilders five stivers, delivering the balance being seventy two guilders fifteen stivers into the hands of the W. Court. And further, that Slingerlandt must pay the remainder. The W. Court order, that fl. 72. 15 shall remain in deposit and that the pltf. shall summon Evert Dircksen.

Hendrick van Doesburgh and Cornelis Hendricksen, pltf's v/s Arien Janzen Visser, deft. Pltf's. demand from deft. twelve guilders, which he deducted from them on a/c of a fine. Deft. says, he paid the Fiscaal four pounds flemish as well in fish as seawant and that he told him, they must make good their part and gave him a certificate thereof under his hand, but that he lost it. The W. Court order pltf's. to pay the deft. three guilders, as they fished together, each for his share in the fine.

Jan Jurriaanzen Becker, pltf. v/s Bartelt Sybranzen, deft. Pltf. demands from deft. payment of the costs of the suit he had against him. Burgomasters and Schepens having examined the judgment find, that pltf. made no demand for costs, nor that deft. was condemned in any costs; dismiss therefore pltf's suit.

Jan Jurriaanzen Becker, pltf. v/s Jonas Willemzen, deft. Pltf. demands from deft. fl. 61. 13. 8 according to a/c. With costs. Deft. says he passed an obligation to pltf. for fl. 31. 10. and knows nothing of the

rest, and the obligation is paid. Pltf. is asked, if he furnished the deft. an a/c. ? Answers Yes and allowed him also to look in his book and he promised to pay him, which he has not done. The W: Court order pltf. to furnish deft. with particulars of a/c for thirty one guilders, ten stivers and besides the a/c exhibited to bring his book with him at the next Court day.

Joannes Withart, pltf. v/s Seletje Arens, deft. Pltf. demands from deft. fl. 355: 10. according to a/c. Deft. acknowledges the debt, but has paid thereon fl. 30. to Jacobus Vis. The W. Court order deft. to pay pltf. in six weeks on deducting what has been paid thereon.

Asser Levy, pltf. v/s Frans Janzen van Hooghten, deft. Pltf. says, that deft. has agreed to build a house for Wessel (Eversen) the fisher, which must be finished by May and to this time the agreement is without effect, and whereas he has hired the same house from the abovenamed Wessels and cannot occupy it, he claims the damage he shall suffer thereby, as he must remain so long in another man's house. Deft. says, he undertook the house, but for no time and must moreover wait for the materials to make the roof tight: he has spoken to Wessel Evertsen about them, who gave him for answer, he could not bring them so soon. Pltf. says, he laid the roof on long ago, and that deft. went to other work leaving that stand. Burgomasters and Schepens order deft. to go to the work and remain there until it be finished, without working on another.

Resten (?) Janzen, pltf. v/s Nicolaas Meyer, deft. Pltf. demands from deft. thirty guilders for a canoe loaned to deft. and fallen in pieces, and seven @ eight guilders, for which he had hired the canoe. Deft. acknowledges to have had the canoe and that the same was broke in pieces, but told the pltf. to look for another, whereupon he answered, he would have no canoe. The W. Court refer the matter to Arien Dircksen and Lambert Hendricksen Mol to reconcile parties.

Arien Symonsen, pltf. v/s Barent Cruytdop, deft. Pltf. as attorney of . . . again demands from deft. payment of . . . shewing a letter from Cristiaan Blanck written by order of his mother. Deft. says, he bought not the cloth for him. The W: Court order the pltf. to exhibit on the next Court day, the a/cs, documents and papers relating to the case.

Joannes Withart, pltf. v/s Andrees Rees, deft. Pltf. demands of

deft. fl. 27. balance of a/c. Deft. says, he only owes four tuns of beer. Pltf. replies, that he furnished deft. with an a/c for payment, which he undertook under his own signature. The W: Court order parties to settle finally with each other, and deft. was ordered to pay pltf. what he owes him.

Jan Snedingh, pltf. v/s Hans Vos, deft. Pltf. demands from deft. fifty nine guilders for board which his child consumed with him, promising to pay fifteen guilders every month. Deft. says he cannot do it so soon. The W. Court order deft. to pay the pltf. according to contract.

Hans Stein, pltf. v/s Lodowyk Pos, deft. Deft. in default.

Hendrick Janzen van der Vin, pltf. v/s Aris Otte, deft. Deft. in default.

Anneke van Borssum, pltf. v/s Abraham Jacobzen, deft. Both in default.

Jacomyntie Goderus, pltf. v/s Pieter Janzen, deft. Both in default.

Hendrick Lamberzen Mol, pltf. v/s Jonas Willemzen, deft. Pltf. in default.

Geertje Stoffels, pltf. v/s Lodowyk Pos, deft. Deft. in default.

Albert Pieterzen, trumpeter, pltf. v/s Jan Ariaasen Duyvelant, deft. Deft. in default.

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

Albert Meyer, pltf. v/s Roeloff Janzen, deft. Both in default.

Geertje Corssen, pltf. v/s Jeremias Janzen, deft. Deft. in default.

Metje Wessels, pltf. v/s Jan Ariaanzen Duyvelant. Deft. in default.

Metje Wessels, pltf. v/s Tryntje Heimans, deft. Deft. in default.

Metje Wessels, pltf. v/s Lucas Hendrickzen, drummer, deft. Deft. in default.

Tryntje Hendricksen, pltf. v/s Grytje van den Ham, deft. Both in default.

Jan Hendricksen van Gunst, pltf. v/s Frerick Aarzen, deft. Both in default.

Hendrick Lamberzen Mol, pltf. v/s Willem Simson, deft. Both in default.

Seletje Arens, pltf. v/s Jan Lauwerens, deft. Parties' case was postponed to a future occasion.

Joannes Withart, pltf. v/s Hillegond Joris, deft. Deft. in default.

Joannes Withart, pltf. v/s Joghim Beekman, deft. Deft. in default.

Joannes Withart, pltf. v/s Jacomyntje Goderus, deft. Deft. in default.

Jan Snedingh, pltf. v/s Jan Smedens, deft. Deft. in default.

Jacob van Couwenhoven appears in Court; exhibits proof, that Cornelis Teunissen promised to deliver the grain in question, which Reyer Cornelissen, miller, bought for him from said Cornelis Teunissen. Burgomasters and Schepens order Jacob van Couwenhoven to summon Cornelis Teuniss again.

On the rejoinder of Jacobus Vis against Joannes Withart, ordered:—  
The W: Court direct copy to be furnished to party, and parties were ordered, to desist from further production, to exchange with each other their papers; and to produce their deduotion and principal intendit with inventory on the next Court day.

Tuesday, 10<sup>th</sup> May 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leendertsen van der Grift, Allard Anthony, Timotheus Gabry, Pieter van Couwenhoven, Joannes van Brugh, Jan Vigne.

Schepen Pieter van Couwenhoven, and Symon Felle v/s Daniel Tournour, deft. Defts. 3<sup>d</sup> default. Pltfs. as attornies of Adriaen Vincent demand from deft. fifty three guilders. Burgomasters and Schepens condemn the deft. as he has not appeared on three summons, to pay pltfs. in the quality in which they act, the fifty three guilders.

Metje Wessels, pltf. v/s Tryntje Heimans, deft. Defts. 2<sup>d</sup> default. The W. Court order deft. to deposit the money with the Secretary of this City.

Metje Wessels, pltf. v/s Lucas Hendrickz. drummer, deft. Defts. second default. The W: Court order deft. to deposit the money with the Secretary of this City.

Metje Wessels, pltf. v/s Jan Ariaanzen Duyvelant, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. one hundred and thirty six guilders for board and spent money. The W. Court order deft. to deposit the money with the Secretary of this City.

Geertje Stoffels, pltf. v/s Lodowyck Pos, deft. Defts. 2<sup>nd</sup> default. Pltf. demands from deft. one hundred and fifty guilders in beavers

according to obligation, dated 12. Sept<sup>r</sup> 1652, for wares and merchandize delivered. The W: Court order the deft. to deposit the money with the Secretary of this City.

Hans Stein, pltf. v/s Lodowyck Pos, deft. Defts. 2<sup>nd</sup> default. Pltf. demands from deft. forty one guilders. The W. Court order deft. to deposit the money with the Secretary of this City.

Hans Stein, pltf. v/s Willem Doeckles, deft. Defts. 2<sup>nd</sup> default. Pltf. demands from deft. fifty guilders. The W. Court order deft. to deposit the money with the Secretary of this City.

Cors Janzen, pltf. v/s Jeremias Janzen, deft. Defts. 2<sup>nd</sup> default. Pltf's. wife appears in Court demanding from deft. seven guilders. The W: Court order deft. to deposit the money with the Secretary of this City.

Hans Stein, pltf. v/s Jacob Vis, deft. Deft. in default. Pltf. demands, that deft. shall be ordered to answer the a/c furnished him. Burgomasters and Schepens order Jacobus Vis to answer the a/c furnished him by Hans Stein, on the next Court day, on pain of nonsuit.

Mattheus de Vos, pltf. v/s Aris Otte, deft. Pltf., as atty of Willem Teller, concludes, that the attachment on the seventy two guilders, fifteen stivers deposited with the W: Court by Hendrick Jansen, baker, be declared valid, as the deft. is still indebted for rent since 1<sup>st</sup> May 1659 the sum of fl. 144. 9. in beavers, and fl. 44. 9 in seawant, and therefore the deft. in all justice has deserved an immediate execution; and requests that he be admitted to lift the fl. 72. 15 in deduction of the aforesaid under security *de restituendo*, if hereafter the same may be found proper. Deft. says, he is to order Arien Symonsen, who goes to Fort Orange, to pay one hundred guilders for him to Willem Teller. Burgomasters and Schepens grant Mattheus de Vos his request to lift the monies on security.

Lieve Ottes, arrestant and pltf. v/s Cornelis van Gesel, arrested and deft. Pltf. as attorney of Barent van Wely concludes, as he had caused deft. to be arrested, that the arrest shall stand good, until deft. shall have shewn and exhibited him counter reckoning of the eight hhds of wine sold for D<sup>r</sup> Welius, late Preacher in the South River; (as he is not bound, according to the lites contestatio, to follow to the deft's jurisdiction) or to give sufficient security for the judgment, with costs. Deft. requests by petition, that the arrest shall be declared invalid, and he, petitioner, be allowed to depart free of costs and damage, in order to fulfill the order of

the W: Court of this City; further so that he may suffer no injury in his other affairs. Burgomasters and Schepens decide, that the arrest shall stand good or that deft. shall give bail to produce to pltf. within six weeks counter a/c of the eight hhds of wine.

Jan Jurriaanzen Becker, pltf. v/s Tomas Willemzen, deft. Pursuant to the order of the last Court day pltf. produces particulars of a/c. against the deft.; also his book, from which he took the a/c. Deft. denies the debt. Burgomasters and Schepens order deft. to bring in, what he has against it by the next Court day, on pain of deprivation of his right.

Jan Jurriaanzen Becker, pltf. v/s Wessel Gerrizen, deft. Pltf. demands from deft. fl. 43. in seawant according to obligation with costs, for divers goods sold to him. Deft. acknowledges the debt; promises payment but says, that pltf. must yet have patience. The Worship<sup>l</sup> Court order the deft. to pay pltf. according to obligation, within the time of six weeks with costs.

Rutger Jacobzen, pltf. v/s Joannes Withart, deft. Whereas there is a difference between the pltf. and deft. about a/cs, pltf. requests, that the W: Court commission two arbitrators in the presence of one or two from the Bench.

In the matter of question and difference of a/c between Rutger Jacobsen and Joannes Withart, the W: Court appoint Tymotheus Gabry and Jeronimus Ebbinck, Schepens of this City, and Joannes de Peister and Jacobus Backer, old Schepens, to discuss the same and decide as they shall find the same just in equity.

Geertruyt Wyngaart, pltf. v/s Geleyn Verplanck, deft. Pltf. requests by petition, that deft. shall be obliged to marry her, the petitioner, inasmuch as he had so far seduced her, with fair words and promises, that he had carnal conversation with her, and she is pregnant with child by him: or by refusal, to pay her, for the defloration, a sum of six hundred guilders in beavers, one hundred guilders for the expence of her lying in, and one hundred guilders a year for the child's aliment, in aforesaid pay; and whereas deft. is a bachelor, that he shall give sufficient bail for the yearly maintenance of the child, demanding costs, in case of suit. Deft. demands copy. The W: Court order copy to be furnished to party, to answer thereunto at the next Court day.

Maria Besems, pltf. v/s Gerrit van Tright, deft. Deft., not being

present, was brought in by the Court Messenger, in the name of the W: Court. On appearing the written demand of pltf. was read to him, whereupon he says, he has not nor had any goods of Boudewyn van Nieuwlandt, whereupon he is ordered, at pltf's request, to purge himself thereof on oath. Thereupon he states, that he had some goods, but that such were given him by Boudewyn in payment of the sum of fl. 550, which he owed him. Was further asked, what and how much he received for the goods. Answers, about the aforesaid sum, without further naming the description. Burgomasters and Schepens order Gerrit van Tright within four and twenty hours from date, to place in the hands of the Secretary of this City particulars of the wares and merchandize, given him by Boudewyn van Nieuwlandt, also of outstanding debts, actions, credits belonging to the aforesaid Boudewyn, and left with him and where the same remain conveyed to, on pain of imprisonment.

The Schout, Pieter Tonneman, pltf. v/s Jeremias Janzen and Marten van Waart, defts. The Heer Officer demands from each of the defts. a fine of fifty guilders for street riots and fighting, which they defts. had and committed with each other by night and at unseasonable times, at the house of Hendrick Hendricks Obe and in the street, according to proofs produced thereof with costs.

Defts. deny it: Jeremias Janzen acknowledging, that he had threatened Marten van Waart, but did not strike nor assault him. Burgomasters and Schepens having seen and understood the Officer's demand and the produced declarations find, that defts. committed great insolence, noise and uproar by night and at unseasonable hours, as well at Hendrick Hendricksen Obe's house as in the street; yea so much that many sprung out of bed, opened doors and windows, not knowing what was doing, which cannot and ought not to be tolerated; therefore condemn the defts. for their perpetrated insolence each in a fine of thirty six guilders to be applied as is proper; all with costs, charging them not to repeat it henceforward or that it shall be provided against.

Daniel van Donck, pltf. v/s Andrees Haas, deft. Deft. in default.

Claas Gangelofzen Visser, pltf. v/s Josep. Waldron, deft. Deft. in default.

Jan Jurriaanzen Becker, pltf. v/s Hermen Douzen, deft. Deft. in default.

Romeyn Servyn, pltf. v/s Jurrien Janzen van Auwerick, deft. Deft. in default.

Ordered on the answer of Jemima Moreau against Jacques Cosseau:—The W: Court order copy to be furnished to party to answer thereunto at the next Court day.

On the petition of Wessel Evertsen against Frans Janzen van Hooghten, ordered:—The W. Court order copy to be furnished to party to answer thereunto at the next Court day.

Ordered on the petition of Jan Gillis, the young', requesting attachment on the monies of the Heer d'Hinojossa in the hands of Francois de Bruyn, also a legal order:—The W: Court declares the arrest valid.

The dispute between Jan Lauwrens and Andries Joghimsen was by the W: Court referred to the Road Inspectors and Surveyor to decide the same and to reconcile parties if possible; otherwise to report their action to the Court.

Metje Wessels is hereby ordered by the W. Court of this City, if she pretends to have any claim on Reynier Willemsen, baker, on a/c of her son to summon him by the next Court day instituting her action.

Ordered on the judgment between Jan Snedingh against Hans Vos, dated 3 May last:—The Bailiff is ordered to put these in execution.

Whereas divers suits are depending in Court, it is therefore ordered by the W: Bench, that the following be communicated to each; as to Jan Hendricksen van Bommel *contra* Annetje Hendricksen, wife of Ryck Hendricksen; Metje Wessels v/s Govert Loockermans and Jacobus Backer attornies of the interested creditors of Reyndert Jansen Hoorn; Cornelis Langevelt v/s Janneke Heermans; Walewyn van der Veen v/s Mighiel Janzen; Jacobus Vis v/s Joannes Withart.

N: N: is hereby ordered by the W: Court of this City to produce by inventory on the next Court day, his vouchers, papers and documents in the suit against N: N: Done etc.

Thursday, 12<sup>th</sup> May 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen van der Grift, Allard Anthony, Timotheus Gabry, Pieter van Couwenhoven, Joannes van Brugh.

Marten van Waart, prisoner of the Officer, coming forward is ex-

amed on some interrogatories and is granted four and twenty hours more for reflection.

ORDER.

The Schout Pieter Tonneman is hereby ordered by the W: Heeren Burgomasters and Schepens to bring from the house of the prisoner Marten van Waart all the beavers, otters, panthers and raccoon skins and others remaining there according to inventory made thereof; also the silver spoons; keeping all the same in his charge at his house until further order.

Saturday 14 May 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen van der Grift, Allard Anthony, Timotheus Gabry, Pieter van Couwenhoven, Joannes van Brugh.

The prisoner Marten van Waart, entering, and the *Puncta Interrogationis* proposed to him on the 12<sup>th</sup> instant being again asked him, he answers as before; whereupon he was again asked, why he sent a note to the Heer Cornelis Steenwyck, informing him therein, that all the beavers which lay in his garret belonged to the abovenamed Heer Steenwyck? Answers thereto, that he was not aware, that the beavers which lay under the raccoon skins had been found. Answers to the sixth article read to him, that he was half drunk, when he took the spoons, and laid them the next morning under the kettle. The prisoner, under threats of being placed on the rack, was asked where he got the silver-handled knife? Answers, persisting in his confession.

Tuesday, 17. May 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen van der Grift, Allard Anthony, Timotheus Gabry, Pieter van Couwenhoven, Jan Vigne, Jeronimus Ebbinck.

Madaleen Hanzen, pltf. v/s Joannes de Decker, deft. Both in default.

Willem Pieterzen, pltf. v/s Schepen Timotheus Gabry, deft. Pltf. demands from deft. one hundred and thirty eight guilders, two stivers, arising from a balance of goods sold at public auction, deducting the commission. Deft. says, that he has spoken to Tomas Hall about the payment, who answered him, that he had an a/c with Willem Pieterzen.

Burgomasters and Schepens order Tymotheus Gabry to pay Willem Pietersen.

Schepen Tymotheus Gabry, pltf. v/s Tomas Hall, deft. Pltf. demands from deft. sixty guilders, fifteen stivers for goods bought of Willem Pietersen at public auction, with costs. Deft. says, that he has an a/c. with Willem Pietersen and must have more from him. The W. Court order the deft. to pay pltf. the sixty guilders, fifteen stivers.

Govert Loockermans, pltf. v/s Skipper Jacob Janz. Staat, deft. Pltf. demands from deft. indemnity for the damage of five bundles of fine line rope, twenty five bundles fine line marline, and ten bundles of hoisting rope. Deft. says, that he laid it safe and dry and no water could come to it, by which it could be injured, taking as witnesses two of his crew, who appearing declared in like manner. The W. Court refer the matter in question to Schepen Cornelis Steenwyck and Pieter Jacobsen Emilius, skipper of the ship the *Hope*, to discuss the matter and to reconcile parties if possible; if not, to render a report of their action to the Court.

Daniel van Donck, pltf. v/s Andries de Haas, deft. Defts. 2<sup>nd</sup> default. Pltf. demands from deft. one hundred and thirty guilders eight stivers in beavers and two hundred and eighty guilders eleven stivers 4 pennies in scawant by acc<sup>t</sup> requesting payment. The W. Court order deft. to deposit the money with the Secretary of this City.

Metje Wessels, pltf. v/s Reinier the baker, deft. Pltf. demands payment of deft. according to decision of arbitrators on question about her son. Deft. produces an a/c against her son. Whereas the papers are not present, nothing is done in the case.

Hans Stein, pltf. v/s Lodowyck Pos, deft. Defts. 3<sup>rd</sup> default. Pltf. demands from deft. forty one guilders, with costs. Whereas deft. has not appeared on three summons, the W. Court order him to pay pltf. with costs.

Hans Stein, pltf. v/s Willem Doeckles, deft. Pltf. demands from deft. fifteen guilders sixteen stivers with costs. Deft. says, that Arien van Laar has deducted a crown from him, which he paid pltf. for him; also five guilders, which another must pay. Pltf. replies and says, that the crown is deducted and he has agreed to pay the five guilders. The W. Court order deft. to pay pltf. with costs.

Hans Stein, pltf. v/s Claas Pietersen Cos, deft. Defts. 2<sup>nd</sup> default. Pltf. demands from deft. fifteen guilders eighteen stivers. The W. Court order deft. to deposit the money with the Secretary of this City.

Geertje Stoffels, pltf. v/s Lodowyck Pos, deft. Defts. 3<sup>rd</sup> default. Pltf. demands from deft. one hundred and fifty guilders in beavers according to obligation dated 12 Sept: 1652, for goods and merchandizes delivered. The W: Court order deft. to pay the pltf., as he has not appeared after three summons.

Merritje Jacobs, pltf. v/s Greetje Frericks, deft. M: Jacob Varrevanger appears in Court demands from deft. three beavers and two thirds, loaned to her : with costs. Deft. says, that it was promised to her to earn the money. Pltf. says, that the chairs, which her husband made for him, are not worth the money. Deft. produces an a/c. against the pltf. for the sum of fifteen guilders, sixteen stivers. Pltf. undertakes to pay it, demanding payment of the beavers. The W: Court order the deft. to pay the pltf. the three beavers and two thirds, and pltf. was ordered to pay the deft. the fifteen guilders and sixteen stivers.

Jacob Leenderzen, pltf. v/s Tomas Hal, deft. Pltf. says, deft. sold him two cows heavy with calf, and one has a calf and the other not; demanding therefore another cow with calf, in its place. Deft. acknowledges to have sold him two cows, but spoke of no calves; also does not know, whether they were with calf or not. The W: Court refer the matter in question to Eghbert Woutersen and Mighiel Jansen, to reconcile parties if possible; if not to report their action to the Court.

Paulus van de Beeck, pltf. v/s Francois Douty, deft. Pltf. demands from deft. on agreement twenty guilders for fraud in the payment of excise on two barrels of cider, committed by an Englishman, for whom the deft. became bail. Deft. says, he is forbidden to pay by the Fiscaal de Sille, as well as by Resolveert Waldron. Burgomasters and Schepens dismiss the pltf's suit, as cider is hitherto not subject to any burgher duty, and further order him not to collect any excise therefrom, before he has petitioned for and obtained the same.

Arien Symonsen, pltf. v/s Barent Cruytdop, deft. Pltf. demands by virtue of a procuration from Aagie Blanck, widow of Hermen Blanck, the sum of fifty six guilders, seventeen stivers and eight pence Hollands cur<sup>t</sup> for linen bought from her, according to a/c produced, exhibiting two

letters written thereupon, one to Barent Cruytdop and the other to him. Deft. again denies having bought and received the linen from her, offering to confirm such on oath; also no bail remains for the payment; saying he was requested to bring some traders to her, as he had done, who had bought it and requests time till the arrival of the beaver, as he has written about it, whereunto he expects an answer. Burgomasters and Schepens grant deft. time 'till the coming of the beaver.

Hendrick Lamberzen Mol, pltf. v/s Joost Carelzen, deft. Pltf. says, he bought a lot in company with deft. from Rachel van Tienhoven and afterwards ten additional feet, and that they had divided the same and agreed with each other that deft. should break up the little house, in which he resides, in which he remains in default. Deft. acknowledges, that he bought the lot in company with deft. and that there was a writing drawn about the removal of the little house, but that no time was specified therein, and also that he could not accomplish it. The Officer concludes as Hendrick Lambertsen Mol called the deft. a liar before the Bench, that he be condemned in a fine of six guilders. Joost Carelsen being asked, how long a time he requires to remove the house, answers six weeks. Burgomasters and Schepens grant the deft. six weeks to remove the house, and condemn the pltf. for his unbecoming language before the Bench, in a fine of six guilders to be paid to the Officer.

Albert Alberzen, pltf. v/s Merritje Dreppers, deft. Pltf. says, he sold deft. four kegs of herrings for thirty six guilders, two of which were open, and two closed, and says he sold them as they were. Deft. denies it. Pltf. calls on Madaleen Hansen, who appearing says, that Albert Alberzen stated; there stand two kegs open and two shut, which I have not seen. I sell them as they stand. The W: Court order deft. to pay pltf.

Jan Jurriaanzen Becker, pltf. v/s Jonas Willemsen, deft. Pltf. shews, that he has notified deft. to answer the a/c., which he has against him for the sum of sixty one guilders thirteen stivers and a half. Deft. is asked, what he has to answer? Says some stand outside, who must have drawn those goods; who entering, the a/c. item by item was read to them and whereas no correct answer was given thereto, pltf. was asked, if he were willing to confirm by oath, that his a/c. is fair? Answers, Yes. Such being stated to the deft. he says, if he will swear thereto, he will pay. The Officer having received Jan Jurriaanzen's oath, the deft. Jonas

Willemsen was ordered by the W: Court to satisfy and pay the pltf. fl. 61. 13. 8. with costs.

Romein Servyn appearing in Court requests an order on the Bailiff relative to the judgment pronounced against Jurrien Jansen, cooper, dated 29. March. The W. Court order the Bailiff to put these into execution with costs.

Claas Pieterzen appears in Court exhibiting the judgment dated 7. Dec. 1660 against Marten van Waart regarding a canoe, and the return of the Court Messenger thereupon. Ordered to keep the same.

M<sup>r</sup> Gerrit van Tright requests by petition, that Boudewyn van Nieuwlandt's goods remaining with him, also the outstanding debts, actions and credits may be taken up by the Secretary Nevius or some other person to be appointed by the W: Court, as soon as he shall have a schedule of his goods. On which request it was ordered, *Fiat* in presence of Schepen Pieter van Couwenhoven.

Ordered, on the reply of Jacques Cosseau against Jemima Moreau:—The W: Court order copy to be furnished to party to rejoin thereunto at the next Court day.

On Mattheus de Vos' information, that he cannot arrange his papers in the suit against Metje Wessels, it is ordered in the margin:—Time is granted to the next Court day.

Ordered on the petition of Pieter Rudolfus, in which it is requested, that the Bailiff may be ordered to seize Pieter Jacobsen Buys' house in order to sell it by execution:—*Fiat*. Sale to be on the 17 June next in the afternoon at four o'Clock at Mde Wessels house.

Ordered on the answer of Jacob Vis against Hans Stein:—The W: Court order copy to be furnished to party to answer thereunto at the next Court day.

Ordered on the answer of Gelein Verplanck against Gertruydt Wingers:—The W: Court order copy to be furnished to party to reply thereunto at the next Court day.

The question, which Wessel Eversen has against Frans Jansen van Hooghten is referred by the W: Court to Sieur Nicolaas de Meyer and Robbert Roelantsen to examine the work of Frans Jansen, to decide parties' dispute if possible, to reconcile the same, if not to report their action to the Court.

Govert Loockermans, pltf. v/s Wernaar Wessels, deft. Deft. in default.

Bruyn the Mason, pltf. v/s Hendrick Jansen Spiers, deft. Deft. in default.

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

Cornelis Steenwyck appears in Court requesting, that Ritzert Bullock, who is imprisoned for debt may be brought up, who entering is asked by the Heer Steenwyck, whether he does not still owe Mde Nueton a balance of seventy eight guilders, fifteen stivers on a/c of one hundred and seventeen guilders? Answers, Yes, which the Heer Steenwyck says he must pay him; asking him, when shall he pay him? Answers, from the crop of tobacco. Whereupon the Heer says, he shall give bail; whereto he has no remedy. Therefore prompt payment is required and he is carried back to prison.

The prisoner Marten van Waart entering was asked, in presence of the Heer Cornelis Steenwyck, if he did not send a note to the said Heer, giving him thereby to know that all the beavers, which lay on his garret, belonged to him, Steenwyck; that he acknowledges; saying he did not think of the ten beavers, which lay under the raccoon skins. Whereupon dito Steenwyck says he is certain, that they belong to him and that his wife told him so yesterday evening, that she well knew, they must be his beavers as no body else had any beavers. The prisoner being taken away, Cornelis Steenwyck requests restitution of the beavers and that the Magistrates would please have some consideration for his [the prisoner's] friends and his wife, and not punish him according to his deserts. Whereupon was answered, It will be seen what shall be done.

Thursday, the 19 May, 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen van der Grift, Timotheus Gabry, Pieter van Couwenhoven, Joannes van Brugh, Jeronimus Ebbinck.

The prisoner, Marten van Waart, brought in, the Officer, *nomine officii*, enters his suit against the delinquent, concluding that for his committed theft, he shall be brought to the place, where criminal justice is usually inflicted and there shall be well and publicly fastened to a stake, very severely scourged and further banished out this jurisdiction for the

term of 25 years and condemned in the costs and *mises* of justice, or all with costs. Which demand and conclusion being first read to him, he was asked, if he had any thing more in his case than he had acknowledged? Answers, No, and he had acknowledged every thing he had done, and being read to him, he falls on his knees and begs for mercy and forgiveness and that he may not cause any scandal to his wife and friends, promising to demean himself henceforth honestly. Having been carried back to the place, whence he was brought, the case is debated by the W: Magistrates, the demand and conclusion of the Officer considered and weighed and the prisoner, by plurality of votes condemned to be privately whipped, banished ten years and condemned in the costs and *mises* of justice, which sentence is communicated to him.

Hans Vos, deputy of the Officer, entering is asked why he let Ritzert Bullock escape? Answers he could not help it; Was told to see, how he should be treated and is again conveyed to prison.

Pieter Schaaftbanck, jailer, entering is reprimanded for not having fastened the doors of the prison better; answers, as Hans Vos has his residence in the prison room, he cannot attend to the prisoners, who are confined there. He was ordered to place Hans Vos on bread and water.

Saturday, 21 May 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen van der Grift, Allard Anthony, Timotheus Gabry, Pieter van Couwenhoven, Joannes van Brugh, Jeronimus Ebbinck.

The demand and conclusion entered against the prisoner Marten van Weert by the Officer Pieter Tonneman for his grave and shameful act of theft committed at various times and divers places according to his own voluntary confession and acknowledgment without torture or force; first having stolen seven or eight years ago a quantity of zeewan from the house of Pieter Kock dec<sup>d</sup>; having stolen from Cornelis Steenwycks house at divers times a quantity of otters and beavers together with some pieces of manufactured or Haarlem stuffs and a piece of fine napped cloth, also a piece of fine linen; having lately stolen from Cristyntje Capoens' house at the feast or celebration of the marriage of Lauwerens van der Spygel and Sara Webbers, to which wedding he was invited, half a dozen silver spoons—being considered by the Magistrates of the Court—

all which cannot be properly tolerated in a well regulated place, where justice is administered, but must be corrected and punished as an example to others. Therefore the Court of this City administering justice in the name and on the behalf of the High and Mighty Lords States General of the United Netherlands, the Lords Directors of the Privileged West India Company and the Director General of New Netherland, condemn the abovenamed Marten Van Waart as they hereby do, that he shall be severely scourged with rods in a closed chamber, banished ten years out of this jurisdiction and further in the costs and *mises* of justice. Thus done and adjudged at the Court of the W. Magistrates, Burgomasters and Schepens of the City Amsterdam in New Netherland the 21. May, 1661.

P. L. van der Grift,  
Allard Anthony,  
Timotheus Gabry,  
Pieter Couwenhoven,  
Johannes van Brugh,  
Jeronimus Ebbinck.

Abraham Verplanck appears in Court exhibiting to the Magistrates an acte of pardon to the following effect:—

Honourable and Right Worthy Friends—

Out of consideration for the youth, through the intercession of friends and hope of improvement, the sentenced criminal Marten van Waart is excused and pardoned from the whipping, the banishment remaining, until proof and manifestation of reform. Done, Amsterdam in New Netherland 21. May 1661. Under Stood, Your affectionate friend, was subscribed

P. Stuyvesant.

Geertruydt Wingers appears in Court, saying she understands, that Geleyn Verplanck intends to depart for Fort Orange and whereas the suit is not yet at an end between her and him, requests that he may be condemned to remain until the matter shall be disposed of. Whereupon the following order was directed to be served on Geleyn:—At the request of Geertruydt Wingers Geleyn Verplanck is hereby ordered by the W: Court of this City not to leave for the Fortress Orange or elsewhere, before and until the suit, which he has with Geertruydt Wingers shall be disposed of by the W: Court; or otherwise to put some one in his place, who shall defend his case. Done etc.

Abraham Verplanck returning thanks the Magistrates for the merciful justice shewn to Marten van Weert, requests, that Marten may be allowed to go to Schaafbanck's chamber, which was granted.

Tuesday, 24 May 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen van der Grift, Allard Anthony, Timotheus Gabry, Pieter van Couwenhoven, Jeronimus Ebbinck.

Hendrick Janzen Spiers, pltf. v/s Joannes de Decker, deft. Mattheus de Vos appearing for the deft. in Court, says before the suit was instituted Joannes de Decker pleaded to him the exception declinatory, as not being amenable before this Bench, and if the pltf. had any demand against him he must sue before the Direct<sup>r</sup> General and Council. Burgomasters and Schepens granted 2<sup>nd</sup> default.

Govert Loockermans, pltf. v/s Wernaer Wessels, deft. Pltf. says, that deft. has injured him and accused him with being a forger, as by declaration thereof produced: demands reparation of character. Deft. denies having said so. Pltf. scolded him more than he did the pltf.: requests copy of the demand. The W. Court order copy to be furnished to pltf. to answer thereunto at the next Court day.

Jacob Janzen Staat, pltf. v/s Eldert Jurriaanzen and Jan Janzen van Schorel, defts. Pltf. by virtue of procuration from Sieur Guilliemo and Gio van der Voort dated 27 Decemb<sup>r</sup> 1660. demands from defts. the sum of one thousand and sixty guilders Holland cur<sup>r</sup>, which defts. had rec<sup>d</sup> on bottomry according to bottomry bond. Defts. say, they intend returning home this year, and to satisfy said Guilliemo and Gio van der Voort, but, returning, say prefer to settle with the pltf. here and pay him, requesting arbitrators to reconcile them with each other. Burgomasters and Schepens refer the matter to Joannes van Brugh, Schepen of this City and Cornelis Steenwyck, old Schepen and now Orphan Master of this City, to discuss the same, to reconcile parties, and on decision and agreement the defts. were ordered to pay the pltf. in the quality, in which he acts, of which payment pltf. is ordered to pass an acquittance to the deft. in due form.

Daniel van Donck, pltf. v/s Andrees de Haas, deft. Pltf. demands from deft. one hundred and thirty guilders, eight stivers in beavers and two hundred and eighty guilders eleven stivers and four pence in seawan.

Deft. is asked, if he have any thing to object. Answers No; requests six weeks time. The W. Court order deft. to pay and satisfy the pltf. within six weeks time.

Solomon La Chair, pltf. v/s Hendrick Janzen Spiers, deft. Pltf. as attorney of Jacob Schellinger demands of deft. one hundred and thirty guilders sixteen stivers, according to a/c. with costs. Deft. says, he has paid the a/c five years ago, requesting that should anything be found due to him by the aforesaid Schellinger, that pltf. should agree to pay it, promising on his part to do the same, which the pltf. being asked, if he will agree to, Answers, Yes. The W. Court refer the matter in question to Joannes de Peister, old Schepen of this City and Daniel van Donck to take up the a/c of parties decide the same, and to reconcile them if possible, if not to report their action to the Court.

Jacob van Couwenhoven, pltf. v/s Cornelis Teunizen, deft. Defts. 2<sup>d</sup> default. Pltf. demands again from deft. delivery of 150 skepels of barley. The W. Court order Cornelis Teunissen to bring the barley in question into the consignment of this City.

Hans Dreper, pltf. v/s Hendrick Janzen Spiers, deft. Pltf. demands from deft. nine guilders ten stivers which he had accepted to pay for Jeems Bredy. Deft. denies it, saying that he stated, that if Jeems Bredy had so much to the good with him, that he then should pay it. The W. Court order Hans Dreper to prove that deft. has absolutely agreed to pay the fl. 9. 10. for Jeems Bredy.

Hans Dreper, pltf. v/s Albert Alberzen, deft. Pltf. produces two different declarations to the effect that deft. knew that the herrings he sold his wife were no good. Deft. says, that he sold the herrings indifferently as they were. Burgomasters and Schepens ask parties, if they will submit their cause to them, not as Judges but as Arbitrators? Answer on both sides, Yes. Burgomasters and Schepens having weighed the matter decide, that Hans Dreper shall pay Albert Albersen for the herrings in question twenty seven guilders, which was communicated to parties.

Jan Grol, pltf. v/s Wolfert Webber, deft. Pltf. demands from deft. by procuration and a/c. the sum of one hundred and fourteen guilders, four stivers Holland cur'y for stone lime and cement. Deft. demands copy of a/c. The W. Court order copy of a/c to be furnished to party, to answer thereunto at next Court day.

Robbert Roelantsen and Abraham Janzen, carpenters, pltf. v/s Annetje Dircks, widow of Pieter Kock, deft. Pltfs. say, that they contracted to build a house for deft's deceased husband; but deft. has agreed for it with another: demand to do the work. Deft. says, that with the death of her husband the contract is also dead; maintaining, she may take up others. The W. Court order deft. to allow the pltfs. to build the house or to satisfy them.

Willem Pietersen de Groot, pltf. v/s Schepen Pieter van Couwenhoven, deft. Pltf. demands by virtue of a procuration and documents from the deft. in quality as curator of Jeems But, the sum of one hundred and fifty guild<sup>r</sup> and seventy five guilders in addition for monthly wages earned by Antony Rigge, sailor on the Bark named *Jan and Maria*, also thirty six guilders for Eldert Hendricksen, also sailor of said bark. Deft. says, he agreed to pay only one hundred guilders, offering to pay the monthly wages, if ordered by the W: Court. Burgomasters and Schepens order deft. in his quality to pay the pltf. the sum of two hundred and fifty guilders his monthly wages earned on the bark *Jan and Maria* on a/c of Anthony Rigge; Also, thirty six guilders for Eldert Hendricksen, his monthly wages earned on said bark.

Jacobus Vis, pltf. v/s Cornelis Pluyvier, deft. Solomon La Chair as attorney for the pltf. says that deft. bought of said Vis two beds with bolsters and four pillows at one hundred advance in beavers, or to replace the beaver with sixteen guilders; and refused two @ three days after to give an obligation therefor; concluding that he, deft., shall be condemned to sign the said obligation, or otherwise to cause the said beds and appendages to be brought to the place, from whence he took them, at his expence. Deft. says, he did not refuse to sign an obligation, but bought the same for seawant. Solomon La Chair having brought, by order of the Court Jacobus Vis' blotter, the aforesaid two beds, bolsters and four pillows were found to stand entered—sold for thirty two and a half beavers, which being stated to Cornelis Pluyvier, he says, that Jacobus Vis first made his demand in beavers, but as he would not listen to beavers, zeawant was asked; thereupon he bid and bought them. Burgomasters and Schepens order Cornelis Pluyvier to prove, that he bought the beds, bolsters and pillows for zeawant.

Arien Symonzen, pltf. v/s Barent Cruytdop, deft. Pltf. says, that last

Wednesday he was furnished by Jan Dircksen Schilder with a notarial extract from the ledger of Aagien Carstens, widow of Hermen Blanck, of the cloth in question, which deft. should owe her; exhibiting the extract, also further procuration. Deft. persists, that he did not buy the cloth nor promised to pay for it. Burgomasters and Schepens persist by their last rendered judgment.

Nicolaas Meyer, pltf. v/s Willem Ellewaatt, deft. Pltf demands delivery of the wares, which he bought from deft. Deft. exhibits in writing the annexed declaration, that the trade of the goods was made in seawant according to their value in Holland cur'y at seventy five per cent, according to the just purchase in Holland, which he gave him according to invoice, and requests, that the already delivered goods may be examined by inventory by any one to be appointed thereto, also the goods packed by the pltf. with his own hand. Such being read to pltf. says, the trade was made at eighty per cent advance in zeawant. The W: Court order Nicolaas Meyer to prove his assertion.

Dirckje Janz, pltf. v/s David Wessels and Teunis Cray, defts. Pltf. demands from defts. two hundred guilders arising from a balance for the purchase of a yacht, which her husband, Jan Martens, sold to Jacob Janzen and Ide Ibes, and the aforesaid Jacob Janzen again sold his half to Teunis Cray and the other half is assumed by David Wessels, who sold it again to one David Dele before the day the aforesaid fl. 200. were due. Therefore demanding payment and that two persons be appointed to look over and examine, in presence of one of the W: Schepens, the documents referring to the same, to reconcile parties or to render a report of their action. Deft. demands copy of the request. The W: Court refer the matter in question to Jacobus Backer, old Schepen of this City, and Isaack Grevera to look over and examine, in presence of Schepen Joannes van Brugh parties' documents and papers, to decide the same, and to reconcile them if possible; if not to render a report of their action to the Court.

Gysbert Op Dyck, pltf. v/s Ritzert Smitt, Jr., deft. Pltf. demands from deft. ninety nine guilders nine stivers according to a/c. Deft. denies the debt, saying he has a claim on him for full seven hundred and forty four guilders. Pltf. says, what he demands is due to him individually, and if his father has any claim on him, he may speak to him. The W: Court order parties on both sides to settle a/cs with each other.

Jan Rutgerzen, pltf. v/s Jacob van Couwenhoven, deft. Both in default.

Joris Dopzen, pltf. v/s Jan King, deft. Deft. in default.

Saartje Pieters, pltf. v/s Bruyn the mason, deft. Deft. in default.

Marten Clazen, pltf. v/s Aris Otte, deft. Deft. in default.

Maria Besems requests by petition, that Mr. Gerrit van Tright be ordered to let the goods of Boudewyn Nieuwlandt, remaining with him and inventoried on 24 May, be brought to the City Hall to be distributed, where it is proper, according to her, petitioner's, request dated 25 January last. Marginal order:—Request is granted, and M<sup>r</sup> Gerrit van Tright is ordered to let the goods be brought to the City Hall.

Ordered, on the petition of Hans Stein serving as a reply against Jacobus Vis:—The W: Court order copy hereof and of declaration annexed to be furnished to party to reply thereunto at the next Court day.

On the rejoinder of Jemima Moreau against Jacques Cosseau, ordered:—The W: Court order copy to be furnished to party and parties were ordered to desist from further production to exchange their papers with each other and to produce their deduction and principal intendit by inventory on the next Court day.


Ordered on the judgment of Geertje Stoffels against Lodowyck Pos:—The W: Court order the Bailiff to execute these.

On the judgment of sequestration of Metje Wessels against Lucas Hendreckzen, drummer, Tryntje Heimans and Jan Ariaanz: Duyvelant, on each ordered:—The W: Court direct the Bailiff to execute these.

On the petition of Ritzert Smitt the younger, wherein he requests, that the house and lot of Jan Cnoulitz may be sold, to get his arrears being 68 <sup>lbs</sup> beaver, balance of obligation containing the quantity of 70 <sup>lbs</sup> beaver. Noted in the margin:—Notices shall be given for the sale of the house herein mentioned to the greatest advantage.

Appeared before me, Joannes Nevius, Secretary, this afternoon, Nicolaas Meyer, stating that after he had lifted the judgment of the W: Court of this City in the matter in question between him and Willem Ellewaart, he was to the house of the President Paulus Leendertsen van der Grift, requesting copy of his presented petition and declaration, and that such was granted him by the President, therefore on the petition and

declaration therein contained is ordered:—Copy hereof and declaration annexed is granted to party.

On the 28<sup>th</sup> May appeared before me Joannes Nevius, Secretary, Claartje Alders, wife of Hans Steyn, exhibits acte of the President Paulus Leenderzen van der Grift to order the Bailiff to put in execution the judgment, dated 17 May last, against Lodowyck Pos and Willem Doeckles, and conformably thereto such order is given  acte on said judgment. Done as above.

Whereas Dirck Houthuysen absconded from hence in the year 1660, leaving some goods, which were sold by the Bailiff, according to order of the W. Court of this City for the profit of the interested creditors of the abovenamed Houthuysen, Burgomasters and Schepens deeming it necessary that curators be appointed for the regulating said estate, so that the creditors may get as much as possible of what is theirs, therefore there are hereby elected and authorized thereto by their Worships, Jacob Kip, old Schepen of this City, and M<sup>r</sup> Gerrit van Tright, who are ordered to regulate the aforesaid estate as quick as possible. Done, Amsterdam in N. Netherland the 24<sup>th</sup> May 1661.

Hans Vos requests by petition discharge from prison, shewing therein, that he is innocent of the escape of Rytzert Bulck from the prison room. Hans Vos entering was reprimanded for his drunkenness and excused for this time.

Pieter Schaafbanck, jailor, entering was told that according to his office he must take charge of the prison, keeping the prisoners confined, and whereas he has not done so, as regards the person of Ritzert Bulck, he is bound to make good the loss.

Allard Anthony demands, that Schaafbanck shall make good the claim, which he has against Ritzert Bulck. Allard Anthony was notified, if he intended to make any claim on the jailor, to enter his suit.

Friday 3<sup>rd</sup> June 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen van der Grift, Allard Anthony, Timotheus Gabry, Jan Vigne, Jeronemus Ebbinck.

Burgomasters and Schepens having considered the suit between Janneke Heermans, pltf. ag<sup>t</sup> Cornelis Langevelt on a claim of certain earrings and pearls, which Cornelis Langevelt received in pawn from one

Balthus Jacobs Loockerman for a bed bought by him, which aforesaid pearls and earrings the pltf. gave to the above named Loockermans with other goods to sell the same for her best advantage; and whereas it does not appear by the papers of the pltf., that the pearls and earrings were pawned to deft. and Cornelis Langevelt also denies the same, it was therefore decided by Burgomasters and Schepens, that Cornelis Langevelt shall affirm on oath that he has not received any earrings or pearls from Balthus Loockermans for the purchased bed. Cornelis Langevelt sent for appears in Court; was asked about the earrings and pearls; answering acknowledges to have received earrings and pearls from a woman, to whom Balthus Loockermans is married, saying he bought the same. Was asked if he will truly affirm on oath to have bought and paid for the pearls and earrings; answers is not bound to swear in his own case. Was again asked, if he had then bought the ear rings and pearls, or were they placed with him in pawn? Answers again is not bound to swear in his own case and that Janneke Heerman shall prove, that they are her earrings and pearls. Cornelis Langevelt returning, at his request, says; there lie the pieces and papers, I desire judgment, I surrender no goods. Cornelis Langevelt was asked, if he preferred bringing the earrings to the City Hall or would he rather go to prison? Answers, he will give up no earrings. And whereas he refuses to deliver up the earrings, the jailor was ordered to convey him to prison.

Burgomasters and Schepens of this City having read and considered the papers, documents and pleas made use of on both sides in the suit between Annetje Hendricks, wife of Ryck Hendricks, pltf., against Jan Hendricksen van Bommel, deft., for and regarding reparation of character, which the pltf. requests, as the deft. goes aspersing her, that she had stolen pork and sausages from him, which was denied by deft. saying, he stated that she took away from him the pork and sausages, according to proof produced thereof. Burgomasters and Schepens having read and weighed every thing decide, whereas there is at neither side, any full or sufficient proof, that the pork and sausages were taken away, that parties shall be both called before the Judges to reprimand them and to charge them to keep themselves still and peaceable and not to trouble each other any more about this matter. They condemn parties each in his costs.

Whereas on the disposal of the suit between Govert Loockermans and Jacobus Backer in quality as attorneys of the interested creditors of Reyndert Jans Hoorn, with and against Metje Wessels, some of the Magistrates, as well Burgomasters as Schepens are relatives and interested, the Court therefore resolved to add to the Board Joannes de Peister and Jacob Strycker, old Schepens of this City, in order that there be, besides the ruling Burgomaster and Schepens, none interested to sit at the trial, and render judgment.

Tuesday, 7. June 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen van der Grift, Allard Anthony, Timotheus Gabry, Pieter van Couwenhoven, Jeronimus Ebbinck.

Solomon Etsal appears in Court requesting, that he may arrest Abraham Willet, inasmuch as he is unwilling to pay the freight of three hhds. of tobacco, which he has paid for him to Edward Prescott. Burgomasters and Schepens grant petitioner's request, declaring the arrest valid.

Geertruydt Wingers replies to Geleyn Verplanck. The W. Court order copy to be furnished to party to answer thereunto at the next Court day.

Friday, 10. June 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen van der Grift, Allard Anthony, Timotheus Gabry, Jan Vigne, Jeronimus Ebbinck.

Lysbet Anthony, about ten years old, a prisoner for theft, entering was ordered to say what she stole: declares to have taken black seawant from her mistress, the wife of D<sup>e</sup> Drisius, but knows not how much; acknowledges to have also stolen a parcel of seawant from Jan Jurriaanzen Becker, where she lived; and declares, that Barbar, the negress, who lived at Jan the joiners had stolen a silver bell from Burgher Jorisen, which she gave her to keep, which bell Burgher Jorisen has again got back, and says that Barbar lives at her brother in law's; persisting that the cupping woman had told her to steal, and that she did not steal any more than the afores<sup>d</sup> seawant. The acknowledgment of her daughter having been read to Mary, the Mother of Lysbet, she was ordered to chastise her, or in case of refusal to let the same be done; Mary, undertaking it, has with the assistance of Long Anna, severely punished and whipped her daughter with rods in presence of the W: Magistrates.

Annetje Minnen, widow of Cornelis Nysen, late soldier of the Rt. Hon<sup>ble</sup> Director General, going on her three and twentieth year, born in Amsterdam, and Neeltje Pieters, wife of Romeyn, the carman, also going on her three and twentieth year, born at Serdam, being sent for to Court appear. The Officer says, that they, under pretext of buying some linen, have stolen some goods from the house of Symon Jansen Romeyn, concluding that they shall be corrected and punished therefor. Neeltje Pieters denies having stolen the goods. The Officer undertakes, to prove it, requesting that Neeltje and Annetje shall go to prison, until he shall take further information in the matter. Whereupon Annetje declares, that she said to Neeltje at the house of Symon Jansen Romeyn, Give me a pair of stockings; which Neeltje did, giving her three pairs. Neeltje says, that she thought, that was in trade. Symon Janzen Romeyn brought by the Court Messenger, appears, is asked what theft was committed at his house, and was told to speak the precise truth: answering says, five to six pairs and some galloon and other cord is stolen, by the above named Annetje and Neeltje, who bought at his house one or two ells fine linen and buttons and that he had received them back. The declaration of Symon Jansen Romeyn being read to Annetje and Neeltje, Annetje says, that Neeltje gave her the stockings and that Neeltje sold the stockings to Hilletje, the baker's. Neeltje says, that Annetje sold her the stockings for a crown. Symon Jansen Romeyn again entering says, he got back five pair of stockings, three pair of white and one pair of grey; and that he being a certain time at a house in Pearl Street, was asked, if he had buyers at his place without money, telling him of the stolen goods, and that they were carried hither and thither, and had received them back from Jurrien, the goldsmith, Cornelis Langevelt, Hilletje, the baker's, also a pair of slippers from Hendrick Asuerus and some black lace, yarn, silk and silk ribbon, missed, but cannot say where it remained. Neeltje acknowledged to have sold the stockings; three pairs of stockings to Hilletje, the baker's, and one pair to Jan the Carman's wife, and that Symon Janzen has had back one pair hose, and says she bought the stockings from Annetje. Annetje denies it. Annetje says, that Neel stole a napkin and a salter. Neel says, that Annetje put the stockings in her bosom at Symon Jansen Romeyn's house; also brought some goods to her house. Neeltje acknowledges to have sold a

piece of cord to Herry Breser; one bought from Annetje. Annetje denies it. Annetje and Neeltje were asked about the black lace and thread, and silk and silk ribbon. Answer, they did not take any. Were asked, where they sold the slippers? Neeltje acknowledges to have sold slippers to Pieter Jacobsen's Merritje, but says they were her own. Annetje says, that Neel stole a napkin and salt cellar from Tryn Claas, which Neel denies. Annetje says, that Neel did it, drawing it afterwards out of her bag. Tryn Claas appearing in Court was asked, if a certain female had stolen anything from her? Answers, no; but that Cornelis Langevelt's wife lost a napkin. Neeltje asks Tryn Claas about the stockings; who declares that she told her that Annetje had given her the stockings to sell, and that she had put them in her bosom at Symon Jansen's. Annetje confesses, she gave Neel the stockings and says that Neeltje told her that she had not paid for the stockings; whereupon she said, Bless us, what have you done! and let it remain there, thinking if there followed no inquiry, that there would be no harm. Merritje, wife of Cornelis Langevelt, appearing in Court is asked, if she had, at any time, lost a napkin and salt cellar? Answers, Yes, but knows not, who took them, and that they were brought back by Romeyn's wife, believing that they were taken from her. Neeltje confesses to have taken the napkin and says that Annetje afterwards brought the salt home to her, and that Annetje gave her a piece of lace which she had taken from Pieter Jacobsen's Merritje. Neel acknowledges to have taken it from Symon Jansen Romeyn, and to have brought it him back. Merritje, the wife of Cornelis Langevelt is asked, whether she had had her napkin and salt cellar back? Answers, Yes; and that the same were brought to Tryn Claas. Annetje and Neeltje were asked, if they had taken any thing else from Symon Jansen Romeyn. Answer, No. Burgomasters and Schepens order the Officer Pieter Tonne-  
man to convey Annetje and Neeltje to prison, which was done.

The interested creditors of Reindert Jansen retire from the Court.

#### JUDGMENT.

The W: Court having considered, read and re-read the vouchers, documents and papers, made use of on both sides in the suit between Govert Loockermans and Jacobus Backer, old Schepens of this City and attorneys of the interested creditors of the absconded insolvent Reyndert Jansen Hoorn, pltfs. with and against Metje Wessels and Wernaer Wes-

that in these are counted two hhds, which were included in Samuel Etsal's forty one, and asks to whom is he bound to deliver the pltf's two hhds, to him or to Samuel Etsal, and it is decided to him, and that the same are wrongfully received by Samuel Etsal. Barent van Maarle asks of pltf. nineteen hhds., to which it was answered that he has received sixteen and three delivered for him to Samuel Etsal, according to the letter of receipt. Samuel Etsal says, he was not present and if Prescott will swear, he may do it. Olof Stevenzen, appearing by request, was asked, if he ever was by, when Samuel Etsal took the tobacco in his bark; declares that Prescott said to deliver forty one, if the bill of lading stated so much. Barent van Maerle says, he shipped sixteen. Pltf. was asked about the cargo of the tobacco. Answers, in consequence of the notification of the President. Samuel Etsal and Barent van Maarle were asked how many hhds of tobacco they had put on board Prescott's ketch ?  
Answer

6 at Jamestown

15 at Elizabeth River.

4 don't know where.

13 Sandersen's.

3 from Reintje's yacht, concerning Maarle,

—

41

Barent van Maarle 16. hogsheads. Richard Ary is asked, if he have a writing from Prescott ? Answers, Yes; shewing the same. Prescott is asked, if that is his hand ? Answers, No; shewing his ordinary writing book, saying there are some letters, which resemble it; offering to confirm on oath, that it is not his hand. Whereupon Samuel Etsal is informed, that Prescott will affirm on oath that he did not receive six but five hhds. according to the note. Thereupon Samuel Etsal says, he will leave it to the Magistrates. Ritchard Ary says, he loaded the tobacco in Jamestown River, and knows well six hhds were laden; five from Samuel's boat and one belonging to him. Was ordered to call Robert Kay. Samuel was asked, if the six hhds. belonged to him ? Answers five to him and one to Jan Gerrisen and to leave it to Prescott's oath. Ritchard Ary was asked, if he knew well, what marks were on the hhds ? Answers, Yes; making the mark, and says he well knows, that is the mark. And is further

asked, if he knows, when these hhds of tobacco were brought on board? Answers, 16<sup>th</sup> or 17<sup>th</sup> of April; but does not stand on a precise day. Samuel Etsal, entering, requests to withdraw the declarations delivered in, and to have an end of the matter; referring it again to Eduard Prescotts oath. Samuel Etsal and Barent van Maarle further heard: Samuel Etsal says, he rec<sup>d</sup> 39 hhds and Barent van Maarle 14, and that 4 hhds still lie in Prescotts store. Prescott says, he misses three hogsheads, and has delivered Samuel Etsal 41 and Barent van Maarle 14. Barent van Maarle says, that Prescott has asked him, how many hhds of tobacco he had received? Whereupon he answered fourteen, demanding a receipt therefor, and that he afterwards asked Samuel, how many hhds he had received. Thereupon answering forty one, he requested a receipt therefor, which he received from both of them. Samuel Etsal says, if Prescott will declare on oath, that the two hhds are not included among the 41. he will pay; and Barent van Maarle offers to affirm on oath, that the two hhds. are included among the forty one. Burgomasters and Schepens decide, that the case shall go over until to morrow at one O'Clock, when the sailors shall be on hand. Ritchard Stocken and Ritchard Wilbeck as witnesses declare at Samuel Etsals request, that Prescott said, Barent van Maarle's two hhds. are included among the forty one. Samuel Etsal is hereby ordered by the W: Burgomasters and Schepens of this City to prove between this and tomorrow, at one o'Clock, that he had signed duplicates for the receipt of two hhds of M<sup>r</sup> Prescotts tobacco.

Tuesday 21. June 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen van der Grift, Allard Anthony, Timotheus Gabry, Pieter van Couwenhoven, Joannes Van Brugh, Jan Vigne, Jeronimus Ebbing.

Willem Pieterzen de Groot, pltf. v/s Schepen Pieter van Couwenhoven and Hendrick Hendrickzen Obe, defts. Hendrick Hendricksen in default. Pltf. demands from deft. Couwenhoven 75 gl. according to acte, which he exhibits. The deft. says, the judgment, dated 24 May, is paid, which pltf. acknowledges. The W: Court decides, that pltf. has to regulate himself according to judgment passed some years ago. And Hendrick Hendrickzen Obe was granted one default.

Antony Janzen Van Vaas, pltf. v/s Hendrick Janzen Smitt, deft.

Pltf. demands from deft. seventy seven guilders eleven stivers for costs of unnecessary suit, according to a/c exhibited in Court. Deft. demands three feet of a lot coming to him of the ground, which he bought. Burgomasters and Schepens having heard parties, and seen the measurement of the sworn surveyor Jacques Corteljou, dated 28. May of this year, done in presence of the Road Inspectors and arbitrators appointed thereunto by the W. Court, and found that Anthony Janzen's lot agrees with his ground brief and that Hendrick Jansen Smitt has two feet and a half of ground more, than his ground brief mentions, order Hendrick Jansen Smitt to content himself with the aforesaid measurement and condemn him to pay the pltf. the sum of forty guilders, the further costs remaining at the charge of the pltf.

Pieter Jacobsen van Schermer, pltf. v/s Schipper Jan Janzen Beste-vaar, deft. Pltf. says, that deft. forbade him to do duty on board, giving him the sack, because he was three @ four days ashore. Deft. says, pltf. has gone divers times on shore to drink, and has lost in all nine days, he warned him to leave it off, and that he himself must do his work, and that he discharged pltf. according to contract from service on the ship; producing the contract to the W. Court. Pieter Jacobsen was asked, how many days he lost? Answers, four. Burgomasters and Schepens having heard parties dismiss the pltf. from the service of the ship and order skipper Jan Janzen Beste-vaar to pay him his monthly wages, deducting six days.

Cornelis Pieterzen, pltf. v/s Skipper Jan Janzen Beste-vaar, deft. Pltf. says, deft. has discharged him and he was only one day from the ship. Deft. says, he was two days on shore from the ship, drinking, which pltf. admits, but that the first time is long passed. Burgomasters and Schepens having heard parties dismiss Cornelis Pietersen from his ship's service and order Jan Jansen Beste-vaar to pay him his earned monthly wages, deducting the three [*sic*] days.

Saartje Pieters, pltf. v/s Bruyn the Mason, deft. Defts. 2<sup>nd</sup> default.

Pltf. demands from deft. forty six guilders, according to a/c exhibited to Court. The W. Court order deft. to deposit the monies with the Secretary of this City.

Tielman Van Vleeck, pltf. v/s Jan Gillis, the Younger, deft. Pltf. in default. Pltf. having delivered in, through the Court Messenger, the

demand against deft. and also extract from the roll of the Director and Commissaries of the Colonie of N. Amstel, dated 1<sup>st</sup> June 1661; about an action, which Alexander d'Hinojossa has against Reyndert Jansen Hoorn. It is ordered as follows:—The W: Court order copy of demand and extract to be furnished to party to answer thereunto at the next Court day.

Barent Gerrisen, pltf. v/s Wernaar Wessels, hatter, deft. Pltf. demands half a years house rent at one hundred and twenty guilders per annum. Deft. says, he occupied it but five months and that the pltf. did not fulfill his contract, to make the house tight. The W: Court refer the matter in question to Salomon La Chair and Arien van Laar to decide parties case, to reconcile them if possible if not, to render a report of their finding to the Court.

Jacobus Vis, pltf. v/s Isaack Vermeulen, deft. Pltf. demands from deft. twenty seven and one half beavers and some seawan. Deft. acknowledges to have received the 27½ beaver and says, he has an offset a/c: requests in writing postponement until his arrival from Fort Orange. The W: Court refer the matter in question to Jacob Strycker, old Schepen, and Joannes van der Meulen to examine the a/c of parties, to settle the same and to reconcile parties if possible; if not, to report their finding to the Court.

Samuel Jacobs, pltf. v/s Geertje Stoffels, deft. Pltf. says, that deft. has attached her money, demands the reason. Deft. says, because he is about to leave. Pltf. says, he paid the rent to May and owes only six weeks rent. The W. Court declared the arrest invalid and condemned the deft. in the costs.

Nicolaas de la Plyne, arrestant and pltf. v/s Eduard Prescott, arrested and deft. Pltf. demands from deft. discharge according to fair a/c rendered to him. Deft. says, has no receipt to give, as there is no obligation passed for the goods, and he will examine the a/c, when he shall return to the Virginias. Burgomasters and Schepens order Eduard Prescott to answer, within three times twenty four hours, what he has to object to the a/c, the arrest remaining meanwhile valid.

Eduard Prescott, pltf. v/s Evert Mareschal, deft. Pltf. demands from deft. ten guilders for freight of a box. Deft. says, the goods in his chest got wet; and that people say it is too much. The W. Court order deft. to pay the pltf. the ten guilders.

David Wessels, pltf. v/s Tomas Swartwout, deft. Pltf. demands, that the house shall be proceeded with according to the plan. Deft. says, he sold it to Cornelis Barendsen, who again sold it to Douw Hermesen. Cornelis Barendsen and Douw Hermesen entering, Cornelis Barendsen declares to have sold the lot to Douw Hermesen, who acknowledges to have bought it, and says that it would have been long ago finished, if Cornelis Barendsen had cleared it. The W. Court ordered Douw Hermesen to proceed with his work forthwith.

David Wessels, pltf. v/s Simon Janzen Romein, deft. Pltf. produces in writing demand in reconvention and answer in convention to the demand of Dirckje Jans. Deft., as attorney of Dirckje Jans, exhibits the decision of arbitrators in the case, which Dirckje Jans had against pltf. David Wessels is asked, what he has to object to the decision? Answers, he does not understand the matter, therefore has made the matter known to others. The W. Court order party to be furnished with copy of demand in reconvention and answer in reconvention and David Wessels with copy of the decision (award); and parties were ordered to answer thereunto on the next Court day.

Caspar Steimits, pltf. v/s Douwe Hermesen,\* deft. Pltf. says, deft. has stated, that he, pltf., has removed the boundary stakes of his land; demands that he shall prove it; and if he cannot do so, that he will retract what he said and pay costs and lost time. Deft. denies having said so. Pltf. proves it in writing by witnesses, that he said so in full company. Such being read to deft., says he knows nothing of having said so, and if he so said, he must have been drunk. Douw Hermesen and Caspar Steinmets entering, Douwe Hermesen is asked, if he has any thing to say against Caspar Steymits? Answers No, except what is good. Burgomasters and Schepens condemn Douwe Hermesen to pay to the Poor the sum of twelve guilders for that he has slandered Caspar Steymits and further in the costs and loss of time; charging him to have a care of himself for the future.

Arent Cornelisen Vogel, pltf. v/s Jan Pieterzen, wood sawyer, deft. Parties request arbitrators about their a/cs, which they have with each

\* They lived near Bergen, N. J., at the place now called Marion. Steinmets had originally resided at Ahasimus, N. J., and died in 1702. *Winfield, Land Titles*, 46, 78. 79.

other to take up and decide the same. Burgomasters and Schepens commission Joannes de la Montagne Junior and Tomas Hal for the decision of a/cs, which parties have with each other, who are authorized to discuss the same and to reconcile parties if possible; if not to report their decision to the Court.

Bartholdus Maan, and Jan Gillis jun<sup>r</sup>, pltfs. v/s Tielman Van Vleeck in quality as curator of the bankrupt estate of Nicolaas Velthuyzen, deft. Deft. in default. Burgomasters and Schepens refer Bartholdus Maan and Jan Gillis the Younger to the Orphan Masters of this City, who are ordered to appoint in place of Pieter Rudolfus dec<sup>d</sup> another curator, being one of the largest of the creditors as curator with Tielman van Vleeck, and to direct the same within the term of fourteen days to pay to the creditors each pro rata from the receipts, if there be no preferred claims.

Balthazar de Haart, pltf. v/s Metje Wessels, deft. Both in default.

Eghbert Meinderzen, pltf. v/s Lambert Huybersen Mol, deft. Both in default.

Symon Janzen Romeyn, pltf. v/s David Wessels, deft. Pltf. in default.

Albert Cornelizen Wantenaar, pltf. v/s Andries de Haas, deft. Deft. in default.

Eldert Jurriaanzen, pltf. v/s Francois de Bruyn, deft. Both in default.

Eldert Jurriaanzen, pltf. v/s Joris Dopsen, deft. Both in default.

Arien Symonzen, pltf. v/s Barent Cruytdop, deft. Both in default.

Jan Jurriaanzen Becker, pltf. v/s Carel van Brugge, deft. Deft. in default.

Sander Leenderzen, pltf. v/s Jacob Vis, deft. Pltf. in default.

Balthazar de Haart, pltf. v/s Rutger Janzen, deft. Deft. in default.

Tomas Janzen Mingael, pltf. v/s Jan Rutgerzen, deft. Deft. sick.

Isaack Kip, pltf. v/s Hendrick Janzen Grever, deft. Deft. in default.

Herry Brezar, pltf. v/s Willem the baker, deft. Deft. in default.

Paulus Verbeeck, pltf. v/s Jurrien Janzen van Auweryck, deft. Deft. in default.

Daniel Tourneur, pltf. v/s Symen Felle, deft. Deft. in default.

Arent Cornelissen Vogel entering says, that in pursuance with the

order dated . . . , he states, that he has evidence, that his son cut wood with Tomas Higgens, which is drawn off by Schepen Jan Vigne. Lauwrens Lauwerensen appearing for this purpose in Court, declares to testify, that Arent Cornelissen's son has cut wood with Thomas Higgens, saying he saw the same. Schepen Vigne was asked how much wood he hauled home? Answers, he bought 700 pieces, and must yet have 275 pieces. Arent Cornelissen answers to the question, that he has lying out about 60 pieces and that he must yet bring out 157 pieces. Burgomasters and Schepens order both Jan Vigne and Arent Cornelissen, to summon Tomas Higgens, by the next Court day.

Geleyn Verplanck rejoins to the reply of Geertruyt Wyngaars. The W: Court order copy to be furnished to party, and parties on both sides were ordered to desist from further production, to exchange their papers with each other, and to produce their deduction and principal intendit,\* by inventory at the next Court day.

Wolfert Webber answers the demand of Jan Grol. The W: Court order copy to be furnished to party to reply thereunto at the next Court day.

Neeltje Pieters and Annetje Minnes, prisoners, appear in Court, against whom the Officer prosecutes his charge, concluding that Neeltje Pieters shall, for her committed theft, be brought to the place where justice is usually executed and there be bound fast to a stake, severely scourged and banished for ten years from the jurisdiction of this City, and that Annetje Minnes shall, whilst justice is administered to Neeltje Pieters, stand by and look at her, and after justice is executed shall be whipped severely within doors and banished for six years out this City's jurisdiction, as she was with those from whom the goods were stolen by the abovenamed Neeltje, giving them up to them. Which demand being read to the prisoners, they fall on their knees and beg forgiveness. Burgomasters and Schepens grant the prisoners three times four and twenty hours, to bring in what they may have for their excuse.

\* According to the practice under the Dutch Civil Law, parties on the conclusion of the evidence, exchange their papers and hand into Court, with them, a summary argument founded thereon in support of their case. This was called an *Intendit*, that is, what the party "intended" to prove by his documentary evidence. *Damhouder*, Prax. Civ., ch. 167.—O'C.

Saturday, 25 June 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leendersen van der Grift, Allard Anthony, Timotheus Gabry, Pieter W: van Couwenhoven, Jan Vigne, Jeronimus Ebbinck.

Annetje Minnes, prisoner, appearing in Court is asked, if she has well considered, how much money she received? Answers, Yes, and has not received any, declaring, that Neeltje lent her a crown, and she gave her back a dollar thereon, sold no stockings to her, but that she gave Neeltje the stockings not thinking, that she would keep them without paying. Was asked, if she had not brought Neeltje any into her stall and if she did not receive a crown for the stockings. Answers, No. Neeltje Pieters, a prisoner, appearing in Court was asked, if she had bought the stockings from Annetje? Answers, yes, and that they had divided together the money proceeding from the stockings, but does not know how much; then declares she received for the three pair of stockings last sold, seven and a half guilders, the half of which Annetje got; which being reported to Annetje, says it is not true, but that she borrowed a crown from her as before, and paid her Marys dollar, coming to the Wooden Horse and there earned it by work; and that Neeltje told her, she may keep it, and that she now says, she kept the crown for the pair of stockings. Neeltje being taken back to prison, Annetje Minnes is placed on the rack, and threatened with torture. Standing in the rack she is asked if she has not received any money for the stockings and helped to steal the stockings and had received none of the six guilders ten stivers for which the stockings were sold? Answers, No; and cannot say any thing else with truth, than what she has said. Returning from the rack, she begs for pardon; as she had not discovered, that Neel had stolen the stockings was conveyed away back again.

M: Gerrit van Tright requests by petition copy of the request of Maria Besems, wherein she demands that the chest with Boudewyn van Nieuwlandt's goods, remaining with him may be brought to the City Hall; so that he may use the same if he should think proper. Whereupon it is marked in the margin:—*Fiat* copy of the request; and the Officer is ordered to bring the chest with the goods it contains, herein mentioned, as well as the loose things immediately to the City Hall of this City.

## JUDGMENT.

The demand and conclusion of the Officer Pieter Tonneman on and against the prisoners Neeltje Pieters, wife of Romeyn Servyn, carman, born at Serdam over and about certain crimes of theft committed by her at two different places, being considered by the W: Court of this City, Burgomasters and Schepens having examined the prisoner Neeltje Pieters, and she having voluntarily confessed, without torture or bonds, that she stole from Symon Jansen Romeyn stockings, thread, pins and other cord; also from Merritje, wife of Cornelis Langevelt, some linen; all which, in a well ordered City, where justice is wont to be administered, cannot and ought not be tolerated but as an example to others, be punished; Burgomasters and Schepens seeing, that the prisoner Neeltje Pieters is a pregnant woman, going on her last, having neither time nor hour, excuse her from the well merited punishment, sentence her to be banished for the time of eight consecutive years, condemning her in the costs and *mises* of justice. Thus done and adjudged by Burgomasters and Schepens, at the City Hall, Amsterdam in New Netherland on Saturday the 25<sup>th</sup> June 1661.

## SENTENCE.

Burgomasters and Schepens of this City having considered the demand and conclusion of the Officer Pieter Tonneman on and against the prisoner, Annetje Minnes, widow of Cornelis Nysen, late soldier in the service of the Hon<sup>ble</sup> Privileged West India Company here, born at Amsterdam, for and on account of certain crime committed by her, Burgomasters and Schepens having examined the prisoner even unto threatening her with torture find, that the abovenamed Annetje Minnes is an accomplice to the stealing of the stockings, committed by Neeltje Pieters, because she gave the stockings to the abovenamed Neeltje, but as she says not thinking, that Neeltje would keep them without paying; therefore has not committed such fault, as that on which the Officer draws his conclusion; moreover it is testified by credible witnesses, by whom she has much visited, that she has always borne herself honestly and well. Burgomasters and Schepens weighing the same excuse her from corporal punishment and banishment, dismissing herein the Officer's entered demand, condemning then, the aforesaid Annetje in the costs and *mises* of justice. Thus done and sentenced by Burgomasters and Schepens, at the City Hall, Amsterdam in N. Netherland, on Saturday 25<sup>th</sup> June, 1661.

Tuesday, 28<sup>th</sup> June 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus L. van der Grift, Allard Anthony, Timotheus Gabry, Pieter W. van Couwenhoven, Jan Vigne, Jeronimus Ebbinck.

Schout Pieter Tonneman, pltf. v/s Eduard Prescott, deft. Deft. in default. Pltf. rendering his demand in writing concludes, that deft. shall be condemned to pay a fine of one hundred guilders or to hard labor on bread and water, for that he, deft., had cut one Pierre Marchand over his hat. The W: Court order the Officer to prove his case.

Willem Pietersen de Groot, pltf. v/s Hendrick Hendricksen Obe, deft. Pltf. demands from deft. by virtue of a procuration from Antony Rigge, the sum of fl. 75. for wages earned on the bark *Jan and Mary*. Deft. says, he is not bound to pay the same, as he did not set him to work, but that Schepen Couwenhoven did so. The Heer Couwenhoven says, in the first instance before the sale of the bark he had had care of her, after that date, not, as the deft. had taken possession of the bark. Deft. produces the judgment, dated 28<sup>th</sup> January last, also some papers, wishing to state, that the case is disposed of thereby; therefore has nothing more to do with it. The W: Court persist in the judgment, dated 10<sup>th</sup> September 1657.

Eldert Jurriaansen, pltf. v/s Francois de Bruyn, deft. Defts. 2<sup>nd</sup> default. Pltf. demands from deft. balance of six beavers on an obligation exhibited. The W: Court order deft. to deposit the six beavers with the Secretary of this City.

Eldert Juriaansen, pltf. v/s Joris Dopzen, deft. Pltf. demands from deft. nine beavers. Deft. acknowledges the debt, but says, he has no beavers. The W. Court order deft. to pay the pltf. the nine beavers.

Bartholdus Maan, pltf. v/s Tielman van Vleeck, deft. Pltf. demands payment of his claims on the estate of Nicolaas Velthuysen. Deft., curator of said estate, requests reference to the Orphan Masters. Burgo-masters and Schepens refer the matter to the Orphan Masters, to propose their case to them.

Bartholdus Maan entering requests execution on the house of Wernaer Wessels, according to judgment pronounced against him, dated 24<sup>th</sup> August 1660. and having mortgage thereon. The W. Court order the Bailiff to put these in execution.

Jan Jurriaansen Becker, pltf. v/s Carel van Brugge, deft. Defts. 2<sup>nd</sup>

default. Pltf. demands from deft. fl. 19. 13. with costs. The W: Court order the deft. to deposit the monies with the Secretary of this City.

Balthazar de Haart, pltf. v/s Metje Wessels, deft. Pltf. demands from deft. three beavers, balance remaining of seven beavers which deft. agreed to pay for Capt. Jacob. Deft. denies having agreed to pay for Capt. Jacob, saying he must have money yet from Capt. Jacob. The W: Court order pltf. to prove, that deft. had agreed to pay the demanded beavers for Capt. Jacob.

Jacob Jansen Sam, pltf. v/s Claas van Elslandt, the elder, deft. Pltf. demands payment of fl. 293. from deft. for monies received by him for goods sold and retained by him. Deft. says, pltf. shall come and settle with him, and he will pay, what is found belonging to him. The Worshipful Court order deft. to pay the pltf. the two hundred and ninety three guilders, deducting, what belongs to him.

Joannes Vervelen, pltf. v/s Jan Ariaanzen, carpenter, deft. Pltf. says, he sold half an aam (20 gals) of brandy, which payment the deft. agreed to fulfill; for this purpose gave him an assignment on Pieter Jacobsen, saying Pieter Jacobsen refuses to pay it. Deft. says, the beavers are still there. The W: Court order Jan Ariaanzen to pay Joannes Vervelen.

Paulus van de Beeck and Joannes Vervelen, pltf. v/s Jurrien Janzen van Auweryck, deft. Pltf. demand from deft. one hundred and sixty guilders Holland money, with costs, for exchange drawn at three different times, and at each time returned under protest. Deft. says, that M: Paulus has discharged him for one hundred guilders; requests delay; promises to pay him with barrels at Holland prices. Pltf. Joannes Vervelen demands, moreover, from the deft. ninety three guilders in seawant. Deft. is asked, if he has not signed the obligation shewn him? Answers, Yes, but such was done through sweet words, requesting that it be taken into consideration, that he must pay six guilders Hollands, for one ell of duffels. Whereunto pltf. say, there was further contract, and abatement; demanding costs. The W: Court order deft. to pay the pltf. according to the last contract, with costs.

Susanna Verplanck, pltf. v/s Saartje Burgers, deft. Pltf. demands from deft. fl. 24. for linen, which she bought from her husband. Deft. denies the debt, says she paid her husband in his house, when he lived

with Dirck Smitt. Deft. is asked, if she will truly declare on oath that she paid? Answers, Yes; and has, in presence of the pltf. taken the oath at the hands of the Officer, wherefore the pltf. was dismissed in this her demand.

Jan Janzen, pilot, and Paulus Janzen, gunner, pltf. v/s Pieter Jacobsen and Cornelis Pietersen, defts. Pltfs. say, that they and others of their ships crew have laid out for defts. some monies on deduction of their wages, to the amount of fl. 58. 19. to wit, the pilot to Cornelis Pietersen fl. 13. 10. the gunner to ditt<sup>o</sup> fl. 6. 5., the boy to ditto fl. 1. 14 and Gertsoon fl. 3. and the boatswain's mate to Pieter Jacobsen fl. 15., Cornelis van de Beets to ditto fl. 17. 10. and the cooks mate to ditto fl. 2. Making together the aforementioned fl. 58. 19., demanding that skipper Jan Janzen Bestevaar shall retain the aforesaid monies from the defts. wages for their a/c. Defts. acknowledge the debt, and say, they never objected to it. Burgomasters and Schepens order skipper Jan Janzen Bestevaar to retain the demanded sum from defts. monthly wages, and to pay the same to each in proportion to what he has advanced.

Anneke Dircks, pltf. v/s Willem Willekes and Goodman Bont, defts. Pltf. says, that her deceased husband hired to one Jan Ascou a canoe @ fl. 20. per month, which he sold to defts.; demanding restitution thereof. Defts. say and acknowledge to have bought the canoe of Jan Ascou; to have used the same full eight months, without any demand having been made for it. Pltf. replies, that as Jan Ascou had the canoe on hire and had not given it up, the hire continued, and she did not know, that Jan Ascou was away; therefore had made no demand for the canoe. Mattheus de Vos concludes, as attorney of Anneke Dircks, that defts., according to the law of this place, shall have to restore the canoe, free of expence and damage. Burgomasters and Schepens having heard parties, decide, as Jan Ascou had the canoe in question on hire and had no property therein, he, therefore, had no power to sell the same, that the defts. shall restore to the widow of Pieter Kock, the pltf. herein, the canoe, free of damage and loss.

Jan Hendrickzen van Bommel and Annetje Hendricks, the wife of Ryck Hendricksen, appear in Court, who were informed by Burgomasters and Schepens, pursuant to their judgment, dated 3d. June last, inasmuch as no sufficient proof was produced on both sides in their suit, that they

shall remain at peace towards each other, nor further trouble one another regarding previous disputes, and each bear his own costs.

Jan Teljer, pltf. v/s Eduard Prescott, deft. Deft. in default.

Jacob Janzen Sam, pltf. v/s Resolveert Waldron, deft. Deft. in default.

Balthazar de Haart, pltf. v/s Rutgert Janzen, deft. Defts. 2<sup>nd</sup> default.

Gysbert Op Dyck, pltf. v/s Paulus Heimans, deft. Deft. in default.

Dirck Siecken, pltf. v/s Hendrick van der Walle, deft. Deft. in default.

Mattheus de Vos, pltf. v/s Abraham Verplanck, deft. Deft. in default.

Mattheus de Vos, pltf. v/s Salomon La Chair, deft. Deft. in default. Pltf. demands benefit of default.

Tomas Janzen Mingal, pltf. v/s Jan Rutgerzen, deft. Whereas the deft. is sick, Mattheus de Vos requests as att'y for pltf., that deft. shall empower somebody, or if possible, come himself to defend his suit. Burgomasters and Schepens order Jan Rutgersen to appear himself, if he can, on the summons, or empower somebody to defend his case.

Jacob Janzen Moesman, pltf. v/s Albert Alberzen, deft. Deft. in default.

Maria Beckers, pltf. v/s Mary the Portugeeze, deft. Deft. in default.

Isaack Kip, pltf. v/s Hendrick Janzen Grever, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. thirty guilders. The W: Court order the deft. to deposit the money with the Secretary of this City.

Romeyn Servyn requests by petition, that his wife, banished out this City's jurisdiction, being in the last days of her pregnancy, may remain in this City to lie in and she intends to depart for Fatherland with this year's ships. Marginal note:—For reasons, the petitioner's request cannot be granted.

On the petition of Maria Besems demanding as per petition of 24 May 1661, ordered:—Burgomasters and Schepens refer her to their aforesaid order dated 24 May 1661.

On the petition of the tavernkeepers, requesting, as they must give in payment of the excise, six black or twelve white seawans for one stiver.

that they may be allowed to sell the *Vaan* (two quarts) of beer at a higher rate than heretofore. Marginal order:—The Petitioners are allowed to ask and receive twelve and a half stivers for a *Vaan* of beer.

On the petition of Mattheus de Vos, as attorney of Geertruyd Andries, widow of Jacob Jansen Stoll, wherein he requests, that the judgment pronounced between her and Geertje Hendricks, dated January 1661, may be put in execution. Marginal order:—The Bailiff is ordered to put the judgment herein mentioned in execution.

On the answer of Jan Gillis, the Younger, against Tielman van Vleeck, as att'y of Alexander d'Hinojossa, ordered:—The Worshipful Court order copy to be furnished to party, to reply thereunto at the next Court day.

On the answer and reply of David Wessels against Symon Janzen Romeyn, att'y of Dirckje Jans, ordered:—The W. Court direct copy to be furnished to party to reply thereunto at the next Court day.

On the reply of Jan Grol against Wolfert Webber, the W: Court order copy to be furnished to party to rejoin thereunto at the next Court day.

On the reply of Symon Janzen Romeyn against David Wessels, the W: Court order copy to be furnished to party to rejoin thereunto at the next Court day.

Jan Ariaansen appears in Court, exhibiting the decision of the arbitrators in the case between him and Teunis Cray, requesting payment of the same. The W: Court order Teunis Cray to pay Jan Ariaansen, carpenter, within three times 24 hours, according to obligation on the decision of arbitrators dated 16 March 1661. The Schout Pieter Tonneman requests execution on the judgment between him and against Pieter Jansen, mason, pronounced on the date 8<sup>th</sup> Feb. 1661. The W: Court order the Bailiff to put these in execution.

Ordered, on the petition of Mr. Gerrit van Tright, wherein he asks as per request handed in and dated 25<sup>th</sup> ultimo. Burgomasters and Schepens refer him to their previously given order, dated 25<sup>th</sup> June 1661. Burgomasters and Schepens of this City decree, that the tapsters and tavernkeepers, who sell their beer and wine higher than the price fixed by the Hon<sup>ble</sup> Director General and Council of N: Netherland, or the Burgomasters and Schepens of the City of Amsterdam in N. Netherland, shall pay a fine of ten guilders, each time.

On date, 29. June 1661. M<sup>r</sup>. Gerrit van Tright, has pursuant to the order of Burgomasters and Schepens of this City, brought in consignment to this City Hall, the chest with some goods contained therein, according to inventory thereof made, also sundries belonging to Boudewyn van Nieuwlandt, attaching the same to secure his guarantee thereon.

Tuesday, 5<sup>th</sup> July 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leendertzen van der Grift, Allard Anthony, Timotheus Gabry, Pieter Wolferzen van Couwenhoven, Joannes van Brugh, Jan Vigne, Jeronimus Ebbinck.

The Schout Pieter Tonneman, pltf. v/s Hendrick Lamberzen and Abraham Lamberzen Mol, defts. Deft's from home.

The Schout, Pieter Tonneman, pltf., v/s Lucas Dirckzen, tavern-keeper, deft. Pltf. demands from deft. one hundred and fifty guilders for a fine imposed three different times by his deputy Hans Vos, for having tapped for people in the night, after nine o'clock bell ring, saying that there were, once, over twenty persons, and fifty guilders additional for his servant or deputy having been shoved out of the house by those, who sat there with threats of violence. Deft. says, he denies it all, except that, once, six persons sat in his house about half past nine and that Hans Vos was drunk, when he came there and drew his dagger against which Marten, the sail maker, resisted, which happened when the bell stopped ringing. Hans Vos, entering, denies having been drunk, when he imposed the fine on them, and having drawn the dagger; and he has laid the fine three times. The Officer calls for a fine on the deft. for having called Hans Vos a liar, in presence of the Court. Hans Vos was asked, if he did not know, who sat there? Answers, he knew no one, as they pushed him out of doors; but saw well that the house and table were full of people. Burgomasters and Schepens having heard and understood all, condemn the deft. in a fine of forty two guilders, with costs to be applied, as is proper.

Abraham Janzen, carpenter, pltf. v/s Jacob Janzen Moesman, deft. Pltf. demands from deft. 272 gl. for wages according to the award of arbitrators and obligation, and also an otter as a present. Deft. acknowledges to have given the obligation, but says that the job is not yet finished, that three years must yet expire and that a chimney mantel has

yet to be made, also that the doors of the store house must be made to shut, which is not denied by the pltf. The Worshipful Court having heard parties, order the pltf. to make the mantel piece, when the deft. is ordered to pay the pltf.

Jacob Janzen Moesman, pltf. v/s Albert Alberzen, deft. Pltf. says, that deft. bought from him two boxes of tobacco pipes as they were; payable in seawant in twenty four hours. Deft. denies to have so bought the pipes; demands time until the arrival of Jan Jansen Clopper. The W: Court order pltf. to prove his statement.

Mattheus de Vos, pltf. v/s Abraham Verplanck, deft. Pltf. as att'y of Jacob Jacobsen Onnosel, demands from deft. nine beavers, requesting, that the same be brought into consignment. Deft. acknowledges the debt and says he did not refuse payment; promises to pay before the departure of the ships. Burgomasters and Schepens order the deft. to pay pltf. before the departure of the ships.

Mattheus de Vos, pltf. v/s Salomon La Chair, deft. Pltf. as substitute of Reynier Rycken, concludes in writing, that deft. shall be condemned to render him in his quality, a/c., proof and reliqua. Deft. requests copy of the demand and original procuration. The W. Court order copy of the demand and original procuration to be furnished party, to answer thereunto at the next Court day.

Mattheus de Vos, pltf. v/s Jan Rutgerz., deft. Pltf. as att'y of Tomas Janzen Mingael concludes, that deft. as security for his son Rutgert Jansen, shall pay the sum of eleven hundred and twenty guilders in tobacco, according to a bailbond, arising out of the sale of a yacht, sails and appurtenances, according to deed of sale thereof existing. Deft. through inability delivers in by the Court Messenger a petition, wherein he demands, that he be furnished, according to the mode of procedure, with a copy of the instrument, on which the pltf. founds his conclusion. The W: Court grant the petitioner his request to answer thereunto at the next Court day.

Balthazar de Haart, pltf. v/s Rutgert Janzen, deft. Pltf. demands from deft. three hundred and seventeen guilders, fourteen stivers payable in tobacco according to obligation. Deft. acknowledges the debt; requests time until the next crop. The W. Court order deft. to pay the pltf.

Balthazar de Haart, pltf. v/s Metje Wessels, deft. Pltf. demands again from deft. three beavers balance of seven beavers, which deft. has agreed to pay for Capt. Jacob. Deft. says, that Capt Jacob owes her and did not agree to pay. Pltf. says, that Paulus Schrick and Antony van Aalst, are acquainted with the matter. Burgomasters and Schepens give the deft. time to prove, until the return of Paulus Schrick.

Schepen Timotheus Gabry, pltf. v/s Skipper Jacob Janzen Huys and his pilot, defts. Pltf. demands from defts. fl. 13.5½ in beavers, with interest and costs, for stockfish bought by defts. Defts. say, that those who chartered the galiot must pay for the fish. The W: Court order defts. to pay pltf. as they had purchased the fish.

Jacob Jansen Huys, pltf. v/s Balthazar de Haart, deft. Pltf. demands from deft. fl. 29. for freight of his goods brought from the South. Deft. says, he misses one of thirty three elk skins and that pltf. did not give him due notice when he landed the peltries. The pilot of the galiot says, he delivered thirty three elk hides on the bridge. Jacob Jansen says he notified the pltf. thereof. The W. Court order skipper Jacob Jansen Huys to prove by the next Court day, that he delivered on land the thirty three elk skins.

Geertje Corssen, pltf. v/s Jan Eraat, deft. Pltf. demands from deft. eleven guilders and two guilders additional. Deft. admits the debt. The W: Court order deft. to pay pltf.

Arien Janzen Visser, pltf. v/s Joost Goderus, deft. Pltf. says, he gave deft. seawant, for which he should return twelve beavers, of which he paid six; demands yet a balance of six beavers. Deft. admits the debt; requests four weeks time. The W: Court order deft. to pay pltf. in three weeks.

Andries Andriessen, pltf. v/s Joost Goderus, deft. Pltf. demands from deft. 27 gl. 13 stiv. for hire of a boat, according to award of arbitrators. Deft. denies the debt; produces an a/c for the sum of fl. 54: 16. stiv. for wages on board the boat; and on the contrary the boat went to pieces in consequence of bad weather, and says he paid pltf. twelve guilders, proving the same by his book. Pltf. says, it was paid on former hire, and that the deft. still owes a week thereon. The same being communicated to the deft. he denies it. The W: Court refer the matter in question to Nicolaas Gangelofzen Visser and Arien Jansen Visser to hear

parties in presence of Schepen Joannes Van Brugh, to discuss the case, and decide the same, to reconcile parties if possible, if not, to render a report of their action to the Court.

Jan Jurriaansen Becker, pltf. v/s Carel van Brugge, deft. Defts. 3<sup>rd</sup> default. Pltf. demands from deft. fl 19. 13 stiv. with costs. The W. Court order deft. to pay pltf. with costs, as he has not appeared on three summons.

Lambert Huybertzen Mol, pltf. v/s Pieter Jansen van de Lange Straat, deft. Deft. in default.

Lambert Huyberzen Mol, pltf. v/s Wessel Gerrisen, deft. Deft. in default.

Gysbert Op Dyck, pltf. v/s Paulus Heimans, deft. Defts. 2<sup>nd</sup> default.

Jan Eraat, pltf. v/s Aris Otte and his wife, defts. Defts. in default. Pltf. demands costs.

Helletje Tobias, pltf. v/s Anneken Matthys, deft. Deft. in default.

Arrien Janzen Visser, pltf. v/s Hendrick Lamberzen Mol, deft. Deft. from home.

Lysbet Aris, pltf. v/s Jan Ariaanzen, deft. Deft. in default.

Jan Janzen van de Lange Straat, pltf. v/s Huybert Alberzen, deft. Deft. in default.

Frerick Hendrickzen, pltf. v/s Wissel Gerrisen, deft. Deft. in default.

Romeyn Servyn, pltf. v/s Tomas Verdon, deft. Deft. in default.

Dirck Siecken, pltf. v/s Hendrick van der Walle, deft. Both in default.

Mattheus de Vos and Maria Besems appear in Court, requesting that Boudewyn van Nieuwlants goods, brought in consignment to the City Hall, may be sold, that the lying-in expenses and support of the child may be paid therefrom. Burgomasters and Schepens decide, whereas the suit is not yet finished, that nothing can yet be done in this case.

M<sup>r</sup> Gerrit van Tright requests by petition, that his attachment be declared valid on the chest brought in consignment to the City Hall with Boudewyn van Nieuwlant's goods contained therein, and in regard to other claims against the aforesaid Boudewyn, that he may be preferred, as the same were left with him in pledge as collateral security for fl. 550 in tobacco; also for his private a/c for the sum of fl. 82. in seawant, and

that the said chest and goods be adjudged to him to proceed to sale, according to law. Marginal order:—The attachment is declared valid and nothing further can be done in the case, until the suit is disposed of. Ordered on the declaration of Cornelis Pluyvier, according to order of the 24<sup>th</sup> May, relative to the bed, bolsters and four pillows in question against Jacob Vis. The W. Court order copy to be furnished to party to answer thereunto at the next Court day.

The Schout Pieter Tonneman requests execution on the judgment against Jeremias Jansen Hagenaar, dated 10 May 1661. The Bailiff is ordered to execute these.

David Wessel and Cornelis Barenzen appear in Court complaining, that Douw Hermesen has not complied with the order of the W Court, dated 21 June last, as to erecting the house. The W: Court order Douwe Hermesen to come here to work between this and next Monday, and proceed with the same, or to put some one in his place; if not, that the work shall be contracted for with another, at his expence.

Isaack Kip entering says, that Hendrick Jansen Grever does not return; demands payment. The W: Court order him to summon in writing or otherwise.

Willem Jansen van Borckelo, att'y of Antony Jansen van Vaas, requests execution on the judgment against Hendrick Jansen Smitt, dated 21 June 1661. The W: Court order the Bailiff to execute these.

Sara Pieters requests, that the judgment which she has against Bruyn the mason, dated 21<sup>st</sup> June 1661. be put in execution. The W. Court order the Bailiff to put these in execution.

Paulus van de Beeck and Joannes Vervelen request, that the judgment, dated 28 June 1661, which they have against Jurrien Jansen van Auweryck, may be put in execution. The W: Court ordered the Bailiff to put these in execution.

Willem Pieterzen de Groot requests by petition that the Bailiff be authorized to notify Hend: Obe to satisfy and pay him, the petitioner, the sum of fl. 75. according to judgment dated 10 Sept<sup>r</sup> 1657. on account of wages earned by Antony Rikken whose procurator he has. Apostille:—*Fiat*, and the Bailiff is ordered to notify Hend: Hendricksen Obe to satisfy and pay him the petit<sup>e</sup> the fl. 75. according to judgment dated 10 Sept<sup>r</sup> 1657.

On the petition of Hendrick Hendricksen Obe, wherein the W. Court is requested to maintain him in the judgment, dated 24<sup>th</sup> 7<sup>ber</sup>, and break and retract the wrongfully rendered judgment succeeding it; and to order the Heer Couwenhoven to convey to him in due form according to definitive judgment dated 30<sup>th</sup> January 1660. Marginal order:—The W Court persist in their last rendered judgment dated 28 June 1661.

Tielman van Vleeck, att'y for Alexander D'Hinojossa, replies to Jan Gillis, the younger:—The W: Court order copy to be furnished to party to rejoin thereunto at the next Court day.

Ordered, on the reply of Symon Jansen Romeyn regarding the deputies of the W: Court, Jacobus Backer, old Schepen, and Isaack Grevera, against David Wessels:—The W: Court direct copy to be furnished to party to rejoin thereunto at the next Court day.

On the rejoinder of David Wessels against Symon Jansen Romein, the W: Court order copy to be furnished to party and parties are ordered to desist from further production, to exchange their papers with each other and to produce their deduction and principal intendit by inventory on the next Court day.

On the rejoinder of Wolfert Webber against Jan Grol; and Jacobus Vis against Hans Stein, is ordered as on the rejoinder of David Wessels.

Tuesday 12 July 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen van der Grift, Allard Anthony, Timotheus Gabry, Pieter van Couwenhoven, Joannes van Brugh, Jan Vigne, Jeronimus Ebbinck.

Schout Pieter Tonneman, pltf. v/s Arien Janzen Visser, deft. Pltf. concludes, that deft. shall be condemned in a fine of five and twenty guilders according to Placard as a penalty for striking Rutgert Jansen. The deft. denies having struck. The officer undertakes to prove it. The W: Court order the Officer to prove it.

Cornelis van Gezel, pltf. v/s Lieve Ottes, deft. Pltf. answering to the demand of deft., dated 3 May last, says that he does not owe, in the quality in which he acts, and that he is unjustly sued for the fl. 60. Hollands; fl. 116. 14. beavers, and fl. 710. 1. seawant, inasmuch as he has paid partly on the order of Everardus Welius according to a/c approved by him; also paid M<sup>r</sup> Evert Pietersen, executor of Dom<sup>us</sup> Welius aforesaid's

last will and att'y of Barent van Wely, fl. 531: 10½ conformably to the a/c delivered to deft. on 22 June; concludes that deft's demand shall be declared inadmissible, and he absolved from the suit; and that [def't.] be condemned to pay the costs, damages, interests and other injuries. And whereas Barent van Wely is the heir of his dec'd brother Everhardus Welius, and the aforesaid Everhardus is indebted to the estate of the Heer Alrichs fl. 571. Holland money, arising out of expended board, concludes in quality of testamentary executor, for judgment or at least for sequestration of the said fl. 577, but with compensation for the value of fl. 444. 14 beavers and fl. 55. 14. 8. seawant with costs. Def't. being shewn pl'tf's a/c., says he has nothing against it; demands copy of the demand in reconvention (offset) to shew the same to his principal. Burgomasters and Schepens refer the matter in question regarding the eight hhd's. of French wine to Cornelis Steenwyck, old Schepen and now Orphan Master of this City, and Jacobus Backer, also old Schepen of this City, to decide the same, to reconcile parties if possible; if not to report to the W: Court of this City their award; touching the demand in reconvention, the W. Court decide that the pl'tf. cannot sue the def't. in his quality.

Schipper Jacob Janzen Staat, pl'tf. v/s Albert Alberzen, def't. Pl'tf. demands from def't. 159 gl. in beavers for freight of his goods. Def't. says he has received one hhd of French wine empty, also one half *aasm* of Must,\* and regarding the hhd. he proposed to pl'tf., that each should take an arbitrator to settle the matter, but he could not get him (to do so): otherwise acknowledges the debt. Burgomasters and Schepens refer the matter in dispute to Mattheus de Vos and Reynier Rycken, to decide parties' question and def't. was ordered to satisfy and pay pl'tf. according to the award of arbitrators.

Romeyn Serveyn, pl'tf. v/s Skipper Jan Janzen Bestevaar, def't. Pl'tf. says, he has agreed with def't. to take his wife along with him to Holland for ninety guilders in zeawant, and now he will not. Def't. says, if his wife had remained in the condition, in which she previously had been, he would have taken her along; but not now. The W: Court excuse the skipper Jan Jansen Bestevaar from taking pl'tf's wife with him, in consequence of the fault committed by her after the agreement was made.

\* Unfermented wine.

Siex van der Stighel, pltf. v/s Skipper Pieter Janzen Emilius, deft. Pltf. demands fulfillment of bill of lading, requesting still three ankers of anise. Deft. exhibits in his defence certain order from his employers. The W. Court order skipper Pieter Jansen Emilius to fulfill pltf's. bill of lading.

Paulus Blyenberg, pltf. v/s Cornelis Steenwyck, deft. Pltf. saith he has attached some tubs of tobacco in deft's hands, belonging to Samuel Smitt, for a claim, which he has against said Smitt. Deft. says, the tobacco belongs to him, and that Samuel Smitt forwarded a part thereof on his a/c. and sent the rest for a debt according to obligation. In proof producing certain letters of Samuel Smitt written to him concerning the tobacco. Deft. was asked, if there was any thing else material in the letter? Answers, No. The W. Court postponed the attachment on the tobacco for eight days to see, if Samuel Smitt come in the meanwhile.

Cornelis Steenwyck, pltf. v/s Paulus Blyenberg, deft. Pltf. demands from deft. payment of the sum of 759. gl. in tobacco on an obligation and 72 gl. 6 stiv. book debt for an anchor used on his bark. Deft. says he paid the 759 gl. in tobacco to Samuel Smitt on pltf's a/c., denying to have received the anchor. Pltf. replies and says, if he can prove, that he paid the obligation to Samuel Smitt for his a/c., he is content, undertaking to prove, that he bought the anchor for the use of his bark. Deft. shews some papers and a/cs. proving thereby, that a large quantity of tobacco is due by Samuel Smitt to him. And whereas Paulus Blyenberg has not shewn, that he has paid Samuel Smitt the obligation for the Heer Steenwyck, he is ordered by the W. Court to pay the Heer Steenwyck here; and the Heer Steenwyck was ordered to prove, that Paulus Blyenberg bought the anchor from him.

Paulus Blyenberg, pltf. v/s M<sup>r</sup>. Patricx, deft. Pltf. demands, that deft. shall say, whether the tobacco, which he delivered to the Heer Steenwyck belong to Samuëll Smitt or not, as 13 hhds. are marked with two S's and one hhd. with his mark. Deft. answers, Yes; and that Samuel Smitt gave them to him to deliver to the Heer Steenwyck.

Cristientje Capoen, pltf. v/s Kersten Janzen and Hendrick Janzen Sluyter, defts. Pltf. demands to be indemnified for sods, which the defts. took without her consent from her meadow, and moreover to pay something for the poor. Defts. say, they did not know that it was her

land. Defts. returning were reprimanded by the W: Court and charged not to do so any more.

Hendrick Hendrickzen Obe, pltf. v/s Willem Pieterzen de Groot, deft. Pltf. demands, that deft., suing as att'y for Antony Rigge, shall prove the justice of his claim concerning the 75 gl. according to the order given to Antony Rigge dated 24 Sept<sup>r</sup> 1657, whereof no proof is exhibited. Deft. says, he holds to the judgment of the Magistrates, and that Antony Rigge worked five weeks on board the bark, earning thirty six guilders a month and spent thirty guilders board. Pltf. produces an *Acte* of the Court Messenger Gysbert Op Dyck, dated 22 August, wherein he told Antony Rigge in the name of Pieter van Couwenhoven to take care of the bark and that his wages shall go on as before, which he undertook. Burgomasters and Schepens order Willem Pietersen de Groot to prove, when Antony Rigge went on board and left the bark and how long he served.

Frerick Hendrickzen, pltf. v/s Wessel Gerrizen, deft. Defts. 2<sup>nd</sup> default. Pltf. demands from deft. according to obligation forty eight guilders. The W: Court order deft. to deposit the monies with Secretary of this City.

Jan Janzen van Schorel, pltf. v/s Arien Janzen Visser, deft. Pltf. demands from deft. six beavers. Deft. acknowledges the debt and requests fourteen days time. The W. Court order the deft. to pay the pltf. precisely in fourteen days.

Andries Joghimsen, pltf. v/s Jan Lauwerens Jun<sup>r</sup>, deft. Pltf. concludes in writing, that deft. shall be condemned to pay him the surgeon's bill and in addition thirty guilders for the pain and hurt, as he had wounded him by the discharge of a gun. Deft. says he fired a gun on the arrival of a bark and had previously looked out and seen no one. The W. Court order deft. to pay surgeon's fees.

Schepen Joannes van Brugge, pltf. v/s Sybout Clazen, deft. Deft. in default.

Samuel Etsal, pltf. v/s M<sup>r</sup> Patricx, deft. Pltf. in default.

Cornelis Pluyvier, pltf. v/s Carel van Brugge, deft. Deft. in default.

Dirck Smitt, pltf. v/s Mary Peeck, deft. Deft. in default.

Jan Eraat, pltf. v/s Aris Otte and his wife, defts. Pltf. in default.

Bartholdus Maan, pltf. v/s Barent Cruytdop, deft. Deft. in default.

Pltf. exhibits a judgment ag'st deft. He was ordered to cause him to be summoned.

Andries Joghimzen, pltf. v/s Joris Dopzen, deft. Dft. in default.

Skipper Jacob Jansen Huys appears in Court with Jan Joghimsen, his pilot, Jan Clazen, cook, and Andries Andriesen, carpenter, as witnesses relative to the delivery of the thirty three elk hides belonging to M<sup>r</sup> Balthus and Jan Clazen declares, that he counted out the elk hides from the hold of the boat, where they were again counted by Jan Joghimsen and again counted over on the dock, by the scales, by Jan Claasen and Andries Andriesen and found each time the number of thirty three. The pilot, cook and carpenter were asked, if they are willing to confirm their declaration on oath? Answer, Yes. Skipper Jacob Jansen Huys demands over and above the freight, payment of costs and loss of time. Burgomasters and Schepens order Balthazar de Haart to pay skipper Jacob Jansen Huys the nine and twenty guilders freight and moreover the Secretary's and Messenger's costs.

Daniel Van Donck demands execution on the judgment dated 24 May 1661. against Andries de Haas. The W: Court order the Bailiff to put these in execution.

Schepen Timotheus Gabry demands execution on the judgment, dated 5 July 1661, against Jacob Jansen Huys. The W. Court order Bailiff to execute these.

Isaack Kip appearing in Court demands, that he may lift the monies belonging to Hendrick Jansen Grever attached in the hands of Joost Carelsen, as he has not appeared on summons. The W. Court order Isaack Kip duly to summon Hendrick Jansen Grever.

M<sup>r</sup> Coö appearing in Court requests, that the attachment made on the monies of Nicolaas Grey in the hands of Jan Arcet, *alias* Coopal, be declared valid. Burgomasters and Schepens declare the attachment valid and order M<sup>r</sup> Coö to communicate the same to the Magistrates at Vlissingen (Flushing).

On the petition of the Bailiff Mattheus de Vos, wherein he requests, that he may receive for each judgment, according to the 4<sup>th</sup> 5<sup>th</sup> and 6<sup>th</sup> art<sup>s</sup> of his Instruction from the successful party, what the W. Court shall please to appoint for the advantage of him, the petitioner, also to receive money before serving a notice, summons and renewal. Marginal order:

—Burgomasters and Schepens in regard to the fourth, fifth and sixth points, refer to the order and instruction dated 6<sup>th</sup> Feb<sup>y</sup> 1655 given to the petitioner from the R<sup>t</sup> Hon<sup>ble</sup> Director Gen<sup>l</sup> and Council regarding the taking of money before serving a notice, summons and renewal, Burgomasters and Schepens allow the petitioner so to do, if he will or not.

Alexander Carolus Curtius communicates in writing the offer of his services, if this City will contribute to him six hundred guilders a year in beavers, on condition of receiving no contribution from the youth. Whereupon serves as marginal order:—Burgomasters and Schepens refer the petitioner to the Rt Hon<sup>ble</sup> Director General and Council of New Netherland.

On the petition of Symon Janzen Romein in quality as att'y of the interested creditors of Pieter Jacobsen Buys, wherein he requests, that the execution on said Buys' house be annulled, the notices quashed and that Pieter Rudolfus' widow shall take her recourse on the other effects and lands being on Long Island. Marginal order:—Burgomasters and Schepens decree, that the execution shall take its course, or that the petitioner shall satisfy the creditors here.

On the rejoinders both of David Wessels deft. against Symon Janzen Romein, att'y of Dirkje Janzen; and Jan Jelis, the younger, against Tielman van Vleeck, att'y of Alexander d'Hinoyossa, ordered:—The W: Court order copy to be furnished to party, and parties were ordered to desist from further production, to exchange their papers with each other, and to produce their deduction and principal intendit per inventory at the next Court day.

Tuesday, 19<sup>th</sup> July 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen van der Grift, Allard Anthony, Timotheus Gabry, Pieter van Couwenhoven, Jan Vigne, Jeronimus Ebbinck.

Hendrick Hendrickzen Obe, pltf. v/s Willem Pieterzen de Groot, deft. Whereas the deft. remains in default of proving the justice of his a/c., conformably to the order of the W: Court, dated 12 July last, the pltf. concludes to be absolved from the suit entered against him dated 28 June, and sues for condemnation in the costs of this process, according to taxation and estimate of the W: Court. Deft. requests by petition an end of the case and that pltf. shall declare on oath, that he was not in his

service, nor to owe any money for rent, nor promised to pay, also that he signed Antony Rigge's monthly wages in his book, or that he knows nothing about it. Hendrick Hendricksen was asked, if he does not know, that Antony Rigge served on the bark? Answers, No; but knows well, that an order was given by the Heer Couwenhoven, that he should go on board the bark. Willem Pietersen undertakes to prove the same. Burgomasters and Schepens order Willem Pietersen de Groot to prove so.

Cornelis van Gesel, pltf. v/s Wessel Gerrisen, deft. Pltf. demands from deft., according to judgment dated 12 June 1658 of the Court of N. Amstel in the South River, the sum of fl. 660. in fulfillment of contract dated 13. Feby, 1658. entered into with him, demanding sequestration with interests and costs. Deft. says, he does not owe so much, producing for this purpose an offset a/c. Burgomasters and Schepens refer the matter in question to Cornelis Steenwyck and Jacobus Backer, old Schepens of this City, to discuss parties' case, to decide the same, and if possible to reconcile them; if not, to report their action to the Court.

Cornelis van Gesel, pltf. v/s Lieve Ottes, deft. Pltf. persists in his conclusion entered against the deft. on the 12 July last, with costs, according to rendered protest, as the deft., in his quality, has made an unjust demand on him on behalf of Barent van Wely, inasmuch, as he cannot demand a debt from him on a/c of his brother D<sup>e</sup> Welius, and considering him in the matter of the wine nothing else, than his brother's heir and he acted towards him otherwise, than he was bound to do. Burgomasters and Schepens having considered the return of Cornelis Steenwyck and Jacobus Backer, old Schepens of this City, approve the same, and therefore order Cornelis van Gesel immediately to furnish Lieve Ottes in his quality, before the going down of the sun, particulars of a/c. as well of the writing fees of the Secretary, summons fees of the Court Messenger and of the costs accrued on appearance, which costs the deft. Lieve Ottes was ordered to satisfy and pay, the attachment remaining so long valid until it is fulfilled.

Frerick Hendricksen, pltf. v/s Wessel Gerrizen, deft. Pltf. demands from deft. 48. gl. on an obligation for rent. Deft. says, that pltf. has not made the house tight according to promise, and has consented to allow him to re-hire the house, which he has done for 24 gl., whereof he, the pltf. has rec<sup>d</sup> ten guilders, which the pltf. does not deny. Burgo-

masters and Schepens having heard parties decree and order Wessel Gerrisen to pay Frerick Hendrickzen four and twenty guilders, and the pltf. has to recover the other four and twenty guilders from the persons to whom he again hired, as he has received from the same a portion of the rent.

Isaack Willemsen, pltf. v/s Marten Mayer, deft. Pltf. demands from deft. one hundred and fifty gl. Hollands Currency according to obligation and interest at twelve per cent. Deft. admits the debt. The W: Court order deft. to pay pltf.

Joannes Vervelen, pltf. v/s Augustyne Heermans, deft. Pltf. demands ratification of a transport, regarding a lot conveyed by deft. to Symon Joosten, and costs of fencing, saying that deft. troubles and sues him. Deft. produces certain extract from the minutes against Symon Joosten dated 9. Octob. 1656. and requests that judgment may take effect. Burgomasters and Schepens persist in the judgment produced.

Schepen Pieter van Couwenhoven, arrestant and pltf. v/s Aucke Janz, arrested and deft. Pltf. demands from deft. balance according to settlement of thirty nine guilders for purchase of a beast. Deft. denies the debt., saying pltf. still owes him 28 gl., acknowledges to have bought a beast of Gerrit Gyberzen, but does not know, to whom it belonged and paid for the same to Gerrit Gysberzen's wife. The W. Court order Aucke Jans to prove, that he has paid for the beast to Gerrit Gysbersen's wife, remaining in arrest until the proof unless he gives sufficient bail.

Wernaer Wessels, pltf. v/s Pieter Nouwel, deft. and Jeems Mils' bark attached. Jan Jelis, the younger, appears in the name of Wernaer Wessels and for himself in Court, prosecuting the attachment issued against Jeems Mils' bark and says he summoned Pieter Nouwel to hear the prosecution of the arrest. Burgomasters and Schepens declare the arrest valid.

Cornelis Pluyvier, pltf. v/s Carel van Brugge, deft. Defts. 2<sup>nd</sup> default. Pltf. demands from deft. one hundred guilders and eight stivers for consumed drink. The W: Court order deft. to deposit the money with the Secretary of this City.

Dirck Jansen Smitt, pltf. v/s Mary Peeck, deft. Defts. 2<sup>nd</sup> default. Pltf. demands from deft. twenty five beavers for rent according to obligation and three months more rent in addition, making together thirty one

beavers. The W. Court order deft. to deposit the money with the Secretary of this City.

Marten Mayer, pltf. v/s Cornelis Janzen Clopper, deft. Pltf. in default.

Pieter Janzen van de lange Straat, pltf. v/s Arien van Laar, deft. Deft. in default. Pltf's wife entering demands, that she may arrest the deft. Burgomasters and Schepens grant the woman her request.

Eldert Jurriaanzen, pltf. v/s Pieterje Jans and Jan Claazen Ruiter, her son, defts. Defts. in default.

Eldert Jurriaanzen, pltf. v/s Paulus Heimans, deft. Deft. in default. Schepen Joannes van Brugh, pltf. v/s Sybout Clazen, deft. Both in default. On the written answer, by request, which Van Brugh should institute on the demand against him, is ordered: The W: Court order copy to be furnished to party, to answer thereunto at the next Court day.

Pieterkje Jansen, pltf. v/s Samuel Etsal, deft. Deft. in default.

Pieterkje Jans, pltf. v/s Wessel Wesselsen, deft., to make declaration relative to some hides. Wessel Wesselsen entering declares to have had a letter from Jan Gerrizen, wherein he states, that he should deliver ten hides to Hermen Douwsen; and that he fell into the water, whereby the letter having got wet, it went to pieces.

Jan Janzen Bestevaar, skipper of the ship the *Trou* (the Faith) appears in Court demanding, wherefore are his papers attached? Thereupon was answered, because he has not paid the wharfage. Whereunto he again replies, he has not refused to pay his quota, as heretofore, but he cannot consent to pay the whole, because the principal of the charterers will not repay it to him. Thereunto he was again answered, the other skippers pay it, and in the collecting the freight to bring the same in his merchants or charter parties' a/c. Jan Jansen Bestevaar again entering, was notified, that the Magistrates decide, he must pay the whole of the wharfage. Thereunto he answers, he cannot resolve on that, but as heretofore will pay one third, requesting discharge of the attachment on his papers. Burgomasters and Schepens order Jan Jansen Bestevaar to pay the wharfage, the papers remaining so long attached.

Isaack Kip entering requests, as on the last Court day, to be allowed to lift the monies of Joost Carelsen. Was ordered first duly to summon Hend: J: Grever.

Solomon La Chair, entering says, he comes in the name of Paulus Blyenberg and demands, that the attachment issued on Samuel Smitt's tobacco in Cornelis Steenwyck's hands be declared valid. Burgomasters and Schepens declare the attachment provisionally valid.

Metje Wessels and Wernaer Wessels request by petition, that curators may be appointed by the W: Court over the insolvent estate of Reyndert Jansen Hoorn. Burgomasters and Schepens authorize and qualify as curators Joannes van Brugh, Jacob Backer and Wernaer Wessels.

Symon Jansen Romein in quality etc. requests by petition, that the execution for the sale of Pieter Jacobzen Buys' house may be deferred until the arrival of the widow of Pieter Rudolfus. Whereupon is endorsed; Petition is granted.

On date 20<sup>th</sup> July appeared before me Joannes Nevius, Secretary of this City of Amsterdam in N. Netherland, Cornelis van Gesel declaring to appeal to the R't Honorable Direct<sup>r</sup> General and Council of N. Netherland from the judgment pronounced by Burgomasters and Schepens on the date of the 21<sup>st</sup> past between him and Lieve Ottes.

Extraordinary Session, on Thursday the 21<sup>st</sup> July 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leendersen van der Grift, Allard Anthony, Tymotheus Gabry, Pieter van Couwenhoven, Jan Vigne, Jeronimus Ebbinck.

Willem Janzen van Borckelo, pltf. v/s Annetje Dircks, widow of Dirck Smit \* dec<sup>d</sup>, deft. Pltf. requests exchange on Holland for house and lot sold to her for the sum of six hundred and forty guilders according to deed of sale thereof passed before the Notary Pelgrum Clocq and witnesses, 24 May 1661. Deft. concludes in writing for the annulment of the sale, inasmuch as it was not arranged or divided into four parts when the sale occurred, and says that pltf. could not deliver the house as commanded, which pltf. denies. Burgomasters and Schepens having

\* Dirck Smith had been an Ensign in the troops of the W. I. Company and had served as such against the Swedes on the Delaware in 1655 and against the Esopus Indians in the following years. He married in 1654 Anneke Dirks Meyer and died in 1661. The house and lot sold to his widow, as stated above, was on the W. side of the present Broad Str., about 225 feet N. of Beaver. *Valentine*, Manual '65, 682. Ensign Smith had also land, 54 Morgens or 108 acres, on Mespath Kil, Newtown, L. I., which is the farm his widow sold, as per Minutes of March 22, 1661.—B. F.

heard parties decree and adjudge, that the sale of the house and lot in question shall stand, as the same, like other property given up on inventory, is signed by the chosen guardians; they order the deft. to execute according to deed of sale a bill of exchange for the promised purchase money and condemn her in the costs of suit.

Burgomasters and Schepens, assembled, conclude and order the following *Acte* to be furnished to the Notary Pelgrum Clocq.

ACTE.

Whereas you, Pelgrum Clocq, Notary Public here, have declared to the Burgomasters, that Lucas Dircksen had been chosen by Annetje Dirck, widow of Dirck Smitt as attorney for the sale of the house and lot by Willem Jansen van Borckeloo to said Annetje, which is not inserted in the bill of sale; whereas also said Lucas Dircksen, when asked by Burgomasters and Schepens, whether he had been so elected by said Annetje, answered No; whereas further many mistakes have often occurred in other papers, drawn up by you, which may lead to great mischief,—Therefore, as according to the Law of the Orphan Masters no Notary is allowed to draw up papers, relating to widows or orphans, without an attorney or guardian having been chosen, you are hereby ordered and charged by the Burgomasters and Schepens of this City, not to draw up during six weeks from date, any instruments appertaining to the Subaltern Court of this City. Done as before.

On date 26 July Jan Jurriaansen Becker produces the judgment, which he has obtained against Carel van Brugge, saying that the President said, he authorized the Bailiff to execute it. On which judgment is endorsed:—The Bailiff is ordered to execute these.

Which order is also made on the judgment in favor of M<sup>r</sup> Balthus against Rutgert Jansen.

Sieur Johannes de Peister, old Schepen of this City, and Pieter Jacobsen Marius are hereby authorized and qualified by Paulus Leenderzen van de Grift, President of the Burgomasters and Schepens of this City, as arbitrators to decide the questions and differences between M<sup>r</sup> Leeck and Willem Lambert; to reconcile parties if possible, if not, to report their award to the Heer President. Done, Amsterdam in New Netherland 12 August 1661.

Ordered on the judgment of Abraham [Jansen], the carpenter,

dated 5 July against Jacob Jansen Moesman; The Bailiff is ordered to put these in execution. Done, Amsterdam in N. Netherland, 13<sup>th</sup> Aug<sup>r</sup> 1661.

The Bailiff Mattheus de Vos is hereby ordered and authorized by the Burgomasters of this City, to seize the house mortgaged by Wernaer Wessels to Bartholdus Maan for the claim, which he has against Wernaer Wessels, to sell the same by execution for the payment of the claim by virtue of judgment which he has. Done, Amsterdam in New Netherland the 15<sup>th</sup> August 1661.

Extraordinary Session, holden on Tuesday, 16<sup>th</sup> August 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Lenderzen van der Grift, Tymotheus Gabry, Pieter Wolfersen van Couwenhoven, Joannes van Brugh.

Eduard Leake, pltf. v/s Ritzert Airy, deft. Pltf. concludes in writing, that deft. shall be condemned to execute in his favor due receipt for ten months and a half expired hire of the bark named, the *Providence*, also of ten months wages earned on the abovenamed bark amounting together to the sum of seventy seven pounds sterling, fifteen shillings and five stivers, according to a/c exhibited in Court; also in and for indemnity for all costs, damages and interests, suffered and yet to be suffered on account of the deft's delay and unwillingness, principal since 25<sup>th</sup> July last, when the question between him, the pltf. and the deft. was decided and approved by parties, after previous compromise, by arbitration award of Paulus Leenders<sup>r</sup> Van der Grift and Cornelis Steenwyck, as is appearing by the award shewn to the Court; further for indemnification with Willem Lambert for a hhd. of tobacco, sold to Sieur Govert Loockermans, not belonging to them, all with costs. Deft. requests, that the case be, under security, postponed until his return here, or that the case be tried in New England. Burgomasters and Schepens having heard parties; considered and weighed the decision of arbitrators (after entered compromise and approval of parties) approve the same, and condemn the deft. Ritzert Airy to obey and fulfill the aforesaid award and to give M<sup>r</sup>. Leake an acquittance in due form; regarding the indemnity for the hhd. of tobacco, Burgomasters and Schepens find, both by declarations approved by the pltf. as by the examination of Ritzert Airy, confessing to

have been satisfied for the sold tobacco and that the same did not belong to him, that Ritzert Airy has transgressed therein, therefore condemn him to pay to Mr Eduard Leake and Willem Lambert the sum of thirty six guilders; all with costs herein accrued, and further dismiss pltf's entered demand and assumed conclusion.

On date 20<sup>th</sup> Aug. 1661. M<sup>r</sup> Leake requests by petition, that he may be granted further explanation of the judgment, dated 16<sup>th</sup> August last, or that the aforesaid judgment be so changed, that the meaning and decision of the W: Magistrates may be distinctly and clearly drawn up, plainly and simply without dubiousness and obscurity, to the end that he, who is here triumphant, may not, if drawn before the Court either in Virginia or elsewhere for the above reasons, succumb by want of clear proof. On which petition is endorsed; Burgomasters and Schepens decree by their pronounced judgment in the suit between Eduard Leake and Ritzert Airy, dated 16. August 1661, that Ritzert Airy shall pay to him, M<sup>r</sup> Eduard Leake, not for the whole hhd. of tobacco but for the missed tobacco of Eduard Leake, which the aforesaid Ritzert Airy and sailors have alienated together, the sum of thirty six guilders. Done, Amsterdam in N. Netherland the 20<sup>th</sup> August 1661.

Extraordinary Meeting, Saturday 27. Aug<sup>r</sup> 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen Van der Grift, Tymotheus Gabry, Pieter van Couwenhoven, Joannes van Brugh, Jan Vigne.

Whereas the Board is not complete, the matter regarding the publication and renewal of the Placard is postponed till the full meeting; as also the disposal of the question of the hearth money.

On Saturday, 10<sup>th</sup> Sept<sup>r</sup> 1661. In the City Hall. Present the Heeren the Rt. Hon<sup>ble</sup> Petrus Stuyvesant, Allard Anthony, Paulus Leenderzen van der Grift, Tymotheus Gabry, Pieter W: Van Couwenhoven, Joannes Van Brugh, Jan Vigne, Jeronimus Ebbinck.

The Rt. Hon<sup>ble</sup> General states, he had understood with regret, that there exists some difference between the Burgomasters and Schepens, which in the present circumstances of the times ought to be prevented. He says, if any new taxes are to be imposed, it must be by and with advice of the Schepens; then if they have been already established

before now, that need not therefore be taken; offering further, the reasons why the bakers should have to take out a license.

Burgomasters request from the Rt. Hon: General a separate instruction besides the instruction of Burgomasters and Schepens; whereunto his Hon: answers he cannot do that, neither individually nor with his Council.

Pieter van Couwenhoven asks, if the Burgomasters can impose any new tax without the knowledge of the Schepens? whereunto his Hon: answers, Yes as regards the imposition of the Hearth Money; and that the Instruction regards new imposts, and that this is old.

Tuesday, 13<sup>th</sup> Sept: 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Paulus Leenderzen van der Grift, Timotheus Gabry, Pieter Wolferzen van Couwenhoven, Joannes van Brugh, Jan Vigne, Jeronimus Ebbinck.

Hendrick Hendreckzen, pltf. v/s Symon Hermzen Cort, deft. Pltf. demands from deft. nine guilders seven stivers balance of fl. 19. as per a/c. exhibited in Court and moreover indemnification for a hog killed by deft. with payment of glass thrown out by him. Deft. says, he has an offset a/c; denying having killed the hog and to have thrown out the glass. Pltf. undertakes to prove, that he killed the hog and broke the glass. Burgomasters and Schepens having seen and examined the a/c produced by the pltf. tax the same at fl. 6. 18. and whereas he admits to have received from deft. on the a/c fl. 9. 13 stiv. find that deft. has overpaid him fl. 2. 15., which according to a/c produced is due to Symon Hermzen from him, pltf. regarding the killing of the hog and breaking of the glass, they order the pltf. to prove the same. The Officer requests copy of the demand of Hendrik Hendricksen, which was granted him by the W: Court.

Cornelis Barenzen, pltf. v/s Tomas Swartwout, deft. Pltf. demands from deft. balance of fl. 195. and the costs accrued thereon for payment of a lot. Deft. promises not to depart or he shall pay the pltf. according to a/c. The W Court order the deft. to give satisfaction to the pltf., for what belongs to him.

Joannes Vervelen, pltf. v/s Reinier the baker, deft. Pltf., as atty. of Joost de Backer, demands for him from deft. eight beavers accord-

ing to obligation. Deft. answers in writing; and whereas deft. has not signed his answer, default is granted in favor of the pltf.

Schepen Pieter Wolferzen van Couwenhoven, pltf. v/s Jacobus Vis, deft. Deft. in default.

Hans Stein, pltf. v/s Evert Mareschal, deft. Deft. in default.

Abraham Martenzen, arrestant and pltf. v/s Pieter Lucasen, arrested and deft. Both in default.

Pelgrum Clock, pltf. v/s Salomon La Chair, deft. Both in default.

Reintje Pieters, pltf. v/s Eghbert Wouterzen, deft. Both in default.

Jan Janzen, the younger, pltf. v/s Pelgrum Clocq, deft. Both in default.

Jan Janzen, the younger, pltf. v/s Francois de Bruyn, deft. Both in default.

Jan Janzen the younger, pltf. v/s Jacobus Vis, deft. Both in default.

Dirck Janzen Smitt, pltf. v/s Mary Peeck, deft. Pltf. in default. Sybrant Janzen Galma appears in Court requesting, that the attachment made by Dirck Jansen Smitt on the monies of Mary Peeck in the hands of Jan Ariaansen, ship carpenter, be declared invalid, as the same are pledged to him by deed of sale.

Metje Wessels, pltf. v/s Carel van Brugh, deft. Both in default.

Metje Wessels, pltf. v/s Hermen Dowzen, deft. Both in default.

Joannes Vervelen, pltf. v/s Antony Baguyn, deft. Deft. in default.

M<sup>r</sup> Jacob Hugens, pltf. v/s Arent Jurriaanzen Lantsman, deft. Deft. in default.

Herry Peers, pltf. v/s Arent Cornelissen Vogel, deft. Deft. in default.

Lucas Dircksen, pltf. v/s Tryntje Heimans, deft. Deft. in default.

Jan Teunizen, pltf. v/s Francois Soleil, deft. Pltf. in default.

Jan Hubon, pltf. v/s Ambrosius de Weerhem, deft. Both in default.

Geertruyt Samsons, pltf. v/s Cornelis Vermeulen, deft. Both in default.

Aefie Rinckhout, pltf. v/s Jacobus Vis, deft. Deft. in default.

Isaack Vermuelen, pltf. v/s Jacobus Vis, deft. Deft. in default.

Hermen Jacobsen, pltf. v/s Reinier, the baker, deft. Deft. in default.

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

Tomas Muller, pltf. v/s Rutgers Janzen, deft. Both in default.

Hendrick Janzen Smit, pltf. v/s Evert Mareschal, deft. Deft. in default.

Joris Dopzen, pltf. v/s Reinier Gaukes, deft. Deft. in default.

Eghbert van Borssum, pltf. v/s Hermen Dowzen, deft. Deft. in default.

Mighiel Tades, arrestant and pltf. v/s Aucke Janz. arrested and deft. Deft. in default. Burgomasters and Schepens declare the arrest valid.

The Officer Pieter Tonneman, pltf. v/s Arien Janzen Visser, deft. The Officer produces pursuant to the order of the W: Court, dated 12 July last, two different declarations, that deft. had been fighting or was at handgrips with one Rutgert Jansen, saying, if additional proofs are necessary, he can get them. Again, therefore demanding the fine of 25 gl. according to placard with costs. Deft. denies again to have been fighting, saying that they had been wrestling with each other in play. Requests copy of the evidence. Burgomasters and Schepens having seen the proofs of the Officer and heard the demand, condemn the deft. in a fine of twenty five guilders with costs.

The Officer Pieter Tonneman, pltf. v/s Jonas Willemzen, deft. Pltf. says, that deft. has been fighting with one Hendrick and Abraham Lambersen Mol; demanding the penalty of 25 gl. according to Placard with costs. Deft. acknowledges to have had a fight, saying that it occurred about some wood, and that Hendrick abovenamed caught him by the hair and struck him, but he did not strike back. Burgomasters and Schepens order the Officer to cite again Jonas Willemsen and his party by the next Court day.

Burgomasters and Schepens enquire of the Officer, if he has received the fines from the bakers? Answers, Yes. They therefore decide to divide the same between the justices of the City, the Poor and the Church. Was asked, again, if he had not taken information on the case formerly occurring in the Smits Valley at the house of Pieter Lauwerens, also between Nicolaas Mayer and Denys Isaacksen.

Jan Ariaanzen appears in Court exhibiting an acte furnished to the Court Messenger by Mr. Decker, to attach in the hands of the skipper the monies, which he has earned for wages in the ship the *Pearl*, and asks if such can be done? As the Court Messenger, who has served the attachment is not present, nothing is done in the matter.

Joannes Vervelen requests by petition, that Augustine Heermans be ordered to let him, the petitioner, remain in possession of his lot as the same is measured by the Surveyor and not molest him about this any more; making demand, on the contrary of costs. Marginal order:—The W. Court persist in their last rendered judgment dated 19 July 1661.

On the petition of Mighiel Tades concerning some difference about a claim, which Walewyn van der Veen has against him, Marginal order:—If the petitioner finds himself aggrieved, he can duly summon his party on the next Court day.

Paulus Blyenberg appears in Court exhibiting some a/c and papers who, being about to depart for Fatherland, requests before he places them in the hands of his agent to swear to the correctness of the same. Whereupon it was ordered, first to authenticate the same, and then to go to the Officer and there swear to the same in the presence of two Schepens and two Englishmen.

Abraham Martenzen appearing in Court requests payment of an obligation from Pieter Lucasen. He was ordered to speak to Pieter Lucasen, when he comes from above.

The Officer Pieter Tonneman requests, that the judgment against Lucas Dircksen, dated 5 July 1661 may be put in execution. The Bailiff was ordered to put these in execution.

Maria Besems requests by petition, that Gerrit van Tright furnish her with his claims against Boudewyn van Nieuwlandt. Marginal order: *Fiat*; and M<sup>r</sup> Gerrit van Tright is ordered to furnish Maria Besems with his claims against Boudewyn van Nieuwlandt.

Mattheus de Vos, att'y *ad lites* of Reynier Rycken and Tomas Jansen Mingael, requests by petition, that Solomon La Chair individually and as attorney of Jan Rutgers, shall answer the pieces in the suit furnished him before the vacation. Apostille: *Fiat ut petitur*: And Solomon La Chair is ordered to defend, by the next Court day, the papers of the suit herein required. Solomon La Chair is hereby ordered by the W. Court of this City to answer on the next Court day the pieces in the suit, which Mattheus de Vos, as att'y *ad Lites* of Reinier Rycken, has instituted against him; also what suits he as att'y of Tomas Jansen Mingael has instituted against Jan Rutgersen.

Mattheus De Vos, as att'y *ad lites* of Allard Antony and Paulus Leen-

dersen van der Grift, requests by petition, that the W: Court may appoint two Schepens to hear and examine Barent van Maarle on interrogatories on oath, in presence of the Officer Pieter Tonneman. Marginal order: *Fiat ut petitur*. And thereunto are appointed by the W. Court Pieter Wolferzen van Couwenhoven and Jeronimus Ebbinck.

Jacobus Vis requests by petition similar Commissioners from the W: Court to hear Pelgrom Clocq on interrogatories on oath in the presence of the Officer Pieter Tonneman. Marginal order: *Fiat*, and thereunto are commissioned by the W Court Pieter Wolferzen van Couwenhoven and Joannes van Brugh.

The Bailiff Mattheus de Vos is hereby ordered and authorized by the Burgomasters and Schepens of this City to seize the house of Jacob Janzen Moesman, to sell the same by execution for fulfillment of the judgment pronounced in favor of Abraham (Jansen), the carpenter, dated 5 July last; done as above.

Jan Jurriaanzen Becker requests by petition to lift the seventy guilders belonging to Wessel Gerrizen, attached in the hands of Paulus Leenderzen van der Grift. Marginal order: Petition is granted.

Extraordinary Session on Wednesday, 14 Sept: 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Paulus Leenderzen van der Grift, Timotheus Gabry, Pieter Wolferzen van Couwenhoven, Joannes van Brugh, Jan Vigne, Jeronimus Ebbinck.

The President states, that he, with Paulus Leendersen van der Grift, has been with the Rt Honble. Director Gen'l. and informed his honor, that Joannes de Decker has served an attachment on the monies of Jan Ariaansen earned on the ship the *Pearl*, and in the hands of the skipper, and asked if his Honor was aware of it? Thereupon his Honor answered, No: that therefore the arrest could not be valid.

Isaack Vermeulen, pltf. v/s Jacob Vis, deft. Pltf. demands of deft. payment of three hundred and seventy five guilders Hollands Cur'y @ one hundred and fifty gl. a year promised him, and he served two years and a half; and in addition sixty guilders in beavers. Dft. produces three letters, one from the pltf. and two from his mother, whereby he will prove, that pltf. is not allowed any wages and says he promised him nothing but according to his discretion, and if he can declare on oath

that he has promised him ten, twenty, thirty, or forty guilders a month or a year, he shall have them, saying, that the pltf. owes him ten, twenty @ thirty guilders, disbursed in seawant to him, according to proof by his book. Pltf. says, he will affirm on oath, that deft. promised him one hundred and fifty guilders a year Holland Currency. Deft. says, he promised to take the pltf. free out and back, but no hundred and fifty guilders Holland Currency. Isaack Vermeulen being asked, if he can with a good conscience declare on oath, that he was promised one hundred and fifty guilders a year Holland Currency by Jacobus Vis? Answers, Yes. But referring the matter to Jacobus Vis, he answers, to defer it to him. Burgomasters and Schepens find, that the letters produced are not material, therefore deferring to Isaack Vermeulen, the same hath taken the oath at the hands of the Officer Pieter Tonneman: they therefore condemn Jacobus Vis to pay within three times twenty four hours to Isaack Vermeulen the three hundred and seventy five guilders in Holland currency, or the value thereof and in addition sixteen guilders in beavers with costs of suit; on condition of deducting the twenty seven beavers and a half, which Isaack Vermeulen acknowledges to owe to him: regarding what Isaack Vermeulen should owe to Jacobus Visas may appear from the book, Jacobus Vis is ordered to furnish particulars thereof to Isaack Vermeulen within the time of four and twenty hours.

Allard Anthony.

Joannes de Decker appears in Court stating that he had summoned one Jan Ariaansen, ship-carpenter, for two years past before this W. Court, but he remained in default of appearing; and whereas a considerable sum is due to him by the aforesaid Jan Ariaansen and perceiving that he was not to receive any thing from him except by accident, says he attached some monies which he had to the good from the ship the *Pearl*, to take advantage of them. Whereupon his Honor was answered, that, according to custom and usage no attachment could be made on the property of Burgers, before they are legally got at. To which his Honor replies, if it were a person, against whom there were other redress, he should proceed otherwise. Burgomasters and Schepens, after Joannes de Decker was again called in, he having stood outside a short time, declare that it was decided by their Worsp. that nothing else can be done in the matter.

Aafie Rinckhouts, pltf. v/s Jacobus Vis, deft. Pltf. demands from

deft. five beavers balance of nine given to him, to buy one thing or the other for her, which were expended by him. Deft. says, he has nothing to do with pltf. but with Daniel Rinckhout, producing some letters and writings, from which it appears that he has enjoyed and received from Daniel Rinckhout, seven whole and two half beavers, on which beavers Rem Jansen Smitt gave her a tub of butter, reckoned at three beavers, saying further that he sent one tub of mackerel, which should have been handed to her by Rem Jansen abovenamed. Pltf. denies having received a tub of mackerel, and says that she was with the deft. to Rem the smith, who declares, he gave her no mackerel and she rec<sup>d</sup> nothing from him except fifty six pounds of butter; saying further, Claartje Alders had authority to get the beavers from the deft., but could not get them; whereupon Claartje Alders being heard, says that Jacobus Vis told her, he must have beavers from Daniel Rinckhout. Jacobus Vis, entering promises to satisfy the pltf. on condition of holding his guarantee on Rem the smith. And whereas Aafie Rinckhout has no procuration from Daniel Rinckhout, her brother, Burgomasters and Schepens, therefore, order to satisfy and pay the balance of five beavers, which he still owes to Claartje Alders, att'y of Daniel Rinckhout, within the space of four and twenty hours; with costs of suit.

Extraordinary Session on Saturday 17<sup>th</sup> Sept<sup>r</sup> 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Paulus Leenderzen van der Grift, Timotheus Gabry, Pieter van Couwenhoven, Jeronimus Ebbinck..

Pieter Pieterzen Smitt, pltf. v/s Cornelis Pluyvier, deft. Pltf. produces in writing his demand against the deft. demanding according to obligation dated 18<sup>th</sup> August 1660, ninety nine good merchantable beavers or good tobacco, inspected by two indifferent persons chosen thereunto, as being good, @ six stivers the pound, arising from eleven hhds. of French wine payable precisely in the trade season of 1661, either in tobacco or beavers; concluding further for the restitution or payment of a certain quantity of wares or merchandize left with deft. A<sup>o</sup> 1660. on condition to trade them for ready money, or to retain them by till pltf's return from *Patria*; together with five beavers for one box of tumblers and glasses delivered to the deft. all with costs. Deft. says, he has nothing

to object to the obligation, but cannot pay him at present, because he depended on Sieur Augustine Heermans from whom, by obligation exhibited to the W: Court, he must have as much and more payment, which is due; but cannot have it in consequence of misfortune, which he has suffered: respecting the wares and merchandize, he sold the same to the aforesaid Augustine Heermans wife, as appears by obligation, whereof the time is not yet expired; and as regards the box of tumblers and glasses he acknowledges to have accepted the same for five beavers, which he promises to satisfy and pay by the first boats coming from Fort Orange, which he also expects. Pltf. replying says, he will affirm on oath, that he gave the wares and merchandizes to sell for cash and not to trust them out and he could satisfy him by returning the same, if unsold. Deft. rejoins and says, he sold the same with his own goods. Burgomasters and Schepens having heard parties and considered and weighed all that is material, adjudge and decree that the deft. Cornelis Pluyvier shall satisfy and pay Pieter Pietersen Smitt, pltf. the ninety nine beavers or good tobacco according to obligation and in addition the five beavers for the box of tumblers and glasses. Regarding the wares and merchandize Burgomasters and Schepens decree that Pieter Pietersen Smitt shall hold himself content with the obligation passed therefor, condemning the deft. in the costs of this suit.

Allard Anthony.

The President states, that Burgomasters yesterday had summoned the bakers before them and that Hendrick Willemsen, baker, appearing declared, that the one baker raised the price of the grain on the other,\* and as heretofore the flour was sifted from the meal, that the bran is now separated and bread baked from it, and that it is forbidden in Holland to bake any bran, but that occasionally some bran was put through the meal, but no use made of it, and that the baker left it frequently to their youngsters (apprentices), when now and again from home, who do not work it sufficiently, whereby the bread is indifferently baked, and that on the contrary no baker in Fatherland leaves it to the boys to set the bread in the oven.

Which statement being considered, Burgomasters and Schepens have concluded and resolved to make known the following *Acte* to the bakers by the Court Messenger.

\* Outbid each other.

All bakers of this City are hereby ordered and charged by the Burgomasters and Schepens on the date hereof underwritten, forthwith as soon as this shall be notified to them, to bake both wheaten and white bread, good and suitable for the accommodation of the Burghers and inhabitants here as well as all others requiring it, if they have flour, on pain of not being allowed to bake for one year and six weeks and fifty guilders fine in addition on those, who are found to have flour and will not bake, and still twenty five guilders more to be forfeited by those, who have not baked good bread fit to be eaten. Done, Amsterdam in N. Netherland, 17<sup>th</sup> 7<sup>mo</sup> 1661.

Extraordinary Session, on Wednesday the 21<sup>st</sup> Septemb<sup>r</sup> 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Paulus Leenderzen Van der Grift, Timotheus Gabry, Pieter Wolfersen van Couwenhoven, Joannes van Brugh, Jan Vigne, Jeronimus Ebbinck.

Jeremias Fredricks, pltf. v/s Sicx vander Stighelen, deft. Pltf. produces in writing his demand against the deft. requesting discharge of the attachment, placed on his goods by deft. for a claim, which deft. pretends to have for purchase and sale of a negro, whom he bought of deft. and the time of payment for whom is not yet expired, and bail for the payment of which he has offered Deft. says, he is not satisfied with the bail and has to look to nobody but to pltf. and that no time was conditioned in the sale of the negro. Nicolaas Verlett and Francois de Bruyn appear in Court, who were asked, if they offered themselves as bail for the payment of a certain negro, whom Jeremias Fredricx bought of Sicx van der Stighelen? Answer, Yes. Burgomasters and Schepens having heard parties, examined the witnesses called by the pltf. and having considered and weighed all that is material decide and adjudge, that Sicx van der Stighelen shall content himself with the bail bond of Nicolaas Verlett and Francois de Bruyn, and whereas he has refused such and the time of payment is not come, for which the arrest was wrongfully made by him, Burgomasters and Schepens condemn the deft. Sicx van der Stighelen in the costs of suit and discharge the arrested goods from attachment.

Allard Anthony.

The President

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Tuesday, the 27<sup>th</sup> Sept<sup>r</sup> 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Paulus Leendersen Vander Grift, Timotheus Gabry, Pieter Wolfersen van Couwenhoven, Jeronimus Ebbinck.

Burgomaster Allard Anthony, pltf. v/s Govert Loockermans, deft. Pltf. prosecutes an attachment issued against the goods, effects and monies of Barent Joghimsen in the hands of Govert Loockermans for a claim amounting to three hundred guilders. Burgomasters and Schepens declare the attachment valid.

Govert Loockermans, arrestant and pltf. v/s Geleyn Verplanck, arrested and deft. Pltf. demands, that the attachment issued against defts. person and goods shall be declared valid and stand good, until the time, that deft. shall render him a/c., proof and reliqua for administration of the goods of his brother in law, Pieter Cornelis<sup>2</sup> Vander Veen dec<sup>d</sup>. Deft. says, he already furnished a/c., proof and reliqua, eight years ago. Burgomasters and Schepens order Geleyn Verplanck to furnish Govert Loockermans a/c. proof and reliqua of his administration, the attachment remaining meanwhile valid.

Abraham Jongbloet (Youngblood), pltf. v/s Govert Loockermans, deft. Pltf. demands in writing, that deft. shall fulfill the contract regarding the hire of his land. Deft. says he made no contract with the pltf. Burgomasters and Schepens refer the matter in question to Tomas Hall and Pieter Jansen Wit to decide the matter in the presence of Schepen Jan Vigne and if possible reconcile parties, if not, to report their action to the Court.

Mighiel Tades, pltf. v/s Walewyn Van der Veen, deft. Pltf. concludes, that deft., as att'y of Isaack de Sterre, shall be condemned to appear before commissioners of the W. Court and there proceed with him to the collation, liquidation and question of a/cs respecting the goods, which he had had of aforesaid de Sterre on half profit; and further to the restitution of what it shall be found that he, pltf., has overpaid, with costs. Deft. says, he has not [been] overpaid, but must still have something from the pltf., demanding that the mortgage may be read. Burgomasters and Schepens having heard parties and examined the produced papers, postpone the case until the next Court day, or a full bench.

M<sup>r</sup> Jan Croon, surgeon, pltf. v/s Geertruyd Samson, deft. Pltf.

demands from deft. two beavers for cure of a wound received by the deft. on board ship. Deft. says, Cornelis Vermeulen wounded her. Burgomasters and Schepens order deft. to pay pltf. sixteen guilders in zeawant.

Geertruyd Samson, pltf. v/s Cornelis Vermeulen, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. the sixteen guilders for the wound. The W: Court order deft. to deposit the monies with the City Secretary.

Joannes Vervelen, pltf. v/s Reinier Willemsen, baker, deft. Defts. 2<sup>d</sup> default. Pltf., as att'y of Jan van Boxel, demands from deft. seven beavers and a beaver muff, according to obligation. The W: Court order deft. to deposit the beavers and muff with the Secretary of this City.

Tomas Swartwout, pltf. v/s David Wessels, deft. Pltf. concludes in writing for condemnation according to a/c. for a balance of one hundred and seventy seven guilders, two stivers and eight pence for a plan sold and service in keeping his books for the space of three years and further for work done to three new screw nuts and one old one, with costs. Deft. says as the plan is paid, there is no question about it, producing his answer in writing. Burgomasters and Schepens condemn the deft. to pay ninety one guilders balance of plan, thirty guilders for book keeping and eleven guilders for the screw nuts, which he had ; otherwise to return them.

Pieterdje Jans, pltf. v/s Samuel Etsal, deft. Pltf. demands from deft. ten ox hides of Jan Gerrisen's, according to declaration of Wessel Wessels, dated 19 July last. Deft. says, he was to have nine hides, and that he was ordered to pay for them to M<sup>r</sup> Prescott the freight of tobacco and that the man has been here, to whom she had ought to have spoken. Pltf. says, she has been here only two day and is about to leave again. Deft. is asked, if he had sold the ox hides separately. Answers, Yes; also let the same be weighed apart. Burgomasters and Schepens having heard parties and seen the declaration of Wessel Wesselsen condemn the deft. to pay the pltf. according to the weigh book.

Pelgrum Clocq, pltf. v/s Evert Mareschal, deft. Pltf., as atty of Arien van Laar, demands from deft. 446 lbs. of tobacco and fl. 18 in seawant according to obligation. Deft. acknowledges the debt and requests time, till he comes from the Virginias, as he has his goods there or until the arrival of the first ship from the Virginias. The W: Court condemn the deft. to pay pltf. in his quality.

Hendrick Janzen Smitt, pltf. v/s Evert Mareschal, deft. Pltf. demands in writing from deft. ninety nine guilders ten stivers for rent, with interest and costs. Deft. says, he has not observed his lease, inasmuch as the cellar was not properly built; requests time till he comes from the Virginias, and says he offered to pay interest from date. Burgomasters and Schepens order deft. to pay the pltf. with costs.

Dirck Janzen Smitt, pltf. v/s Jan Teunizen, deft. Pltf. demands from the deft. according to obligation, thirty one beavers, balance arising from four half aams of Spanish wine, one ox, for one beaver in linen and one coverlet, and says that he has taken back the Spanish wine, but could not draw off more than three half aams full. Deft. says, that pltf. is paid by his wife five and a half beavers and two beavers more at Joghim Ketel's house and another beaver on the coverlet, and owes only seven and a half beavers. Burgomasters and Schepens having heard the arguments of parties and seeing, that the obligation does not agree with the demand, ask if they will submit their dispute to them in quality as Moderators? Answer, Yes. Whereupon their Worships award, in said quality, that Jan Teunissen shall pay Dirck Jansen Smitt, within two years, the quantity of nine beavers in corn at beavers price, wherewith their difference shall terminate.

Paulus Schrick, arrestant and pltf. v/s Hendrick Aarsen Spaniard, arrested and deft. Pltf. demands from deft. two beavers. Deft. acknowledges the debt and says he told him, he should pay him before his departure. Burgomasters and Schepens order deft. to pay the pltf.

Jan Jurriaansen Becker, pltf. v/s Frerick Aarsen, deft. Pltf. demands from deft. five guilders seven stivers, by settlement of a/c. Deft. says, that pltf's. wife bought a chest of drawers for five and twenty guilders. Pltf. says, it was bought for no more than twenty two guilders. The W. Court order deft's wife to appear.

Aafie Rinckhouts requests execution on the judgment against Jacobus Vis, dated 14 Sept' 1661. Whereupon it is ordered: Officer Pieter Tonnenman is hereby requested and authorized by the Burgomasters and Schepens of this City with the Bailiff to put in execution the judgment dated 14 Sept' last pronounced between Aafie Rinckhouts and Jacobus Vis.

Joannes Vervelen appears in Court requesting, that he might receive

from Jurriaan Jansen van Auweryck the bed, which he got from Holland, in virtue of bill of exchange sent back three different times under protest, and in consequence thereof by judgment, which he has against him, if not that the Messenger or keepers be placed in his house, until he shall have paid him his arrears. Whereupon is ordered:—Officer Pieter Tonneman is hereby requested and authorized by the Burgomasters and Schepens to assist the Bailiff to levy execution on Jurrien Jansen van Auweryck for the claim, which Joannes Vervelen has against him by virtue of a judgment dated 28<sup>th</sup> June last. Done.

Joannes Vervelen appears with Francois Allard in Court, saying that Francois Allard has become bail, that Antony Baguyn would appear in Court, and that he does not come. Francois Allard says, that Antony Baguyn told him, the chest with the goods it contains which were brought in consignment to the City Hall of this City, may be sold. Whereupon the Burgomasters and Schepens authorize and empower the Officer Pieter Tonneman to cause the sale by the Bailiff of the aforesaid chest with the goods it contains of Antony Baguyn, being in consignment at the City Hall.

Tuesday 27 Sept<sup>r</sup> 1661. In the City Hall, at Two o'Clock in the Afternoon. Present the Heeren Pieter Tonneman, Allard Anthony, Paulus Leendersen vander Grift, Timotheus Gabry, Jeronimus Ebbinck.

Robbert Roelantzen and Abraham Janzen, pl<sup>ts</sup>. v/s Annetje Dircks, widow of Pieter Kock, de<sup>ft</sup>. Pl<sup>ts</sup>. demand from de<sup>ft</sup>. twelve and a half beavers according to the award of the arbitrators as by their writing exhibited and approved. De<sup>ft</sup>. says, she has offered the half and cannot furnish more. Pl<sup>ts</sup>. demand, that the work may stand still and in addition the costs incurred herein. Burgomasters and Schepens condemn the de<sup>ft</sup>. to pay the pl<sup>ts</sup>. with costs thereof.

M<sup>r</sup>: Jacob Huges, pl<sup>tf</sup>. v/s Arent Jurriaanzen Lantsman, de<sup>ft</sup>. De<sup>fts</sup>. 2<sup>d</sup> default. Pl<sup>tf</sup>. demands from the de<sup>ft</sup>. thirty guilders for fees. The W: Court order de<sup>ft</sup>. to deposit the money with the Secretary of this City.

Geertruyd Wingers, arrestant and pl<sup>tf</sup>. v/s Gelein Verplanck, arrested and de<sup>ft</sup>. Pl<sup>tf</sup>. demands marriage from the father of the child, saying it is the de<sup>fts</sup>. De<sup>ft</sup>. demands to be discharged from arrest, say-

ing he is all along ready with his papers furnished in the suit against pltf. Mattheus de Vos, attorney of the pltf. entering demands, that the arrest shall remain, and that deft. shall truly answer the questions to be proposed to him, and that the Magistrates would be pleased to appoint time and hour. Burgomasters and Schepens order Mattheus de Vos to furnish Geleyn Verplanck copy of the interrogatories on which he shall answer, and Geleyn Verplanck was ordered to answer to the interrogatories within four and twenty hours after receipt.

Gerrit Meyer, pltf. v/s Margaret Hardenbroeck, deft. Pltf. demands from deft. payment of three hhds of vinegar sold to her. Deft. says, the hhds were not delivered to her and that the same were not filled. Pltf. was asked, if he had sold the hhds. to deft. as they stood or to deliver them full? Answers, they had not spoken about it. Burgomasters and Schepens order the pltf. to prove, that he sold the deft. the hhds. as they were, and having proved so, the deft. was ordered to pay the pltf. for the same.

Dirck Jansen Smitt, pltf. v/s Mary Peeck, deft. Pltf. demands from deft. thirty one beavers for rent. Deft. says, she hired the house for half beavers, half seawant; producing an a/c of expenses. Pltf. says, no a/c is furnished him. Burgomasters and Schepens, the a/c being delivered to party, order the deft. to pay the pltf. deducting what she hath fairly expended.

Cornelis Barenzen, pltf. v/s Tomas Swartie, deft. Pltf. demands from deft. one hundred and fifty five guilders, balance, according to a/c. Deft. promises to pay, when he has settled with the pltf. Burgomasters and Schepens order parties to settle with each other.

Jan Alberzen, pltf. v/s Willem Provoost, deft. Pltf. demands from deft. ten guilders. Deft. says, he gave an assignment to pltf. on one Pieter Loockerman, who is indebted to him. Pltf. [says], that Pieter Loockerman told him, he does not owe him. Burgomasters and Schepens order deft. to pay the pltf. the ten guilders.

Hendrick Suyringh, pltf. v/s Tomas Fransen, deft. Pltf. says, that deft. had sent for him and coming to him, he said, to get his pay, and in place of payment has struck him on the hand. Deft. denies it. Pltf. undertakes to prove it. The W. Court order pltf. to bring in his proof.

Mattheus de Vos, arrestant and pltf. v/s Leentje Dircks Servaas,

widow of Aris Otte, deft. Deft. in default. Pltf., as att'y of Willem Teller, produces the judgment against deft., dated 17 June 1659, requesting, that the attachment issued against deft's goods be declared valid; concluding further for exhibition of the goods. Burgomasters and Schepens declare the attachment valid, request and authorize the Officer Pieter Tonneman to aid the Bailiff in the execution of the judgment against Aris Otte's widow for the claim, which Mattheus de Vos in his quality has against her.

Jan Rutgersen, pltf. v/s Joris Dopzen, deft. Pltf. demands from deft. according to extract from his book, nine guilders, eight stivers. Deft. denies the debt. The W. Court order pltf. to further prove his claim by his book.

Joannes van der Meulen, pltf. v/s Wernaar Wessels, deft. Deft. in default.

Cornelis Janzen Pluyvier, pltf. v/s Cornelis Janzen Clopper and Albert Alberzen, defts. Defts. in default. Mattheus de Vos, as att'y for pltf. demands benefit of default.

Cornelis Janzen Pluyvier, pltf. v/s Symon Hermz: Cort, deft. Deft. in default. M. de Vos requests as before.

Paulus Schrick, pltf. v/s Solomon La Chair, deft. Deft. in default. Metje Wessels, pltf. v/s Hermen Douzen, deft. Deft. in default.

Jan Huben, pltf. v/s Ambrosius de Weerhem, deft. Defts. 2<sup>d</sup> default.

Pelgrum Clock, pltf. v/s Albert Janzen, deft. Deft. in default.

Teunis Cray, arrestant and pltf. v/s Tomas Bets, arrested and deft. Both in default.

Jan Jurriaanzen Becker, pltf. v/s Arent Jurriaanzen Lantsman, deft. Deft. in default.

Meindert Barenzen, pltf. v/s Tomas Hal, deft. Deft. in default.

Lucas Dircksen, pltf. v/s Tryntie Heimans, deft. Both in default.

Claas Gangelofzen, pltf. v/s Tomas Janzen Meingaal, deft. Deft. in default.

M<sup>r</sup> Jacob Huges, pltf. v/s Jan Janzen van de Lange Straat, deft. Deft. in default.

M<sup>r</sup> Jacob Huges, pltf. v/s Pelgrum Clock, deft. Deft. in default.

M<sup>r</sup> Jacob Huges, pltf. v/s Lodowyck Pos, deft. Deft. in default.

The Heer Schepen Pieter van Couwenhoven, plft. v/s Jacobus Vis, deft. Both in default.

Bartholdus Maan, plft. v/s Hermen Dowzen and Pietertje Jans, wife of Claas Jans Ruyter, defts. Defts. in default.

Bartholdus Maan, plft. v/s Jan Clazen Ruyter, deft. Deft. in default.

Bartholdus Maan, plft. v/s Barent Cruytdop, deft. Deft. in default.

Lambert Huyberzen Mol, plft. v/s Jan Stocker, deft. Deft. in default.

Andries Andriezen, plft. v/s Jan Janzen van de Lange Straat, deft. Deft. in default.

Abraham Pieterzen, arrestant and plft. v/s Capt. Koeck, arrested and deft. Both in default.

Joris Dopzen, plft. v/s Rutgert Janzen, deft. Deft. in default.

Solomon La Chair requests by petition, that certain persons be commissioned by the W: Court to settle the difference between him and Reinier Rycke relative to Arnout Bailey, to prevent the troubles of a lawsuit. Marginal order : Petitioner's request is granted and Joannes van der Meulen and Jacques Cosseau are commissioned hereunto.

Jacobus Vis is hereby ordered and directed by the President of the Burgomasters and Schepens of this City to bring in to the Secretary of this City his papers used in the suit against Hans Steyn, within the time of four and twenty hours. Done, Amsterdam in N. Netherland the 28<sup>th</sup> Sept<sup>r</sup> 1661.

Friday 30 Sept<sup>r</sup> 1661. In the City Hall. Present the Heeren Allard Anthony, Paulus Leenderzen van der Grift, Timotheus Gabry, Pieter Wolferz van Couwenhoven, Jan Vigne, Jeronimus Ebbinck.

Resolved and concluded by the Board, as the Meeting of Burgomasters and Schepens is incomplete, to reassemble tomorrow at half past one o'clock precisely, on pain of twelve guilders for those, who do not attend.

Saturday, first October, 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Paulus Leenderzen van der

Grift, Tymotheus Gabry, Pieter Wolferzen van Couwenhoven, Jan Vigne, Jeronimus Ebbinck.

Burgomasters and Schepens of this City of Amsterdam in N. Netherland having considered and read and re-read the papers, documents and exhibits used on both sides in the suit between Jan Gerrisen Groll, attorney of Lysbet Jansen, widow of Dancker Cornelissen, pltf.; with and against Wolfert Webber, deft. for an a/c of payment of a certain acct. for the sum of one hundred and fourteen guilders, four stivers arising out of delivered lime and stone, which deft. received from the aforesaid Dancker in the year 1648; against which the deft. concludes inadmissibility and discharge from prosecution, inasmuch as the same must have been paid by his agent, because he has not been spoken to about it in sixteen years, and Burgomasters and Schepens having weighed and considered all that is material, decree and order the deft. Wolfert Webber to write by these ships, the *Gilded Beaver* and *St. Jan Baptist* to his brother in law Jan Seleyens Hendrickx and request him by the earliest opportunity after the arrival of said ships to advise him, whether the aforesaid widow Danckers is paid and satisfied for her claim; or in default of proof the deft. Wolfert Webber is condemned to satisfy and pay the aforesaid widow or her att'y the aforesaid hundred and fourteen guilders four stivers capital Holland currency with interest thereupon proceeding from date; and further in the costs and damage thereof. Thus done and pronounced at the Court of the Burgomasters and Schepens of the City of Amsterdam in N. Netherland, dempto Joannes van Brugh. Ady as above.

Burgomasters and Schepens of the City of Amsterdam in N. Netherland having considered, read and re-read the vouchers, documents and papers, made use of on both sides in the suit between Walewyn van der Veen, in quality as attorney of Adriaen Blommaert, pltf. with and against Mighiel Janzen, deft., in which the pltf. concludes, that deft. shall be condemned to pay him the sum of five hundred and thirty two guilders with interest arising from goods delivered, which the deft. has bought and received from the aforesaid Blommert on condition to pay for the same in *Patria* by Pieter Dirksen at Amsterdam in Holland the amount of three hundred and thirty guilders and the balance by the heirs of dec<sup>d</sup>. Bruyn Barenzen, living at Harderwyck, and in default of payment in

Holland, here in beavers or tobacco at one hundred advance: against which the deft. concludes, that pltf's suit shall be dismissed and he condemned to pay him the two hundred and fifty six guilders three stivers less received by Adriaen Blommert, than is mentioned in his orders by procuration. Burgomasters and Schepens having weighed and considered all decree and adjudge, that the whole of the monies to be received according to procuration by Adriaen Blommaart at Hardewyck from the heirs of Bruyn Barendsen dec<sup>d</sup> shall be value for the payment of the sum of four hundred and seven guilders, and what regards the bill of exchange on Pieter Dircksen at Amsterdam, Burgomasters and Schepens condemn the deft. Mighiel Jansen to satisfy and pay the same to Walewyn van der Veen in his quality, with re-change, to settle which Burgomasters and Schepens have thereunto commissioned and authorized Cornelis Steenwyck, old Schepen and now Orphan Master of this City, and Joannes de Peister, also old Schepen of this City. Parties on both sides are condemned to pay each his own costs in this suit. Thus done and adjudged in the Court of Burgomasters and Schepens of the City of Amsterdam in N. Netherland, absent Allard Anthony and Joannes van Brugh. Ady as above.

P. L van de Grift.

Burgomasters and Schepens of the City of Amsterdam in N. Netherland having considered, read and re-read the papers, documents and vouchers, used on both sides in the suit between Janneke Heermans, pltf., with and against Cornelis van Langevelt, deft., wherein pltf. concludes by claiming two certain earrings with pearls, which she gave one Balthus Loockerman to sell for her at Fort Orange and which were given to deft. in pledge for the purchase of bed and pillows, and the deft. denies having pledged the pendants and pearls belonging to the pltf., Burgomasters and Schepens having weighed and considered all that is material, decree and adjudge, whereas pltf. Janneke Heermann has declared by solemn oath, that the earrings and pearls shewn to her in Court, belong to her and are those, which she gave to the aforesaid Loockerman on condition to sell for her, that the said earrings and pearls shall be returned to her, and the deft. be condemned in the costs of suit. Thus done and adjudged in Amsterdam in N. Netherland in the Court of the Burgomasters and Schepens, absent Joannes van Brugh. Ady, as above.

Burgomasters and Schepens of the City Amsterdam in N. Netherland  
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having considered the papers, documents and vouchers made use of on both sides in the suit between Geertruyd Wingers, pltf., in a case of defloration with and against Geleyn Verplanck, deft., in which case pltf. concludes, that the deft. shall be bound to marry her according to promise, as he slept with her and she has procreated a child by him; and in case of refusal shall pay her, for having deflowered her, the sum of six hundred guilders in beavers, one hundred like guilders for lying-in charges and an additional hundred guilders per annum also in beavers for the maintenance of the child. Deft. acknowledges to have had carnal conversation with her, but denies having given her a promise of marriage. Burgomasters and Schepens having read and weighed all that is material, condemn the deft. Geleyn Verplanck to pay the pltf. for her defloration and lying in expenses the sum of four hundred guilders, half beavers and half zeawant, the arrest remaining so long valid and parties on both sides were condemned to maintain their child and in the costs of suit. Thus done and adjudged in Amsterdam in N. Netherland at the Court of the Burgomasters and Schepens, absent Joannes van Brugh and Jan Vigne. Ady as above.

Tielman van Vleeck is hereby ordered by the Burgomasters and Schepens of this City punctually to acknowledge or deny, as attorney of Alexander d'Hinojosa, against the next coming Tuesday being the 4 Octob., the a/c of Reyndert Jansen Hoorn for the eighty seven and a half pounds weight of beaver, and what he has to object thereto on pain of forfeiture of his right. Done, Amsterdam in N. Netherland. Ady as above.

On the 3<sup>d</sup> Octob<sup>r</sup> appeared before me, Joannes Nevius, Secretary, Cornelis van Langevelt and declares to appeal to the Hon<sup>ble</sup> Director General and Council of N. Netherland from the judgment pronounced by the Burgomasters and Schepens, dated the first October of this month.

Tuesday, 4<sup>th</sup> Octob<sup>r</sup> 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Paulus Leenderzen van der Grift, Timotheus Gabry, Pieter van Couwenhoven, Jeronimus Ebbinck.

Geleyn Verplanck, pltf. v/s Burgomaster Allard Anthony, deft. Pltf. says, inasmuch as he is ordered to furnish Govert Loockerman with proof, a/c and reliqua regarding the administration which he had of the

property of Allard Anthony and the dec<sup>d</sup> Pieter Cornelissen van der Veen, that he can prove by Allard Anthony, that he has done so fully over eight years since. Allard says, he knows, that Geleyn Verplanck has furnished a/c., proof and reliqua and has told that to Pieter Cornelissen van der Veen abovenamed, but of what Govert Loockerman will have a/c rendered, he does not know. The declaration of Allard Anthony having been communicated to Govert Loockermans, summoned by Geleyn Verplanck, he answers thereunto, that he holds to the last rendered order of the Burgomasters and Schepens, and whereas Geleyn Verplanck is on the eve of departing for *Patria*, Govert Loockerman is asked, if the case cannot be referred to arbitrators? Answers thereunto, it seems to him too late. Burgomasters and Schepens, therefore, refer the matter in question to Pieter Tonneman, Schout, Tymotheus Gabry, Schepen, Jacobus Backer, old Schepen of this City and Jacques Cosseau to examine the a/c herein in dispute, to discuss the same, and to reconcile parties if possible, if not, to report their conclusion to the Court.

Claas Gangelofzen Visser, pltf. v/s Tomas Janzen Mingael, deft. Pltf. demands from deft. eleven beavers balance for a sail and mizzen mast. Mattheus de Vos, as att'y for deft., demands copy of claim and a/c. to answer thereunto. The W. Court grant copy to the deft. to answer thereunto at the next Court day.

Jacob Janzen Huys, pltf. v/s Govert Loockermans, deft. Pltf. demands from deft. fifty seven guilders for Peartree's freight on goods for Pieter Hartjens. Deft. produces certain declaration, whereby he proves, that some goods were damaged in the ship, that the same was set off against the balance of the freight. Burgomasters and Schepens having seen and read the declaration, order the pltf. to content himself with the award given on the damaged goods.

Pieter Hertjens, pltf. v/s Frerick Flipzen, deft. Pltf. as att'y of Pieter Byswyc demands from deft. two hundred and twelve guilders, three stivers and eight pence Holland cur'y. Deft. says, that he has a claim on Pieter Byswyck of six hundred and fourteen guilders also Holland cur'y. Burgomasters and Schepens refer the matter to Cornelis Steenwyck, old Schepen and now Orphan Master of this City, and Jacob Strycker, also old Schepen, to decide parties' case, to reconcile them if possible, if not, to report their award to the Court.

Andries Andriezen and Cornelis Hendrickzen, *pltf.s* v/s Jan Janzen van der Lange Straat, *deft.* *Pltf.s* demand from *deft.* delivery of four and twenty skepels of buckwheat sold to them @ 50 stiv:  $\text{ⷑ}$  skepel. *Deft.* admits having sold the buckwheat to them but says, he has met great loss in the buckwheat and has got only thirty skepels thereof. Burgomasters and Schepens order *deft.* to deliver to each of the *pltf.s* twelve skepels of buckwheat, which he sold to them.

Jan Andriesen de Graaf, *pltf.* v/s Styntje Marius, *deft.* *Pltf.* desires to know, to what purpose she sets down the child, he had by her at the place, where he works? *Deft.* says, because he gave her no money. *Pltf.* says, he has settled with her and that a balance is still coming to her of one hundred guilders, which he will not give her except with the knowledge of the Magistrates. The W: Court order the *pltf.* to give the *deft.* the hundred guilders, and the *deft.* is ordered to leave the jurisdiction of this City.

Schout Pieter Tonneman and Walewyn van der Veen, *pltf.s* v/s Burger Jorizen, *deft.* *Pltf.s* as attys of Adriaen Bloemvaart demand from the *deft.* three hundred and thirty eight guilders eleven stivers in merchantable tobacco in tubs, or in default thereof, in beavers. *Deft.* admits the debt; says he was prevented by Nicolaas Boot; promises to do his best. Burgomasters and Schepens condemn the *deft.* to pay the *pltf.s* in their quality, according to obligation.

Schepen Pieter Wolferzen van Couwenhoven, *pltf.* v/s Jacobus Vis, *deft.* *Defts.* 3<sup>d</sup> default. *Pltf.* demands from *deft.* obligation and copy of a/c. The W: Court order *deft.* on pain of imprisonment to bring to *pltf.* at the Secretary's office of this City, the obligation and copy of the a/c within the term of three times four and twenty hours.

Hendrick Willemz., baker, *pltf.* v/s Hendrick Janzen, baker, *deft.* *Pltf.* says, he loaned *deft.* a bolting mill and now he refuses to return the same. *Deft.* says, he bought the house from *pltf.* with all, that is fastened in the ground and by nail; producing the deed of sale. Burgomasters and Schepens having seen and read the deed of sale, find that the house was sold on the same condition that Joost (Teunissen), the baker, sold it, therefore order the *deft.* to let the *pltf.* have the bolting mill or to prove, that it was in the house, when Joost sold it.

Guiliam d'Honneur, *pltf.* v/s Paulus Schrick, *deft.* *Pltf.* demands

from deft. restitution of a case of Muscovy linens, come by the ship the *Hope*, of which Pieter Jansen Emilius was skipper consigned to him and taken possession of by pltf. Deft. says, Nicolaas Verlett told him, that there was a case of linen for him, but whereas it belonged to deft. [pltf. ?] offers to pay the deft. [pltf. ?] what, according to a/c and proof, the proceeds thereof is. Burgomasters and Schepens find, that the case is removed by a mistake in the mark, order the deft. to return the pltf. the same with the goods, which were therein or the value thereof.

Paulus Schrick, pltf. v/s Jan Jansen van Breste, deft. Pltf. demands from deft. five and a half beavers for a barrel of pork. Deft. says, that there is coming yet to him fifty four guilders and seven stivers, wages, from Joannes van Beeck dec<sup>d</sup>, whose widow pltf. has married. Pltf. says, that does not concern him. Burgomasters and Schepens having heard parties, decree, whereas seawant in the time, that van Beeck dec<sup>d</sup> was indebted, was as good as beavers, that the debts shall be set off against each other; therefore order the pltf. Paulus Schrick to pay the deft. ten guilders seven stivers.

Sybrant Janzen Galma, pltf. v/s Mary Peeck, deft. Pltf. demands from deft. payment of eight and twenty beavers for purchase of his house sold to deft. according to deed of sale. Deft. admits the debt. The W: Court order the deft. to pay pltf.

The Schout Pieter Tonneman, pltf. v/s Jan Rutgerzen, deft. Pltf. says, that he has fined the deft. on Sunday 31. Aug<sup>r</sup> for having tapped and kept a club during the preaching and having discovered 5 @ 6 persons there; therefore demanding, according to placard, one pound flemish for each person and that deft. shall be condemned not to tap any more for one year and six weeks; with costs. Deft. denies having tapped, producing a declaration of three persons to that effect. Burgomasters and Schepens having read the declaration, they find it insufficient to his defence; therefore condemn the deft. to pay to the Officer the fine of thirty guilders, and for continuance of his business the sum of twenty guilders, with costs.

Bartholdus Maan, pltf. v/s Pietertje Jans, wife of Claas Janzen Ruyter and Herman Dousen, defts. Defts. 2<sup>nd</sup> default. Pltf. demands from defts. six hundred and thirty nine deer skins both for himself as well as for Jan Jansen Schorel, according to procuration. The W: Court

order the defts. to deposit the 639 prepared deer skins with the Secretary of this City.

Bartholdus Maan, pltf. v/s Jan Clazen Ruyter, deft. Defts. 2<sup>nd</sup> default. Pltf. demands from deft. three and twenty beavers and one guilder. The W: Court order deft. to deposit the 23 beavers and one guilder with the Secretary of this City.

Metje Wessels, pltf. v/s Hermen Dowzen, deft. Defts. 3<sup>d</sup> default. Pltf. demands from deft. according to obligation three hundred and eleven guilders seventeen stivers and fl. 29. 4 additional, book debt. The W: Court condemn the deft. to pay the pltf.

Joannes Vervelen, pltf. v/s Hendrick Janzen van der Vin, deft. Pltf. demands from deft. according to obligation the sum of five hundred and ninety guilders, fifteen stivers in beavers deducting what is paid: and moreover for Jan van Bexel, according to procuration ninety eight (guilders) and ten stivers also in beavers, according to obligation. Deft. admits the debts; requests delay, saying he cannot now give it, and has to get fourteen beavers from the Company, offers to give them to him. Pltf. says, he has enough on the Company. Burgomasters and Schepens condemn the deft. to pay the pltf. out of his own pocket, according to obligation, deducting what is paid thereon, and count interest at ten per cent. Regarding the fifty four guilders four stivers received in goods by the pltf. from deft. Burgomasters and Schepens decide, that he can pay the deft. the same at fifteen guilders in zeawant for one beaver, and what regards the ninety eight guilders ten stivers, they condemn the deft. to satisfy and pay pltf. also in his quality as atty of Jan van Boxel.

Hendrick Aarzen, pltf. v/s Pieter Ryvendinck, deft. Pltf. demands from deft. three beavers for freight of his goods and person earned at divers times. Deft. demands a/c. and says, he did not contract with pltf. for beavers. Burgomasters and Schepens refer the matter in question to Claes Bordingh and Lucas Andriesen to decide parties differences and reconcile them if possible; if not, to report their award to the Court.

Mattheus de Vos, pltf. v/s Jan Rutgerzen, deft. Pltf., as att'y of Tomas Janz Mingael, demands from deft. on a bail bond for his son the sum of eleven hundred and twenty guilders in tobacco. Deft. requests time 'till the arrival of his son from the Virginias, whither he has gone on

a voyage. The W: Court condemn the deft. to satisfy and pay the pltf. in his quality.

Meindert Barenzen pltf. v/s Tomas Hall deft. Whereas pltf. exhibits no power from his father, by virtue of which he is demanding the claim from deft. nothing is done in the case.

Reyer Cornelissen, pltf. v/s Hendrick Aarzen, deft. Pltf. says, that deft. has told him above at Fort Orange about Jan de Witt, that he should give him the hatchet and if he refused, that he should pay him, what he bought it for at Daniel Litscho's. Deft. says, Jan de Witt stated to him, that he said to him [pltf. ?] if he refused to give the hatchet, that he would pay him, what he had bought it for at Daniel Litschoes. The Schout as guardian concludes, that the pltf. shall prove, what he says. Burgomasters and Schepens order pltf. to prove his statement.

Francois Hol, pltf. v/s Maria Polet, deft. Pltf., as att'y of Alexander Briant, concludes in writing, that deft. be condemned to pay him according to obligation the sum of seventy guilders. Mattheus de Vos, as husband and guardian of the deft., demands copy of the claim. Burgomasters and Schepens order copy to be furnished to party to answer thereunto at the next Court day.

Jan Jurrienzen Becker, v/s Arent Jurriaanzen Lantsman, deft. Pltf. demands from deft. twenty four guilders five stivers, with costs. Deft. says, if justice were done him [pltf. ?] should be indebted, and that pltf. from one quartern gave him only a mutje [a quart] undertaking to prove the same. The Officer as guardian demands proof. The W: Court orders deft. to prove what he says.

Cornelis Pluyvier, pltf. v/s Symon Hermsen Cort, deft. Mattheus de Vos, as att'y of the pltf., demands from deft. three hundred and four guilders in beavers for French wine sold to him. Deft. admits having bought wine from the pltf., but not at such a price as he charges; then he contracted with him for the lowest price. Burgomasters and Schepens refer the matter in dispute to Wernaar Wessels and Hendrick Hendricksen Obe, to decide parties' case, to reconcile them if possible, if not to report their award to the Court.

Gerrit Meyer, pltf. v/s Margriet Hardenbroeck, deft. Pltf. demands revision of the claim against the deft. made on last Court day, whereupon he was answered to pay the money allowed therefor.

Francois de Bruyn, pltf. v/s Cornelis Aarzen, deft. Pltf. demands from deft. five beavers for half an aam of French wine drawn in his name at the funeral of Jacob Coppe dec<sup>d</sup>. Deft. admits the wine was drawn by his order in his name, but says he cannot obtain any proceeds from the estate. The W: Court order deft. to pay the pltf.

Solomon La Chair, pltf. v/s Jacob van Couwenhoven, deft. Pltf. demands in writing from deft. payment, and provisional deposit of four hundred and two guilders in beavers balance of an obligation with interest since it became due at ten per cent per annum; and in addition in seawant according to book debt, two hundred and sixty six guilders four stivers together with a/c and payment of about five hundred pounds of tobacco sold A<sup>o</sup> 1657 by his wife in Holland for a/c of him, the pltf. also to exhibit and pay such money as he received from the East India Company there for pltf's a/c. Deft. demands copy of the a/c to answer thereunto at the next Court day. The W: Court order copy to be furnished to party to answer thereunto at the next Court day.

Solomon La Chair, pltf. v/s Francois Soleil, deft. Pltf. demands from deft. for Jan Teunis by virtue of procuration, restitution of a gun, which deft. was to repair for him. Deft. says he sold the gun, and that heretofore he had two guns to repair for the pltf., but got no pay for them. Burgomasters and Schepens order deft. to restore the gun, which he had to repair for the deft.

M<sup>r</sup> Gerrit van Tright appears in Court, requests to know if any thing has been done with the a/c which he has given in, regarding Boudewyn van Nieuwlandt, whereunto he is informed, as Maria Besems has handed in some writing, it shall be seen, what is to be done in the case.

Bartholdus Maan, pltf. v/s Arien Jansen Visser, deft. Deft. in default.

Arien Jansen Visser, pltf. v/s Joost Goderus, deft. Pltf. in default.

Arien Janzen Visser, pltf. v/s Pieter Janzen van de Lange Straat, deft. Both in default.

Lucas Dircksen, pltf. v/s Treyntje Heimans, deft. Both in default.

Teunis Cray, pltf. v/s Abraham Janzen, deft. Deft. in default.

Hendrick Janzen Smitt, pltf. v/s Jan Hubou, deft. Deft. in default.

Jan Rutgerzen, pltf. v/s Willem Doeckles, deft. Deft. in default.

Eduard Leake pltf. v/s Ritzert Airy, deft. Deft. in default.

Joost Teunizen, pltf. v/s Jacobus Vis, deft. Deft. in default.

Tomas Mullenaer, pltf. v/s Rutgert Janz, deft. Deft. in default.

M<sup>r</sup> Paulus van de Beecq requests by petition, that notice shall be given making known to every one, that whoever has any excise to pay for cattle they will slaughter, must pay the same at twelve sewant beads for one stiver according to the condition in the farming. Whereupon was ordered:—Petitioner's request is granted and notice to this effect shall be made and posted.

On the demand of Maria Besems regarding the a/c handed in by M<sup>r</sup> Gerrit van Tright which he has against Boudewyn van Nieuw, ordered: The W: Court direct copy to be furnished to M<sup>r</sup> Gerrit van Tright to answer thereunto at the next Court day.

Tielman Van Vleeck sent for to Court appears, his delivered writing is read to him and he is asked, how he understands, that Reyndert Jansen Hoorn's oath was unjustly taken in his a/c against Alexander d'Hinojossa? Whereunto he answers; Because party was not present. Burgomasters and Schepens reply, that he has insulted the entire Bench, as if they did not know, what they were about. To which he rejoins, that he has not done nor written anything regarding or to the prejudice of the Bench, but respecting Reindert J. Hoorn; and Tielman Van Vleeck after some reasoning over and hither is told to withdraw.

The President states, some conversation was had some days since, that the yachts trading up and down are indebted for wharfage for loading and unloading at the wharf, which they have not paid; and as they are equally bound to pay as the ships, asks, if it were not advisable to request, by petition, of the Rt Hon<sup>ble</sup> the Director General and Council to order, that the yachts, in place of paying the wharfage, shall make each of them one or two voyages to Tappaan and bring from there, for this City, their yachts full of stone in order to surround this City with a wall in course of time. Which having been taken into consideration by Burgomasters, it was resolved in the affirmative.

Gertruyd Wingers demands execution on the judgment which she had against Geleyn Verplanck, in date first Octob: 1661. Bailiff was authorized to put these in execution. By order of the President, etc.

On the 10<sup>th</sup> Octob<sup>r</sup> appears before me, Joannes Nevius, Secretary, Walewyn van de Veen in quality as att'y of Adriaen Bloemmart, declar-

ing to appeal to the Hon.<sup>ble</sup> Director General and Council of N. Netherland from the judgment pronounced between him and Mighiel Jansen on the first of this month by the Burgomasters and Schepens.

On Monday 10<sup>th</sup> Octob<sup>r</sup> 1661. at the house of the Heer Pieter Tonneman were assembled the Heeren Pieter Tonneman, Allard Anthony, Paulus Leenderzen van der Grift, Timotheus Gabry, Pieter Wolferzen van Couwenhoven, Joannes van Brugh, Jan Vigne.

The Officer, *Nomine Officii*, demands, whereas Jeronimus Ebbinck has committed great fraud in case of smuggling of peltries regarding payment of duties to the Company, that the abovenamed Ebbinck shall not have any seat, for the present, in the Court of Burgomasters and Schepens.

Tuesday, 11<sup>th</sup> Octob<sup>r</sup> 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Paulus Leenderzen van der Grift, Timotheus Gabry, Pieter Wolferzen van Couwenhoven, Joannes van Brugh, Jan Vigne, Jeronimus Ebbinck.

The President states, that there was some talk yesterday regarding the bakers and that it is ordered by the Honble Director General and Council, there must be baking twice a week; then, whereas they complain, that they ought not be obliged at this time in consequence of the purchase of the grain, it is necessary therefore to deliberate, so that neither the bakers on the one side nor the community on the other be taken short and in order to proceed with the matter, it was resolved to send for Hendrick Willemsen, baker, who appearing was asked, how it came that the bakers bake no bread? To which he answers, that they are afraid to buy grain for beavers as they may suffer loss, giving reasons thereof; saying further, no baker can bake his bread under a crown, to which it was observed, that the bakers can well bake the bread, which they at present bake, for fifteen stivers; and gave Hendrick Willemsen, baker, to understand, that the higher the loaf was sold so much higher was the grain enhanced in price.

Burgomasters and Schepens decide, that the bakers shall be ordered to bake good bread and to keep continually large bread in the shops on pain of not being allowed to bake for one year and six weeks and that a Placard be drawn up to this effect.

Burgomasters and Schepens also mentioned, that they had spoken

about the forestallers of what the Indians bring to sell, such as venison, maize and fish, and that such ought to be prevented. Whereupon it was decided, to take into consideration the previously adopted resolution of the Honble. Director General and Council; to wit that no Indians shall bring any articles to any places except such, as shall be ordered and appointed therefor.

Gelein Verplanck, pltf. v/s Govert Loockerman, deft. Pltf. demands discharge from arrest for and touching the rendering to deft. an a/c of the administration of goods, which he says he has furnished full eight years ago, according to the evidence of Allard Anthony. The deft. requests, that Burgomasters and Schepens may look into and read the award of arbitrators. Burgomasters and Schepens having seen and read the award, find that the pltf. had written with his own hand on the top of the remaining a/cs., six years after that he had said, he settled with Pieter Cornelissen vander Veen; being informed that this was ill done, he answers, that he did it to no man's prejudice, but to shew that he has settled and requests the Magistrates to decide, if he be bound to render a/c or not. Govert Loockerman is asked, if he knows, that Geleyn Verplanck has rendered no a/c to Pieter Cornelissen vander Veen? Answers, Yes; for Pieter Cornelissen vander Veen often told him so. Burgomasters and Schepens having heard parties, seen and read the award, refer the matter *de novo* to Cornelis Steenwyck old Schepen and Orphan Master of this City and Joannes vander Meulen to examine the a/c in presence of Jacobus Backer, old Schepen of this City, to hear parties and if possible to reconcile them; if not to report their action to the Court.

Gertruyd Wingers, pltf. v/s Gelein Verplanck, deft. Pltf. demands from deft. maintenance of the child. Deft. says, that if the pltf. give him the child, he will maintain it. Burgomasters and Schepens decree, that Geleyn Verplanck shall pay one guilder per week for the child's maintenance and that half in beavers and half in zeawan to the age of twelve years or to the child's death.

Tomas Muller, pltf. v/s Rutgert Janzen, deft. Defts. second default. Joris Dopzen, as att'y for the pltf. demands from deft. twelve guilders in seawant. The W: Court order deft. to deposit the money with the Secretary of this City.

Jan Jurriaanzen Becker, pltf. v/s Arent Jurriaanzen Lantsman, deft. Pltf. again demands from deft. twenty four guilders five stivers and requests, that he shall prove that he gave three half quarters from one quartern. Deft. is asked if he has proof? Answers he has spoken comparatively; and meant three pints from a quart. The Officer concludes for proof and in default that deft. shall go to prison until he has proved his assertion. Burgomasters and Schepens condemn the deft. to pay the pltf. with costs, without delay.

Teunis Cray, pltf. v/s Abraham Janzen, deft. Pltf. demands from deft. eight guilders for wages and repair of his boat broken whilst hired by the deft. Defts. wife appearing in Court acknowledges to have had the boat on hire, but says it did not happen to be broken by her husband. Burgomasters and Schepens order the deft. to pay the pltf. two guilders for the repair of the boat.

Jan Rutgerzen, pltf. v/s Willem Doeckles, deft. Defts. 2<sup>nd</sup> default. Pltf. demands from deft. twenty guilders for his boy employed by him and five guilders drinking money. The W: Court order deft. to deposit the money with the Secretary of this City.

Joost Teunizen, pltf. v/s Jacobus Vis, deft. Defts. 2<sup>nd</sup> default. Pltf. demands from deft. eighteen guilders ten stivers for freight of eight tubs of pork and beef and five tubs of butter. The W: Court order deft. to deposit the money with this City's Secretary.

Bartholdus Maan, pltf. v/s Arien Jansen Visser, deft. Pltf., as att'y of Jan Janzen van Schorel, demands from deft. three beavers. Deft. says, he cannot get any beavers and has offered seawant at beavers price. The W: Court refer them to the judgment dated 12<sup>th</sup> July last.

Abraham Janzen, pltf. v/s Asser Levy, deft. Pltf's wife appearing in Court demands from deft. three tubs of butter and six cheeses taken from her. Deft. says, it was given to him by the Court of Fort Orange and that they were taken under attachment. Deft. is asked, if he admits the a/c produced by the pltf. and says, he knows nothing of the a/c. and has settled with the man and that something is still due by pltf. above the butter and cheese. Burgomasters and Schepens postpone the case until the next Court day and order Abraham Janzen to appear in person.

Schepen Timotheus Gabry, pltf. v/s Tomas Hal, deft. Pltf. demands from deft. one hundred and sixteen guilders in beavers. Deft. offers to

give him an order on the Company, saying he has no beavers. Burgomasters and Schepens order deft. to let the hundred and sixteen guilders in beavers be credited on the a/c of the Company.

Meindert Barenzen, pltf. v/s Tomas Hall, deft. Pltf. as atty of Cornelis Dircksen Hooghlant, demands from deft. payment of one thousand and twelve pounds of tobacco according to obligation, with costs. Deft. says, he has offered the pltf. good tobacco, which he would not receive and now he has no tobacco; promising he shall pay, so soon as he gets tobacco. The W: Court order deft. to pay pltf. in his quality.

Arien Janzen Visser, pltf. v/s Joost Goderus, deft. Pltf. demands from deft. three beavers, a balance still remaining of six beavers, according to judgment dated 5<sup>th</sup> July last. Deft. produces a certain assignment of Balthazar de Haart on the pltf. for three beavers. Pltf. says, he owes only two beavers. Burgomasters and Schepens decree, that the pltf. shall accept the assignment in satisfaction of two beavers and order deft. to pay pltf. one beaver.

Cornelis Pieterzen, arrestant and pltf. v/s Eduard Leake, arrested and deft. Pltf. demands from deft. forty five shillings for a month and a half's wages as seaman. Deft. says, he is not indebted to him, as instead of attending to his work, he has gone ashore to drink and engaged him to go a voyage to the Virginias and the voyage being concluded, he should then pay him. Pltf. denies having engaged with deft. to go a voyage to the Virginias, but to the North. And whereas the pltf. has called the deft. a liar, the Officer concludes he shall pay six guilders. The W: Court order the deft. to prove, that the pltf. engaged to make a voyage with him to the Virginias.

Symon Hermzen Cort, pltf. v/s Burgomaster Allard Anthony, deft. Pltf. prosecutes certain attachment issued against some beavers in the hands of deft. belonging to Arien Symonsen, producing to that effect a writing as receipt of Arien Symonsen regarding procuration, which he passed to Arien Symonsen. Burgomasters and Schepens find, that pltf. has no right to the beavers of Arien Symonsen in the hands of deft.; declare, therefore, the attachment invalid.

The H: Schout, pltf. v/s Tomas Francen, deft. Deft. in default.

Balthazar de Haart, pltf. v/s Frerick Aarsen, deft. Deft. in default.

Francis Hol, pltf. v/s Maria Polett, deft. Both in default.

Jacobus Vis, pltf. v/s Jan Jurriaanzen Becker, deft. Pltf. in default.  
Paulus Schrick, pltf. v/s Symon Joosten, deft. Deft. in default.  
Hans Carelzen, pltf. v/s Pieter Ryverdinck, deft. Deft. in default.  
Jan Coö, arrestant and pltf. v/s Tryntje de Haas arrested and deft.  
Pltf. in default. Burgomasters and Schepens declare the arrest null.

Reyer Cornelissen, pltf. v/s Hendrick Aerzen, deft. Deft. in default.

Reyer Cornelissen, pltf. v/s Jan de Witt, deft. Deft. in default.

Abraham Janzen, pltf. v/s Jan Alberzen, deft. Deft. in default.

Tomas Swartwout entering requests execution on the judgment, which he obtained on 27<sup>th</sup> Septemb<sup>r</sup> last against David Wessels. The Bailiff is ordered to execute these.

Hendrick Janzen Smitt entering requests in like manner execution on the judgment, which he obtained on 27 Sept<sup>r</sup> last against Evert Marschal. Bailiff is ordered to execute these.

Joannes Vervelen also requests execution on the judgments, which he obtained on the 27<sup>th</sup> September and 4<sup>th</sup> October last against Reynier Willemsen, baker, and Hendrick Jansen van der Vin; on which was ordered:—The Bailiff is directed to put these in execution.

Maria Besems, entering, requests, that M<sup>r</sup> Gerrit van Tright shall within twice four and twenty hours, answer the demand of the 4<sup>th</sup> of this month. Burgomasters and Schepens order M<sup>r</sup> Gerrit van Tright to answer Maria Besems demand delivered in on the 4<sup>th</sup> October past, and that within twice four and twenty hours, on pain of nonsuit.

Paulus Schrick requests by petition revision and alteration of the judgment pronounced on the 4<sup>th</sup> October last, between him and Jan Jansen van Breste. Marginal order: Before the case shall proceed, the petitioner has to bring into consignment the monies thereto appointed by the Hon<sup>ble</sup> Director General and Council of New Netherland.

Burgomasters and Schepens order the Officer to bring in what he has to object to the person of Jeronimus Ebbinck sitting in Court with the Burgomasters and Schepens.

Wednesday, 12 Octob<sup>r</sup> 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Paulus Leenders. van der Grift, Tymotheus Gabry, Pieter van Couwenhoven, Joannes van Brugh, Jan Vigne.

The President proposes, whether some means ought not to be taken to bring silver money here into circulation among the public and to keep seawant only as an article of trade, and that the Hon<sup>ble</sup> Director General asks the advice of each one hereupon.

After putting the question and some conversation over and hither, it was unanimously decided first to write to Fatherland and demand a mint, having that, to cry down the seawant and to fix the beaver at six guilders and the tobacco @ four and a half stivers per lb. and that the Lords Majores should please to furnish some silver and silver coin for that purpose.

*Extraordinary*: Thursday, 13 Octob. 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Paulus Leenderzen van der Grift, Timotheus Gabry, Pieter Wolferzen van Couwenhoven, Jan Vigne.

Gelein Verplanck, pltf. v/s Govert Loockerman, deft. Pltf. says, that the arbitrators have sat twice on the a/cs. and could not bring about an agreement between him and the deft., requesting, that the case in question may be disposed of by the Court and that Allard Anthony may be heard under oath as to what he knows of the matter. Who being asked, says that he knows, that Pieter Cornelissen van der Veen dec<sup>d</sup> had told him, that Geleyn had rendered him an a/c. Deft. requests, that Olof Stevensen Van Cortlandt, Jacob Strycker and Adolf Pietersen may be asked what they know of the case. Each of whom being examined apart answer; first Olof Stevensen declares, that Pieter Corn: van Veen told him, that Gelein had never rendered him an a/c. J: Strycker says, that P. Corn. van Veen had stated four or five weeks ago at the house of Heer Cortlant, that he was blamed for having settled with Gelein; but that he never had a settlement with him and what he had signed in his book was done by the constraint of Allard Anthony. Adolf Pietersen declares that Pieter Cornelissen van Veen, the day before he died, observed to him:— I hope that Geleyn shall soon come down; and being asked why? Answered, to settle with him. Offering to confirm their declarations by oath if necessary and required. Burgomasters and Schepens having seen the books, documents and papers relating to the administration of the goods of Allard Anthony and Pieter Cornelissen vander Veen, which

Geleyn Verplanck had had in hands, and examined and weighed all that may serve as material decree: Whereas Geleyn Verplanck has signed in his blotter, that he had given to Pieter Cornelissen van der Veen all the balances to the amount of fourteen hundred and twenty nine guilders thirteen stivers, also posted the same in his ledger but not signed; the balance was so found to fall short in the sum of nine hundred and forty six guilders seventeen stivers according to a/c., though Geleyn says verbally he has also delivered the same by the aforesaid balance to the abovenamed Pieter Cornelissen van der Veen, whereof nothing appears. Therefore Burgomasters and Schepens condemn the aforesaid Geleyn Verplanck to satisfy and pay, by default of proof, the aforesaid fl. 946. 17 in beavers to the widow of the abovenamed Pieter Cornelisen van der Veen or her attorney. The costs accrued herein come against Geleyn Verplanck. Done Amsterdam in N. Netherland at the Court of Schout Burgomasters and Schepens. Present Pieter Tonneman, Paulus Leenderzen van der Grift, Timotheus Gabry, and Pieter Wolferzen van Couwenhoven. *Ady ut supra.*

Geleyn Verplanck, entering is asked, for what purpose has he brought the two hundred guilders in seawant and the one hundred guilders in beaver to the City Hall? Answers, because no person will take them, and Mattheus de Vos says, that he shall bring them to the City Hall. And whereas the same does not cover the judgment of Burgomasters and Schepens dated first of Octob<sup>r</sup> last nor satisfy the same, but that there still remain one hundred guilders in beavers and the maintenance of the child, requests to be discharged from arrest, and to give security for the same, saying that his father, Abraham Verplanck and the Schepen Jan Vigne are ready to become his bail, who appearing were asked, if they offered themselves as bail, as principal under renunciation, to satisfy and pay the aforesaid hundred guilders in beavers, and the maintenance of the child? Answer Yes, within six @ eight weeks, which was accepted by Burgomasters and Schepens. They therefore discharge Geleyn Verplanck from arrest in this case.

On date 14<sup>th</sup> Octob<sup>r</sup> he (Geleyn Verplanck) appears before me Joannes Nevius, Secretary, declaring to appeal to the Hon<sup>ble</sup> Director General and Council of N: Netherland from the judgement pronounced on the 13<sup>th</sup>

of this month by Burgomasters and Schepens, between him and Govert Loockermans in quality as att'y of the widow of Pieter Cornelissen Van der Veen.

On the answer of Gerrit van Tright v/s Maria Besems dated 15<sup>th</sup> Octob<sup>r</sup> 1661. Ordered: Copy hereof is directed to be furnished to party to reply thereunto at the next Court day.

Tuesday, 18<sup>th</sup> October 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Paulus Leenderzen Van der Grift, Timotheus Gabry, Pieter Wolferzen van Couwenhoven, Jan Vigne.

Paulus Schrick, in case of revision, pltf. v/s Jan Janzen van Breeste, deft. in same case. Pltf. requests, that his demand against the deft. dated 4<sup>th</sup> Octob<sup>r</sup> last may be reconsidered as according to marriage contract, he has nothing to do with his wife's debts. Therefore the judgment regarding the same must be altered, and that deft. be condemned to pay him the demanded five and a half beavers for one barrel of pork. The deft. says, that the pltf. applied to him twice for the a/c.; he offered him payment, producing to this effect two witnesses. Pltf. denies not that he had offered to pay him for his wife, but says it was in seawant, and that he should have satisfied him on the other hand in beavers for the barrel of pork. Burgomasters and Schepens having heard parties, read the declarations and that the pltf. by his own confession has offered payment to the deft. therefore persist in their rendered judgment dated 4<sup>th</sup> October past.

Hendrick Aarsen, pltf. and arrestant v/s Pieter Ryverdinck, arrested and deft. Pltf. says, that deft. will have nothing to do with arbitrators. Dft. denies it, complaining that pltf. has encountered him with foul and villainous language; requesting in writing, that the matter in question may be disposed by the worshipful Court; saying as the arbitrators appointed by the Court being absent, he said each should chuse one, to which he would not agree. Burgomasters and Schepens having heard parties, refer the matter, *de novo*, to Pieter Jacobsen Marius in place of Claas Bording, and Lucas Andriessen, to decide parties' dispute within the time of thrice four and twenty hours, to reconcile them if possible if, not to report their action to the Court.

M<sup>r</sup>. Jacob Huges, pltf. v/s Jan Janzen van de Lange Straat, deft.

Pltf. demands from deft. six guilders for labour. Deft. says, he did not refuse the money, and says he should come about it. The W: Court order deft. to pay the pltf.

M<sup>r</sup>. Jacob Huges, pltf. v/s Lodowyck Pos, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. twenty guilders for services. The W: Court order deft. to deposit the money with the Secretary of this City.

M<sup>r</sup>. Jacob Huges, pltf. v/s Pelgrum Clock, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. nine guilders, yearly salary. The W: Court order deft. to deposit the monies with the Secretary of this City.

M<sup>r</sup>. Jacob Huges, pltf. v/s Marten Clazen, deft. Pltf. demands from the deft. eight guilders for service render<sup>d</sup>. Deft. denies owing him; saying that his wife lay with a severe accident and agreed with him for a year, but that M<sup>r</sup>. Jacob did not come once to see after his wife; was, therefore, obliged to call M<sup>r</sup>. Hans [Kierstede], to whom he must pay fully three times as much. Burgomasters and Schepens order Marten Clazen to prove, that M<sup>r</sup>. Jacob did not once visit his wife, and must, therefore, pay M<sup>r</sup>. Hans.

M<sup>r</sup>. Jacob Huges, pltf. v/s Joentje Verhage, deft. Pltf. demands from deft. ten guilders yearly money for account of her husband. Deft. says, she is married only two years to her husband and cannot know, what that is for, and he is long since gone to dwell at Fort Orange and has sent him a beaver. Pltf. acknowledges to have received the beaver, but says it is more. Deft. says, she has it not now; promises to send it at the next hunt; with which the pltf. is content.

Balthazar de Hart, pltf. v/s Frerick Aarzen, deft. Pltf. demands from deft. two beavers for thirty one guilders in seawant. Deft. denies to have promised beavers and says he has offered seawant, which the pltf. will not accept. He says the pltf. shall prove it, that he promised beavers. The W: Court order pltf. to prove by the next Court day, that the deft. has promised him beavers, and in default of proof, the deft. is ordered to pay the pltf. the 31 gl. in seawant.

Abraham Pieterzen, pltf. v/s Claas Tysen, the cooper, deft. Pltf. complains, that deft. has severely beaten his son (also appearing) bound to him to learn a trade; showing some blue marks. Deft. says, that he frequently admonished his son to come betimes to work, and said, that if he were in Holland and did not take better care he should get a flogging.

To which he gave for answer:—that he should like to see once, who would strike him, thereupon catching him by the sleeve, he, in return caught him by the hair, whereupon his brother came behind and struck him. Pltf. says, that deft. frequently stated—I shall beat you, so that the Devil shall laugh at it. Deft. denies it. Pltf's son undertakes to prove it. The Officer renders himself party's guardian. The W. Court order pltf's son to prove his statement at the next Court day.

Hendrick van Bommel, pltf. v/s Jan Schryver, deft. Pltf. says, that deft. has enclosed his ground. Deft. says, that it is the lot, which he bought from Hendrick Egbert, who obtained it from the City. Pltf. produces his deed. Burgomasters and Schepens having seen the same, undertake to make ocular inspection of it.

Jacob van Couwenhoven, pltf. v/s Frans Jansen van Hooghten, deft. Pltf. says, that he gave the deft. the ironwork of a jack screw to make a box for it on condition to use the same together, and that deft. refuses to give it to him. Deft. says, he gave him the iron work to make a box for it, and that he should retain it, but that the pltf. should use it, when he had any thing to do for it. Pltf. denies having given the ironwork on that condition. The W: Court order the deft. to prove that pltf. has given him the jack screw.

Hans Carelzen, pltf. and arrestant v/s Pieter Ryverdinck, arrested and deft. Claes van Elslant the younger, as att'y for the pltf., demands from deft. according to procuration three beavers for freight of divers goods, such as a case of blankets, eleven ankers of liquors, five beds, five bolsters and ten pillows not packed, carried to Fort Orange, with costs. Deft. says that the beds were all dirtied and damaged, and according to declaration suffered injury, holding, therefore, his claim on the deft. Pltf. replies in writing, that deft. never had spoken to him about it, until he came for the freight and that they were never shewn to him nor appraisers called to see them. Burgomasters and Schepens decide, whereas deft. has never spoken to the pltf. about the damage, before the demand for the freight, and the proof being insufficient, that deft. shall pay the pltf. the three beavers with costs.

Nicolaes Backer, pltf. v/s Jozyntje Verhage, deft. Pltf. says, he has a claim on deft. of ninety four guilders board for her husband; for this purpose has attached her planks. Deft. says, the planks do not belong

to her, but to Reyntie Pieters, who entering, being examined, answers, that the planks belong to him. Burgomasters and Schepens therefore declare the arrest invalid.

Cornelis Pluyvier, pltf. v/s Symon Hermesen Cort, deft. Pltf. demands from deft. two hundred and fifty four guilders ten stivers in seawant according to decision of arbitrators appointed by the W: Court for the decision of their case, and by them approved. Deft. demands time, saying he at present has no pay. The W: Court order deft. to pay pltf.

Gysbert Op Dyck, pltf. v/s Claas van Elslandt, the Elder deft. Deft. in default.

Lambert Barenzen, pltf. v/s Frerick, the sailor on board the N: Netherland Indian, deft. Both in default.

Jan Peray, pltf. v/s Arent Jurriaanzen Lantsman, deft. Deft. in default.

Isaack de Foreest, pltf. v/s Leentje Dircks Servaas, deft. Deft. in default.

Wernaar Wessels, pltf. v/s Leentje Dircks Servaas, deft. Deft. in default.

Frans Janzen van Hooghten, pltf. v/s Wessel Everzen, deft. Deft. in default.

Arent Jurriaanzen Lantsman, pltf. v/s Roelof Janzen van Meppel, deft. Both in default.

Wernaar Wessels, arrestant and pltf. v/s Cornelis van Gezel, arrested and deft. Both in default.

Paulus Pieterzen, pltf. v/s Joannes de Witt, deft. Both in default.

Symon Hermzen Cort, pltf. v/s Wessel Gerrizen, deft. Deft. in default.

Hendrick Janzen Smitt, arrestant and pltf. v/s Evert Mareschal, arrested and deft. Both in default.

Nicolaes Backer, pltf. v/s Hendrick Lambersen Mol, deft. Deft. in default.

Reyer Cornelissen, pltf. v/s Hendrick Aarzen and Jan de Witt, defts. Pltf. in default.

Cornelis Pluvier entering requests an end of the suit between him and Jacobus Vis. Whereupon was ordered:—Jacobus Vis is hereby

ordered and charged by the W. Court of this City to answer by the next Court day to the declaration given in against him by Cornelis Pluyvier regarding the question of purchased bed and bolsters on pain of nonsuit.

Solomon La Chair requests by petition, that Jacob van Couwenhoven shall be ordered to answer his demand on pain of deprival of his right. Marginal order: Request is granted and party shall be ordered to answer hereunto. Order:—Jacob Wolferzen van Couwenhoven is hereby ordered by the W: Court of this City to answer by the next Court day the demand of Solomon La Chair instituted against him on 4 Octob: last, on pain of being deprived of his right.

Solomon La Chair, as att'y of Francis Holl, requests by petition, that Maria Polett shall be ordered to answer the demand, which Francis Holl instituted against her on 4<sup>th</sup> October last, on pain of deprivation of right. Apostille—Request is granted and party is ordered to answer hereupon. Order:—Mattheus de Vos, as husband and guardian of Maria Polett, is hereby ordered by the W. Court of this City to answer by the next Court day to the demand instituted against her by Francis Holl, dated 4 Octob: last, on pain of deprival of right.

Jacobus Vis requests by petition, that he may empower some person to defend his case, in his absence, before the W. Court. Marginal order:—Whereas the petitioner heretofore cited before the W: Court wilfully would not appear, being *in loco*, Burgomasters and Schepens, therefore, refuse the petitioner's request, but order him to appear in person.

Tomas Hal requests by petition postponement of the execution on the judgment, which Meindert Barendsen, attorney of Cornelis Dircks van Hooghlant, obtained against him on date 11<sup>th</sup> October last, and that for the time of three or four months, offering then to pay down in seawant or otherwise. Marginal order: Burgomasters and Schepens decide, that if Meindert Barendsen be not satisfied with the seawant, petitioner shall pay him in four months' time the demanded thousand and twelve pounds of tobacco according to obligation, with interest thereof at ten per cent, interest accruing on delivery of the judgment.

This day, 21<sup>st</sup> October 1661. is the following Placard concerning the bakers, read out from the front of this City Hall, after the usual ringing of the bell.

Schout, Burgomasters and Schepens of the City of Amsterdam in N: Netherland. To all those who shall see or hear this read, Health ! Be it known, that for the renewal of the frequently enacted Placards and Ordinances of the Rt. Hon<sup>ble</sup> Director General and Council of N. Netherland and specially in date 26<sup>th</sup> October 1661. regarding the baking and selling of coarse and white bread both of proper weight and suitable dough, which, on the contrary is mostly baked from bran and sold, against which being desirous to provide, they hereby order and command, that all bakers and those who make a trade of baking and selling bread, shall be bound continually to bake and keep in the store for public sale, for the convenience of the Burghers and inhabitants coarse bread; whoever manifests an indisposition herein is hereby forbidden his trade for one year and six weeks; and the same shall be baked and sold at the following prices.

For a double wheaten loaf of 8 lbs weight...	22 stiv.
For a single ditto of 4 lbs "	11 stiv.
For one ditto ditto of 2 lbs.....	5½ stiv.
For a double rye loaf of 8 lbs.....	18 stiv.
For a single ditto of 4 lbs.....	9 stiv.
For a ditto ditto of 2 lbs.....	4½ stiv.
For a white loaf of 2 lbs.....	10 stiv.
For a ditto of 1 lb.....	5 stiv.
For a ditto of ½ lb.....	2½ stiv.

Bread sold of a lighter weight, or without the knowledge, order or consent of this W. Court being lighter in weight or higher in price shall be forfeited, and in addition a fine of twenty five pounds flemish for the first time; for the second time double that sum, and for the third time, one hundred pounds flemish with absolute prohibition of trade. Further, no bakers, nor any who make a trade of baking coarse or white bread to sell to Christians shall mix in whole or in part, any sifted bran in the coarse bread, but shall bake the coarse loaf as it comes from the mill, nor bake any sort of coarse or white bread for Christians except as herein-before specified under a penalty as before, the inspection thereof remaining to the judicature of this W: Court and those whom they have adjoined unto themselves as having better knowledge of bread, and thereunto by special charge and order have authorized, namely the persons:—Hendrick

Willemsen, baker, and Christoffel Hooghland. They interdict and forbid them, from now henceforth to bake any more "Koeckjes," jumbles, or sweet cake on forfeiture thereof, and the additional penalty of fifty guilders. And that all be better obeyed and observed, We authorize and qualify our Officer herein to pay sharp and strict attention, and duly to proceed against the contraveners. Thus done, resumed and enacted in our Court, in Amsterdam, in N. Netherland, the 21. October. A<sup>o</sup> 1661.

Tuesday, 25<sup>th</sup> Octob<sup>r</sup> 1661. In the City Hall. Present the Heeren Pieter Tonneman, Allard Anthony, Paulus Leenderzen van de Grift, Timotheus Gabry, Pieter Wolferzen van Couwenhoven, Joannes van Brugh, Jan Vigne.

The Schout Pieter Tonneman, pltf. v/s Piere Pia, deft. Pltf. demands from deft. for having tapped on a Sunday during preaching, the fine of five persons according to Placard. Deft. says, he is ignorant of what the Officer lays to his charge, and undertakes to prove the contrary. The W: Court condemn the deft. in a fine of thirty guilders for five persons, who sat there drinking, and for permission to tap one year and six weeks, thirty guilders, making together the sum of sixty guilders, with costs.

The Schout Pieter Tonneman, pltf. v/s Jan Janzen, the younger, deft. The Heer pltf. demands from deft. in writing the sum of 150 gl. for the deft. having drawn a sword against Francois de Bruyn, whom he would have wounded had it not struck on the corner of a ship. Deft. requests copy of the demand. The W: Court order copy to be furnished to deft. to answer thereunto at the next Court day.

Burgomaster Allard Anthony, pltf. v/s Jan Janzen, the younger, deft. Pltf. complains of insults offered to him by the deft. in presence of Joannes de Decker, Pieter Tonneman, Joannes van der Meulen and others: then as he was drunk, he forgives him. Deft. acknowledges his fault; says, he is sorry. Burgomasters and Schepens condemn the deft. in a fine of fifteen guilders to be paid to the poor.

Hendrick Janz: Smitt, arrestant and pltf. v/s Evert Mareschal, arrested and deft. Pltf. prosecutes the attachment against the deft. for payment of rent. Deft. says, he will not depart, nor intends to leave before having spoken to him. Burgomasters and Schepens declare the arrest valid.

Cornelis Janzen Clopper, pltf. v/s Albert Alberzen and with him Marten the smith defts. Pltf. demands the obligation, which he has executed as the same is paid in the a/c of the deft. Marten the smith. Deft. Albert Albersen says, he has nothing to do with pltf. and that he will prove, that he is paid. Burgomasters and Schepens having heard parties and seen the writing produced by the pltf. decide, that the obligation shall remain in consignment with the Secretary of this City, until letters shall come from Fatherland and in the meanwhile the hundred and fifty guilders shall go in payment of Marten de Smitt.

Albert Alberzen, pltf. v/s Wessel Gerrizen, deft. Pltf. demands from deft. his gun with a sword and a heavy belt, loaned to deft. at Christmas. Deft's wife appearing, says that the arms are stolen. The W. Court order deft. to return the arms or the value thereof.

Egbert Meindersen, pltf. v/s Jan Hendrickzen Steelman, deft. Pltf. demands from deft. one hundred and twenty seven guilders, balance per a/c. Deft. says he does not owe before the work is finished, producing the contract. Pltf. says the work is finished. Burgomasters and Schepens refer the matter in question to Isaack Greveraet and Frans Janzen van Hooghten to examine the work according to agreement and contract in the presence of the Heer Schepen Pieter Wolfersen van Couwenhoven; to reconcile parties if possible, if not, to report their award to the Court.

Abraham Pieterzen, pltf. v/s Claas Tysen, cooper, deft. Pltf. demands that his boy apprenticed to the deft. to learn a trade may be discharged from deft. as the deft. threatens both him and his son. Deft. denies such, producing the decision of the last Court day. Parties being heard, the W. Court order Pieter Abrahamsen, the pltf's son, to serve out his time and to return to work.

The Heer Schout, Pieter Tonneman, pltf. v/s Francois de Bruyn, deft. Deft. in default.

Isaack Bedlo, arrestant and pltf. v/s Ritzert Pantom, arrested and deft. Deft. in default. Burgomasters and Schepens declare the arrest valid.

Teuntje Jurriaans, pltf. v/s Styntje Jans, deft. Deft. default.

Symon Clazen Turck, pltf. v/s Paulus Schrick, deft. Deft. default.

Focke Janz: pltf. v/s Wernaar Wessels, hatter, deft. Deft. default.

Focke Jans, pltf. v/s Pieter Wessels, deft. Deft. default.

Focke Jans, pltf. v/s Jeremias Janzen, deft. Deft. default.

Eghbert Meinderzen, pltf. v/s Lambert Barenzen, deft. Deft. in default.

Herry Breser, pltf. and arrestant v/s Willem Jacobzen Backer, arrested and deft. Deft. in default. Pltf. says deft. is gone away from arrest.

M<sup>r</sup>. Jacob Hugues appears in Court requesting execution on the judgment dated 18<sup>th</sup> October last against Lodowyck Pos, with costs. The Bailiff is ordered to execute these.

Cornelis Pluyvier requests execution on the judgment dated 18<sup>th</sup> Octob<sup>r</sup> last against Symon Hermesen Cort. The W. Court order the Bailiff to execute these.

Teunis Cray requests execution on the judgment dated 11<sup>th</sup> Octob<sup>r</sup> against Abraham Janz: The W: Court order the Bailiff to execute these with costs.

Claas van Elslandt the younger att'y of Hans Carelsen requests execution on the judgment dated 18<sup>th</sup> Octob<sup>r</sup> last against Pieter Ryverdingh. The W: Court order the Bailiff to execute these.

Jacobus Vis answers to Cornelis Pluyviers declaration relative to the sold bed and bolsters. The W: Court order copy to be furnished to party, to reply thereunto at the next Court day.

Maria Besems replies to Gerrit van Tright. The W: Court order copy to be furnished to party to rejoin thereunto at the next Court day.

Jacob van Couwenhoven answers to Solomon La Chair. The W: Court order copy to be furnished to party to reply thereunto at the next Court day.

Maria Polett, wife of Mattheus de Vos, requests by petition, that Solomon La Chair shall furnish her the procuration of Francis Hol, if he has any, so that she may know against whom she shall act. Marginal order: The request is granted and Solomon La Chair is hereby ordered to furnish copy of procuration to Mattheus de Vos.

Jan Jurriaanzen Becker requests by petition, that the ten guilders seventeen stivers, which are due to him by Nicolaas Boot's wife by virtue of judgment dated 28<sup>th</sup> Septemb<sup>r</sup> 1660. may avail him in abatement. Apostille:—Petitioner has to summon Nicolaas Boots att'y hereupon.

On date 29<sup>th</sup> October 1661 Symon Jansen, at Sieur Paulus Schrick's request, has declared by solemn oath, at the hands of the President of

Burgomast<sup>r</sup> and Schepens of the City of Amsterdam in N: Netherl<sup>d</sup>, that he has not received or enjoy<sup>d</sup> for the behoof of the aforesaid Sieur Paulus Schrick, from Jan Wepp, residing at Hartford in N: England, any payment either in zeawan, wheat or otherwise, in any manner, in fulfillment of certain obligation dated 17<sup>th</sup> July 1652.

On the last October 1661. has Marten Cregier, Treasurer of this City, attached in the hands of Jacobus Backer an anker of waters, which Abraham Pietersen must have from him for a hog; and that for a claim the City has against Abraham Pietersen abovenamed for non payment of Burger-right.

Tuesday, 1<sup>st</sup> Novemb. 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen Vander Grift, Allard Anthony, Timotheus Gabry, Joannes van Brugh, J. Vigne.

Fiscaal Nicasius de Sille, arrestant and pltf. v/s Tobias Feecks, arrested and deft. Deft. in default. Pltf. demands the profit of the default ; recommending the same to Pieter Tonneman.

Schout Pieter Tonneman, pltf. v/s Jan Janzen the younger, deft. Pltf. persists in his demand entered in writing against the deft. on the last Court day. Deft. answers in writing. The W. Court order copy of the answer to be furnished to the Officer to reply thereto on the next Court day.

Daniel Weitit (? Whitehead), pltf. and arrestant v/s Dirck Teunizen, arrested and deft. Pltf. demands from deft. restitution of the note which is paid, and also a foal. Deft. answers in writing demanding copy of the claim and further, the accounts on which it is founded and reasons for the arrest, failing whereof that the arrest be declared null and of no avail. Further demanding from the deft. payment in reconvention of two hundred and fifty guilders in beavers or tobacco for a mare bought from him and one ton or barrel of pork. Burgomasters and Schepens refer the matter in question to Cornelis Steenwyck, old Schepen and now Orphan Master of this City, and Tomas Willett, to investigate the case they have against each other, decide on the same, and to reconcile them if possible; if not, to report their verdict to the Court ; the arrest remaining meanwhile valid.

M<sup>r</sup> Paulus van de Beeck, pltf. and arrestant v/s Jan Teunissen,

arrested and deft. Pltf. demands in writing from deft., according to contract half the produce of the farm, which the deft. had on lease from him, saying he received more corn than he, the pltf. and after the contract expired he made use of his two draft oxen without his consent, and let the cattle go into his garden and there destroy his vegetables. Demanding therefore indemnification therefor. Deft. denies it, and if he had any claim for damage, he ought to have long ago spoken to him. Burgo-masters and Schepens refer the matter in question to Albert Cornelissen Wantenaar and Jan Pietersen to determine the case of parties, to settle the same if possible, if not to report their verdict to the Court.

Pieter Pieterzen Smitt, pltf. v/s Joghim Beekman, deft. Pltf. demands from deft. two hundred and twelve guilders and fourteen stivers in peltries at beaver price. Deft. says that he offered pltf. the deed of his house and requested him to wait for payment until his return from the South ; and has paid on the obligation having an offset a/c. The W: Court refer the matter in question to Jacobus Bakker, old Schepen of this City, and Joannes van der Meulen to take up the a/c of parties, to settle the same and if possible to reconcile them ; if not to report their verdict to the Court.

Frerick Aarzen, pltf. and arrestant, v/s Skipper Willem Bording, arrested and deft. Pltf. demands from deft. fl. 69. 15. according to a/c. Deft. maintains that pltf. has marked the a/c too high. The W. Court refer the matter in dispute to Frerick Lubbertsen and Claas Bording to take up the a/c, determine the same, and reconcile parties, if possible; if not to report their proceedings to the Court.

Jan Parisien, pltf. v/s Arent Jurriaanzen Lantsman, deft. Pltf. demands from deft. thirty one guilders for water melons and pumpkins. Deft's wife appearing acknowledges the debt ; requests time, as she has suffered loss on the pumpkins and water melons. The W: Court order the deft. to pay the pltf. within six weeks' time.

Schout Pieter Tonneman, pltf. v/s Francois de Bruyn, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. one hundred guilders ; requesting sequestration of the monies. The W: Court order the deft. to deposit the monies with the Secretary of this City.

Balthazar de Haart, pltf. v/s Metje Wessels, deft. Pltf. again demands from the deft. three beavers balance of seven, which the deft. ac-

cepted to pay him for Capt. Jacob ; exhibiting the same by his book. Deft. says, if the pltf. will declare on oath, that she so promised, she will pay, on condition, that the beavers shall remain in consignment with the Secretary of this City, until she have her own. Pltf., offering to declare the same on oath, accordingly confirmed his assertion on oath at the hands of the Officer. Burgomasters and Schepens therefore condemn the deft. Metje Wessels to satisfy and pay Balthazar de Haart the demanded three beavers, with costs.

Balthazar de Haart, pltf. v/s Frerick Aarzen, deft. Pltf. demands again from deft. two beavers for one and thirty guilders in *zeewan*. Deft. denies having promised the beavers ; demands proof. Pltf. exhibits by his blotter, where he entered, that deft. has promised him the beavers. Pltf. was asked, if he will swear to his book ? Answers Yes ; and has confirmed his book by oath at the hands of the Officer. Burgomasters and Schepens condemn therefore the deft., Frerick Aarzen, to satisfy and pay to pltf. the demanded beavers, with costs.

Andries Joghimzen, pltf. v/s Skipper Willem Bordingh and Cornelis Light Water, gunner, defts. Pltf's wife appearing, demands from the defts.—from Skipper Willem for his particular *a/c*. eight guilders and for what he has guarantied for the cook and pilot, eighty four guilders, nine stivers, for the sail maker forty nine guilders, ten stivers and for the gunner eighty guilders. Deft. Skipper Willem says, he has not gone security for more than the cook, pilot and sail maker, and ordered the pltf. not to tap any more for his crew. Pltf. says, such is true, but afterwards consented that she should tap. Burgomasters and Schepens having heard parties order Skipper Willem to pay pltf. the sum of a hundred and forty one guilders, nineteen stivers as well for himself as for the cook, pilot and sail maker and order Cornelis Lightwater, gunner, to satisfy and pay the pltf. eighty guilders, as the skipper was not responsible for the same.

Skipper Willem Bording and Cornelis Lightwater, gunner, entering ; Cornelis Lightwater, gunner, requests to be discharged from the ship's service and to be allowed to leave the ship, which the skipper will not consent to, as nothing was agreed about it, but he shall aid in the voyage to Fatherland. Burgomasters and Schepens having heard parties, decree and order Cornelis Lightwater, gunner, to stand by the ship and to pro-

ceed with the vessel to Holland ; if not that his monthly wages shall be forfeited.

Focke Janzen, pltf. v/s Jeremias Janzen, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. fourteen guilders, five stivers. The W: Court order the deft. to deposit the monies with the Secretary of this City.

Focke Jansen, pltf. v/s Wernaer Wessels, hatter, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. twenty seven guilders. The W. Court order deft. to deposit the monies with the Secretary of this City.

Focke Jansen, pltf. v/s Pieter Wessels, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. seven guilders. The W: Court order deft. to deposit the monies with the Secretary of this City.

Paulus Van de Beeck, pltf. v/s Jurrien Janzen van Auweryck, deft. Pltf. in writing concludes, that deft. shall forfeit the ancker of brandy which he brought from the ship St John Baptist without permit, and moreover a fine of one hundred guilders, Holland, according to placard; with costs. Deft. demands copy of the demand. The Officer puts himself in as guardian. The W: Court order copy of the demand to be furnished to pltf. to answer thereunto at next Court day.

Solomon La Chair, pltf. v/s Tielman van Vleeck, deft. Pltf. as attorney for Albert Cornelis<sup>2</sup> Wantenaar demands from deft. sixty four guilders, eight stivers in zeewan, according to a/c exhibited, with costs. Deft. answers in writing; concluding, that the suit shall be dismissed, as the pltf. has made the debt over to Frerick Lubbersen, who should receive the same at Fort Orange from his son Isaack van Vleeck; then whereas he came not to receive the monies, but departed, the same were left in the hands of Jan van Beeck. The W: Court order Tielman van Vleeck to summon Frerick Lubbersen by the next Court day to appear also with his son.

Jan Jurriaanzen Becker, pltf. v/s Frerick Lubberzen, deft. The pltf. requests, that the ten guilders seventeen stivers, which he claims of Nicolaes Boot (whose attorney the deft. is) according to act thereof being, may go to the payment of the rent of said Boot's house which he occupies ; with costs. Deft., attorney for Nicolaes Boot, says, that Nicolaes Boot is hourly expected and that the rent is all made over to another and not a beaver of the rent belongs to him. Burgomasters and Schepens having heard parties, decide that the ten guilders seventeen stivers may

be offset for beaver in such value in seewant as it now goes for, in payment, with costs.

Teuntje Jurriaans, pltf. v/s Styntje Jans, deft. Pltf. says, that deft. has stated, she is one of the whores, whom her husband keeps. Deft. denies that, saying that she said, What decent women are they, who are kept by other women's husbands? Pltf. says, that deft's husband told her so, and she daily upbraids him with it. Burgomasters and Schepens order the pltf. to prove her statement.

Simon Clazen Turck, pltf. v/s Paulus Schrick, deft. Pltf. concludes in writing, that deft. as well as the heirs of Guiliam Verlett shall be condemned to offset the debt, which is belonging to him thro' his father in law Caspar Verlett against whatever the abovenamed Caspar Verlett is demanding from him on a/c of his father in law Pieter Cornelissen, and that the arrest made at Fort Orange of the planks in the possession of Tomas Lodowyck may be discharged free of costs and damages; exhibiting the judgment of the Court there dated 13<sup>th</sup> 7<sup>th</sup> 1661. Deft. says, that pltf. must prove, that he is one of the heirs. Pltf. says, he is indebted to his father in law and not to him. Deft. says, it is made over to him. Burgomasters and Schepens order the deft. to produce before them the note, from which the debt arises, together with the power and order parties on both sides to send to Fort Orange for the attached planks and to place the same in charge of this City to be disposed of according to the issue of the case.

Tomas Ryckt,\* pltf. v/s Hendrick Kerckhoven, deft. Pltf. demands from deft. a hundred and twenty six guilders three stivers, according to obligation. Deft. says, he does not owe more than fifty pounds of tobacco, undertaking to prove the same. The W: Court order the deft. to prove his statement at the next Court day.

Pelgrum Clock, pltf. and arrestant v/s Symon Joosten, arrested and deft. Pltf., as attorney for Schepen Pieter van Couwenhoven, demands, pursuant to the judgment of the Court of Breuckelen, from the deft. a hundred and thirty five guilders and requests, that the arrest be declared valid. Burgomasters and Schepens decide, whereas the power of attorney authorizes to sue the debtors of Long Island there, each before his respective jurisdiction, that the same is invalid here, the rather as the

\* Is this meant for Wright?

principal resides here, and if he have any claim against the deft., he has to seek it himself. Therefore discharge the deft. from arrest.

Jacobus Vis, pltf. v/s Pelgrom Clock, deft. Pltf. says, that deft. took out of his book, in bad faith, the a/c, which he had against Hans Steyn and has made no agreement for beavers with Hans Steyn. Hans Steyn sent for to Court, appears and is asked who furnished him with Jacob Vis' a/c? Answers, Jacob Vis. Jacob<sup>l</sup> Vis says, that to his knowledge he did not furnish him with the a/c. Hans Steyn undertakes to maintain his assertion by oath. Jacobus Vis proposes to prove, that Pelgrom Clock took the a/c. in bad faith out of his book. The Schout as guardian demands, that Jacobus Vis prove his assertion by the next Court day. Burgomasters and Schepens order Jacob Vis to do so at the next Court day.

Focke Jansen, pltf. v/s Jan Clazen Ruyter, deft. Deft. in default.

Focke Jans, pltf. v/s Jan Andriezen De Graaf, deft. Deft. in default.

Focke Jans, pltf. v/s Cornelis Hooghboom, deft. Deft. in default.

Geertje Corssen, pltf. v/s Jacob de Haan, deft. Both in default.

Jacob van Couwenhoven, pltf. v/s Frans Janzen van Hooghten, deft. Deft. in default.

Jacob Leunizen, pltf. v/s Joris Dopzen, deft. Deft. in default.

Salomon La Chair, pltf. v/s David Joghimsen, deft. Deft. in default.

Tobias Feecks appears in Court saying he is arrested and summoned by the Fiscaal for judgment and whereas he has to claim a considerable sum from the Company he offers to offset the same. Burgomasters and Schepens order him to repair to the Secretary van Ruyven and to communicate the matter to him.

Symon Janzen Romein entering prosecutes an arrest issued against a small case of peltries belonging to Arien Symonsen in the hands of Claas Bording and requests the arrest to be declared valid. The W: Court declares the arrest valid.

On the reply of Cornelis Pluyvier v/s Jacobus Vis, ordered: The W: Court direct copy to be furnished to party to answer thereunto at the next Court.

On the rejoinder of Gerrit van Tright v/s Maria Besems, ordered: The W: Court order copy to be furnished to party and parties on both

sides are directed to exchange papers with each other and to desist from further production; to submit their deduction and principal intendit by inventory at the next Court day.

Solomon La Chair requests by petition, in order to adjust the matter between him and Reinier Rycke, attorney for Arnout Bailly, merchant at Amsterdam in Europe, that Mattheus de Vos as substitute of Reinier Rycke do not concern himself with the matter, since the principal is on the spot. Marginal order:—Burgomasters and Schepens decide, that Mattheus de Vos, substitute for Reinier Rycke, may attend the arbitration on the matter in dispute and that it cannot be forbidden him, if the principal requires it.

Pelgrum Clock, attorney of Arien van Laar, requests by petition execution on the judgment pronounced against Evert Mareschal dated 27<sup>th</sup> September. Whereupon was ordered: The Bailiff is directed to execute these.

Maria Peeck requests by petition, that Jan Ariaansen be ordered to bring the beavers due her by him for a house and lot sold, according to deed of sale, in consignment to the City Hall. Marginal order:—The petitioner is ordered to summon Jan Ariaansen before this Worshipful Court for her claim.

Tuesday, 8<sup>th</sup> November 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen van der Grift, Allard Anthony, Timotheus Gabry, Pieter van Couwenhoven, Joannes van Brugh, Jan Vigne.

Jan Jurriaansen Becker, pltf. v/s Fiscaal Nicasius de Sille, deft. The matter and differences between parties on both sides were referred by Burgomasters and Schepens to Cornelis Steenwyck, old Schepen and now Orphan Master of this City and Sieur Jacob Strycker, also former Schepen of this City, to hear parties; debate and determine their difference, and if possible to reconcile them, if not to report their finding to this Court.

Schepen Joannes van Brugh, in quality as Deacon, prosecutes an arrest issued against the person of Jan Jurriaansen Becker on a/c of the non-payment of ten guilders for the poor. Burgomasters and Schepens declare the arrest valid

Arent Jurriaanzen Lantsman, pltf. v/s Jacob Strycker, in quality as attorney of Jacob Steendam, deft. Pltf. complains of the house, which Jacob Steendam hired to him, as not being inhabitable, according to declaration. Deft. exhibits the lease made between Jacob Steendam and the pltf. demanding from the pltf. balance of one hundred and eighty nine guilders, two beavers and one wild cat skin for rent and obligation. Burgomasters and Schepens having heard parties, decide, that the lease must have effect, and that the pltf. may deduct from the rent the expence incurred on the house; order further, that deft. in his quality shall make the proper necessary repairs on the house and have it made inhabitable, and if parties have any difference in the matter of a/c., refer the same to Isaack Grevera and Jacques Cosseau, to decide the same, to reconcile parties if possible; if not to report their proceedings to the Court.

Joghim Beeckman, pltf. v/s Pieter Pieterzen Smitt, deft. Pltf. complains in writing to have been slandered about a year ago by the deft. according to declaration of Marcus Pietersen and Gerrit Lebes, working at the time with the pltf. and requests indemnification therefor, honourable and profitable. Deft. denies the slander, both verbally and in writing: requesting that the men be heard before the W. Court. Burgomasters and Schepens order the deft. to summon the aforesaid men by the next Court day.

Jan Bercker, arrestant and pltf. v/s Jan Meat, arrested and deft. The question and difference between parties, relative to the sale and payment of three oxen were referred by the W: Court to Isaack Bedlo and Jean Lauwrens to debate and decide the same, to reconcile them if possible; if not to report their finding to the Court.

Simon Clazen Turck, pltf. v/s Tielman van Vleeck, deft. Deft. absent. Pltf. says, that he agreed with the deft. and that the deft. accepted to attend, as substitute, to his business in his absence, for twenty <sup>fl</sup> cent and did not do so. Demands return of his papers.

Jan Gillizen Koeck, pltf. v/s Pieter Ebel, deft. Deft. in default. Pltf. having summoned deft. in a suit of arrest, for payment of a hog, entered by Abram Pietersen for non payment of his Burgher right; Burgomasters and Schepens declare the arrest valid.

Jacob van Couwenhoven, pltf. v/s Frans Janzen van Hooghten, deft. Pltf. again demands the hand screw from the deft. Pursuant to order,

dated 18<sup>th</sup> October last, deft. was asked, what proof he has that the jack-screw belongs to him? Answers, he has none and that pltf. never spoke to him of it during the four years he had it; persisting in his answer rendered on the 18<sup>th</sup> aforesaid. Burgomasters and Schepens having heard parties decide, whereas Frans Janzen van Hooghten remains in default of proof, that he shall return the screw in question to Jacob Wolfersen, who shall use the same as long as he has made use of it, and after that date they shall use it together, the property thereof shall then remain with Jacob Wolfersen.

Tomas Rieckt,\* pltf. v/s Hendrick Kerckhoven, deft. Pursuant to last Court day deft. exhibits his proofs, that he owes the pltf. only fifty pounds of tobacco. Burgomasters and Schepens having heard parties, refer the matter in question to Tomas Hall and Joris Wolsey to examine the dispute of parties, to decide the same and if possible to reconcile them; if not to report their doings to the Court.

Frans Janzen van Hooghten, pltf. v/s Wessel Everzen, deft. Pltf. demands from deft. payment of wages. Deft. delivers into Court a written answer. Pltf. produces the decision of arbitrators, demanding the costs incurred and still to be incurred. Burgomasters and Schepens order deft. to bring in personally or in writing, what he objects to the work, on pain of deprivation of right and in default order him to pay.

Jacob Leunizen, pltf. v/s Joris Dopzen, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. twenty six guilders, ten stivers. The W Court order deft. to deposit the monies with the Secretary of this City.

Symon Clazen Turck, pltf. v/s Tomas Lodowyck, deft. Deft. hands in, through the Court Messenger, the judgment pronounced by the Court of the Colonie at Fort Orange between the pltf. and the attorney of Paulus Schrick. Burgomasters and Schepens having considered and read the same persist in their judgment dated the first of this month, between the pltf. and Paulus Schrick.

Focke Janzen, pltf. v/s Jan Clazen Ruyter, deft. Defts. 2<sup>nd</sup> default. Pltf. demands from deft. twenty seven guilders with costs. The W: Court order the deft. to deposit the monies with the Secretary of this City.

Focke Janzen, pltf. v/s Jan Andriessen de Graaf, deft. Pltf. demands from deft. forty guilders, nine and a half stivers with costs. Deft.

\* Quere Wright

demands a/c. saying, if pltf. counted into eight shares, his money is ready. Pltf. says, he and the deft. made up the a/c together, and adds that there is not a difference of a drink of beer. The W: Court order pltf. to furnish the items of a/c, from which his debt arises, in writing by the next Court day.

Focke Jansen, pltf. v/s Cornelis Hooghboom, deft. Pltf. demands from deft. forty guilders, nine and a half stivers, with costs. Deft. says, he is willing to pay, if the a/c of the drinks used is divided into eight parts. The W: Court order deft. to pay the pltf. 40 gl. 9½ stivers with costs.

Focke Jansen, pltf. v/s Pieter Wesselzen, deft. Pltf. demands from deft. balance of seven guilders with costs. Deft. says, he will pay if the others pay. Pltf. says, that they sat together drinking three nights and three days. The W: Court order deft. to pay the pltf. the seven guilders with costs.

Focke Jansen, pltf. v/s Jeremias Janzen, deft. Pltf. demands from deft. a further balance of fourteen guilders, with costs. Deft. says he never refused the money, demanding a/c, which was exhibited to him. The W: Court order the deft. to pay the pltf. with costs.

Solomon La Chair, pltf. v/s Tielman van Vleeck, deft. and Frerick Lubberzen, witness. Pltf. concludes in quality as attorney for Albert Cornelissen Wantenaar for payment of four and sixty guilders and eight stivers with costs. Frerick Lubberzen entering declares, that Albert Cornelissen Wantenaar is indebted to him and not Van Vleeck, and seeks payment from said Albert, as he has received no payment from Tielman van Vleeck, though he has spoken to him on the subject; says he has no order from his father. Burgomasters and Schepens, on the written request of Tielman Van Vleeck postpone the matter until the next Court day.

Solomon La Chair, pltf. v/s David Joghimzen, deft. Defts. 2<sup>d</sup> default. Pltf. as attorney for the Consistory of Midwout, demands twenty guilders from the deft., in the name of the same. The W: Court order the deft. to deposit the monies with the Secretary of this City.

Jan Jansen van de Lange Straat, pltf. v/s Ryck Hendricksen, deft. Pltf. says, he sawed with the deft. for Pieter Kock's widow, two hundred feet, the half whereof comes to him, which was received by the pltf. De-

manding the same therefore from the deft. Deft's wife appearing in Court says, that the pltf. had undertaken the work with her and neglected it, and that she lay in fourteen days ago, and has to pay for that. Burgo-masters and Schepens having heard parties dismiss the pltf's suit, as he had neglected the work, which he undertook with the deft.

Schout Pieter Tonneman, pltf. v/s Jacob Teunissen Kay, deft. Pltf. demands from deft. fifty guilders fine and a year and six weeks suspension from his business according to Placard, for having baked small loaves, in violation of the order. Deft. says, he always baked large bread and has not violated the order. The W: Court condemn the deft. in a fine of fifty guilders and excuse him for the first time from suspension of business.

Schout Pieter Tonneman, pltf. v/s Francois de Bruyn, deft. Defts. 3<sup>d</sup> default: The pltf. demands in writing from the deft. one hundred guilders fine, for that deft. used force and violence in the house of Jan Jansen the younger, and requests definitive judgment with costs, as he has further stated, that Jan the younger is a false book-keeper, a murderer ; as is proved by declaration. The W. Court condemn the deft. in the fine of one hundred guilders with costs.

The Schout Pieter Tonneman replies to the answer of Jan Jansen the younger. The W: Court order copy to be furnished to party thereunto to rejoin by the next Court day.

Symon Clazen Turck, pltf. v/s Paulus Schrick, deft. Deft. in default.

Maria Peeck, pltf. v/s Jan Ariaanzen, carpenter, deft. Deft. in default.

Hans Stein requests by petition, that Jacobus Vis shall be ordered to deliver in to Court his papers, which he has in the suit against him in the time of twice four and twenty hours, on pain of nonsuit. Marginal order: — *Fiat* and order shall be issued hereupon: Jacobus Vis is hereby ordered and charged by the W. Court of this City to deliver in to the Court afore-said his pieces, documents, and papers in the suit against Hans Stein, within twice twenty four hours, per inventory on pain of non-suit.

Jacob Huges requests execution on the judgment, which he has against Pelgrum Clock dated 18<sup>th</sup> October last. The W Court order the Bailiff to execute these.

Solomon La Chair replies to Jacob van Couwenhoven. The W: Court order copy to be furnished to party to rejoin thereunto at the next Court day.

Jurrien Janzen van Auweryck answers the demand of Paulus van de Beeck. The W: Court order copy to be furnished to party to reply thereunto at the next Court day.

Warnaer Wessels as attorney of Jan Eraat requests execution on the judgment dated 25 Octob: 1661. against Leentje Dircks Servaas. The W: Court order the Bailiff to put this into execution.

Interrogatories drawn up to examine and hear thereupon the prisoner, Mesaack Martens, late Company's mason.

1. Did you steal, more than a month ago, a quantity of cabbage at the house of one Pieter Jansen, ship carpenter, residing at the entrance of Maiden Lane (*'t maagde paatje* —) when you were caught and overtaken by the Watch? *Answers*, Having been drunk, he stole the cabbage and was caught by the Watch.

2. And how many cabbages did you steal as well there as at other places; who helped you and were your abettors and fellow thieves? *Answers*, No person was by or has seen me; I stole no more cabbages, than the Watch took from me.

3. Did you not, about fourteen days ago, climb in behind the fence of one Lucas Andriessen, skipper, trading to Fort Orange, thro' the garden and enter the house there very early in the morning. Were you not found there with a tub of butter about half empty, and did you not steal and take it with you and carry it to your house? *Answers*, He has had no butter in half a year in the house; and his road lying thereby and being drunk his hat remained lying there.

4. Did you not hastily retire and on hearing noise leave your hat behind, which was then taken up by one Barent Cruytdop and saved? *Answers*, That Barent Cruytdop told him, his hat was there.

5. Did you not frequently break off, draw out and burn the City's or Company's palisades or where do these remain or to whom did you sell them? *Answers*, No.

6. What more and where have you stolen; where concealed, to whom sold; who are your receivers or abettors or cooperators? *Answers*,——.

The W: Court asked the prisoner Mesaack, where the property is,

which he took out of the chest, that he broke open, as the woman complained, to whom it happened? *Answers*, That the woman got it back again even to a pin.

Thus done and the aforesaid Mesaack Martens questioned and by him answered in the Court of the Schoot, Burgomasters and Schepens, the 8<sup>th</sup> Novemb: 1661.

On the date 11. November following the aforesaid Mesaack Martensen, prisoner, is again questioned on the above points of interrogation in presence of the Commissaries Tymotheus Gabry and Joannes van Brugh, appointed thereto by the W. Court, and heard and answered by him as followeth:—

On the first. *Answers*; acknowledges to have taken five or six cabbages from the garden and to have climbed over the palissades.

2. *Answers*; he has stolen, as before, five or six cabbages and on no other place.

3. *Answers*; no, and says he does not know, where his garden is, nor where it comes out in the rear.

4. *Answers*; he knows of no noise, and was not there, and knows not how his hat came there.

5. *Answers*; he has taken no palissades, but says he took away some pieces of palissades from the garden of Paulus Leenderson, which he had helped to lay, for firing and that the same still lie by his house.

6. *Answers*; stole nothing but the cabbage and had no abettors.

7. And did not you, prisoner, steal some fowls and turkies from the garden of Mons<sup>r</sup> Veriet, and what more? *Answers*, No.

Regarding the chest he declares that he was to have some money from one Mary for having boarded her, and that the maid had come over towards the ferry and having remained away somewhat long, whereby not receiving any money from her, he took out a gown and pawned it, but as it was again asked for by the maid, he released it, and gave it back to her with all her other property. Thus done in Court and on the day as above.

Tuesday, 15 November 1661: In the City Hall. Present the Heeren Pieter Tootman, Paulus Leenderson van de Graft, Alard Anthony, Tymotheus Gabry, Pieter van Chrouwenhorst, Joannes van Brugh, Jan Vigne.

Mattheus de Vos, arrestant and pltf. v/s Barent van Maarle, arrested and deft. Pltf. demands from deft. the goods, he had from Anthony the Moor and took up by inventory. Deft. says, he was not bound to take care of the goods, requesting that the same be taken charge of and that he be discharged from arrest, so that he may pursue his journey. Burgo-masters and Schepens allow defts. request and authorize and qualify hereto Cornelis Steenwyck, old Schepen and now Orphan Master of this City and Jacob Strycker, also old Schepen of this City, to take charge of and value the inventoried goods of Antony More.

Jan Lauwrens, pltf. v/s Samuel Etsal, deft. Pltf. as att'y of Jan Cnoulits demands from deft. according to a note, nineteen pounds sterl'g and ten shillings and sixteen months interest @ 8 per cent. Deft. acknowledges the debt; requests time. The W: Court order the deft. to pay the pltf.

Jacob van Couwenhoven, pltf. v/s Frans Janzen van Hooghten, deft. Pltf. demands again from deft. his jack screw and says, that the deft. sent him a thing home which is good for nothing. Deft. says it is pltf's jack screw. The W: Court order the deft. to deliver to the pltf. the jackscrew in working order and uninjured.

Jan Broerzen, pltf. v/s Cristyntje Capoen, deft. Pltf. demands from deft. sixty guilders Holland currency for wages earned in the West Indies from deft's late husband. Deft. says, she does not know the pltf. and full fifteen years is passed, and if pltf. can bring proof that she owes it, she will pay. Pltf. was asked, if he had never spoken to defts. late husband about the matter? Answers Yes and was to him at Breuckelen with Albert Cornelissen's wife, when he gave for answer, that he did not owe him and must bring proof. The W: Court order pltf. to bring proof, that something is due him by the deft.

Pieter Pieterzen Smitt, pltf. v/s Marcus Pieterzen and Gerrit Feves, defts. Pltf. pursuant to the order of the last Court requests, that defts. shall declare, what they know about the matter, which Joghim Beekman has against him. Deft. Marcus Pieterzen declares, that he did not see but heard, that Pieter Smitt had pushed open the door of Joghim Beekman's chamber and saw it was open. Gerrit Feves declares to have seen and heard Pieter Smitt push open the aforesaid door and that he abused Joghim Beekman as a thief and worse than a thief. The Schout

as guardian requests copy of declaration. The W: Court order copy of declaration to be furnished to the Officer.

Isaack de Foreest, pltf. v/s Symon Clazen Turck, deft. Pltf. demands from deft. a boat according to agreement, which the deft. agreed to make. Deft. demands writing, which the pltf. promised him. Pltf. denies to have promised writing. The W: Court order the deft. to make the boat for the pltf.

Joris Rapalje, pltf. v/s Symon Clazen Turck, deft. Pltf. demands from deft. five hundred and ten guilders and four stivers according to a/c. and own signature of Pieter Cornelissen, millwright, defts. deceased father in law. Deft. says, he knows nothing about it and has a demand according to the book of Catelyntje, pltf's wife. Deft. was asked, if he was well acquainted with his father's hand? Answers, No; must compare it with his other writing. The W Court order pltf. to prove by the next Court day, that the signature of the exhibited a/c is the hand of Pieter Corneliss<sup>n</sup>, millwright.

On the petition of Symon Clazen Turck, Tielman Van Vleeck is hereby ordered and charged by the W Court of this City, to bring forth-with to the City Hall here the books and papers relating to the estate and effects of Pieter Cornelissen, dec<sup>d</sup>, millwright.

Isaack de Foreest, pltf. v/s Abraham Pieterzen Corbyn, deft. Pltf. demands from deft. forty guilders. Deft. acknowledges the debt; requests time. The W Court order the deft. to pay the pltf.

Joghim Beekman, pltf. v/s Pieter Pietersen Smitt, deft. Pltf. complains, that he cannot walk the streets in peace in consequence of the deft. calling him black-pudding and insulting him. Deft. denies it and says, he does not speak a word to him.

Abraham Pieterzen Corbyn, pltf. v/s Asser Levy, deft. Pltf. says, that deft. has taken more property than comes to him and ought to have only four beavers according to a/c produced. Deft. produces an opposite a/c. Burgomasters and Schepens refer the matter in dispute to Joannes van der Meulen and Mighiel Muyen to examine and decide the same, to reconcile parties if possible; if not to report their finding to the Court.

Focke Jans, pltf. v/s Jan Clazen Ruyter, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. twenty seven guilders. The W: Court order deft. to deposit the monies with the Secretary of this City.

The Officer Pieter Tonneman, pltf. v/s Andries Joghimsen, deft. Both in default.

Capt. Post, pltf. v/s Severyn Lauwerens, deft. Deft. in default.

Maria de Truy, pltf. v/s Jan Arriaanzen, carpenter, deft. Pltf. in default.

Isaack de Foreest, pltf. v/s Roeloff Janzen van Meppelen, deft. Deft. in default.

Maria Besems requests, by petition, Commissaries to hear Evert Mareschal on certain interrogatories. Whereupon was noted in the margin:—*Fiat* and Pieter Van Couwenhoven with Jan Vigne are hereunto appointed.

Cornelis Pluyvier entering requests, that the arrest, he has made on Arien Symonsen's monies in Egbert van Borsum's hands, be declared valid. Burgomasters and Schepens pronounce the arrest valid.

On the reply of Paulus van de Beeck v/s Jurrien Jansen van Auweryck, ordered: The W: Court order copy to be furnished to party to rejoin thereunto by the next Court day.

Focke Jans requests execution on the judgment against Jeremias Jans. dated the first of November of this year.

Jan Janzen de Jongh rejoins against the Officer Pieter Tonneman. The W: Court order copy to be furnished to party and parties are ordered to desist from any further production to exchange with each other their papers and to produce by the next Court day their deduction and principal intendit by inventory.

On the demand and opposition of Wessel Evertsen against Frans Janzen van Hooghten, ordered: The W: Court direct copy to be furnished to party to answer thereunto at the next Court day.

Mesaack Martenzen, brought forward was, at the request of the Officer for further interrogation, examined by *Torture*, as to how many cabbages, fowls, turkies and how much butter he has stolen, who his abettors and coöperators have been. Answering, he persists by his reply as per interrogatories, that he did not steal any butter, fowls, or turkies nor had any abettors—being again set loose, the Officer produces his demand against the delinquant, concluding, that for his committed theft, voluntarily confessed without *Torture* or chains, he shall be brought to the usual place of criminal justice, be well fastened to a stake, severely

whipped and banished from the jurisdiction of this City of Amsterdam for the term of ten years; all with costs. Which demand and conclusion of the Officer being considered by the W: Court and the voluntary confession of the delinquant Mesaack Martensen heard, they sentence as follows:—

SENTENCE.

Whereas Mesaack Martens of Amsterdam, imprisoned in this City for theft committed on the eighth of October last and regarding the same examined by the W: Court through its Commissaries, has voluntarily confessed and acknowledged without torture and chains to have stolen some cabbages from the garden of Pieter Jansen and taken from the chest which stood in his house, illegally and without the knowledge of the owner, and pawned a gown, all which cannot and ought not be tolerated in a well ordered place, where justice is wont to be administered, but, on the contrary ought to be punished as an example to others; Therefore the Court of this City administering the law in the name and on the behalf of the Noble High and Mighty Lords, the States General of the United Netherlands, of the Hon'ble Lords Directors of the Privileged West India Company and of the Hon'ble Director General and Councillors of N: Netherland, condemn, as they hereby do, the abovenamed Mesaack Martens that he, for his committed theft, shall be brought to the usual place of execution, to stand in the pillory with cabbages on the head, be banished five years from the jurisdiction of this City, and further pay the costs and *misses* of justice. Thus done and sentenced by the W: Court of this City Amsterdam in N: Netherland the 15<sup>th</sup> November, 1661.

P. L. van de Grift,  
Allard Anthony,  
Timotheus Gabry.

Tuesday, the 20<sup>th</sup> November 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen van der Grift, Allard Anthony, Timotheus Gabry, Pieter van Couwenhoven, Joannes van Brugh, Jan Vigne.

Schout Pieter Tonneman, pltf. v/s Andries Joghensen, deft. Deft. delivers into Court, through the Court Messenger, a declaration against the demand of the Officer. The Officer demands copy of declaration.

The W. Court order copy of declaration to be furnished to the Officer, to answer thereunto at the next Court day.

Schepen Jan Vigne, pltf. v/s Tomas Higgens, deft. Pltf. demands from deft. two hundred and seventy five pieces of firewood; requesting arrest of his person. Deft. says, he delivered the wood to pltf. in the bush. Pltf. replies, that when he would haul the wood, he was forbidden by Arent Cornelissen Vogel. Deft. rejoins, that the paid Arent Cornelissen Vogel's son his wages; undertaking to prove the same. The W: Court order deft. to prove at the next Court day, that he satisfied and paid Arent Cornelissens son for his wages.

Isaack de Foreest, pltf. v/s Roeloff Janzen van Meppelen, deft. Pltf. demands from deft. two hundred and sixty three guilders. Deft. acknowledges the debt; says the goods are still unsold. The W. Court order the deft. to pay the pltf.

Joannes van der Meulen, pltf. v/s Lodowyck Pos, deft. Defts. 2<sup>d</sup> default. Pltf. demands five beavers from deft. The W. Court condemn the deft. to deposit the monies with the Secretary of this City.

Capt Post, pltf. v/s Severyn Louwerens, deft. Pltf. demands from deft. forty one guilders, five stivers according to a/c. Deft's wife coming forward produces an offset a/c. and besides this some claim. Burgomasters and Schepens refer the matter in question to Thomas Hal and Frerick Lubbersen to hear parties, to examine and decide their affair and if possible reconcile them; if not to report their decision to the Court.

Joris Rapalje, pltf. v/s Simon Turck, deft. Pltf. demands, that deft. shall declare not to have any knowledge, that the signature to the a/c exhibited is the hand of Pieter Cornelissen, millwright. Pltf. was asked, what proof he has, that it is the hand of Pieter Cornelissen? Answers, he can give none, except the books of said Pieter Cornelissen, to be seen. And whereas the books and writings of Pieter Cornelissen remain in the hands of the Notary Tielman van Vleeck, Joris Rapalje was ordered to take the books and writings from Tielman van Vleeck.

Solomon La Chair, pltf. v/s Tielman van Vleeck, deft. Defts. 2<sup>d</sup> default. Pltf., as attorney for Abert Cornelissen Wantenaar, demands from deft. sixty four guilders, four stivers with costs. The W: Court order the deft. to deposit the monies with the City Secretary.

Jan Broerzen, pltf. v/s Cristyntje Capoen, deft. Deft. in default.

In pursuance to the order of the last Court day, pltf. produces a declaration of Adriaen Huybersen Sterrevelt, who states, it is within his knowledge, that Jan Broersen served Jacob Hay as a boy about seventeen years ago in the West Indies, both at Santa Cruz and Curaçoa, without having received, to his knowledge any pay therefor: Also a declaration of Tryn Herders declaring that he had been with him to Jacob Hay, and speaking about money was refused any by him. Burgomasters and Schepens order the pltf. to summon Cristyntje Capoens and Tryn Herders by the next Court day.

Balthazaar de Haart, pltf. v/s Pieter Pieterzen, shoemaker, deft. Deft. in default.

Immetje Volckers, pltf. v/s Abraham Pieterzen Carpyn, deft. Deft. in default.

Jan Jouckes, pltf. v/s Pieter Pieterzen, shoemaker, deft. Both in default.

Isaack de Foreest, pltf. v/s Leentje Dircks Servaas, deft. Deft. in default.

Frerick Aarzen, arrestant and pltf. v/s M: Bon, arrested and deft. Deft. in default. Burgomasters and Schepens declare the arrest valid.

Jan Rutgersen, arrestant and pltf. v/s Mighiel Syperus, arrested and deft. Deft. in default. Burgomasters and Schepens declare the arrest valid.

The Officer Pieter Tonneman requests, that Jan Jansen de Jongh shall be ordered to produce by the next Court day his papers, which he has used in the suit against him, on pain of nonsuit. Order: Jan Jansen de Jongh is hereby ordered and charged by the W: Court of this City to produce by inventory his papers, documents and pleas used in the suit against the Officer Pieter Tonneman on pain of nonsuit.

Jan Schryver requests by petition with other tapsters to be allowed to take thirteen stivers for two pots (*een vaen*) of beer. Marginal order: Petitioner with other tapsters are allowed to demand and receive thirteen stivers for two pots of beer.

Joannes de Peister requests execution of the judgment dated 7<sup>th</sup> Sept. 1660 against Claas Jansen Ruyter and Hermen Dousen for the sum of fl. 229. 8. being the balance of fl. 433. 16. according to judgment aforesaid. The W. Court order the Bailiff to put these in execution.

Jacob van Couwenhoven requests execution of the judgment dated 15. Novemb. 1661. against Frans Janzen van Hooghten. The W: Court order the Bailiff to put these in execution.

Schepen Pieter van Couwenhoven and Symon Felle, in quality as attornies of Adriaen Vincent, request execution of the judgment of date 25<sup>th</sup> October 1661 against François Soleil. The W: Court order the Bailiff to put these in execution.

Isaack de Foreest requests execution of the judgments dated 15<sup>th</sup> Nov<sup>r</sup>; one against Abraham Pieters Carpyn, and the other against Symon Clazen Turck. The W: Court order the Bailiff to execute these.

Tuesday 29. Nov: 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leenderzen van der Grift, Allard Anthony, Timotheus Gabry, Pieter Wolferzen van Couwenhoven, Joannes van Brugh, Jan Vigne.

Joannes de Decker, pltf. v/s Sicx van der Stighelen and Jan Janzen de Jongh as witnesses. Deft. Six in default. The pltf. demands the benefit of the default.

The Officer Pieter Tonneman, pltf. v/s Andrees Joghemsens, deft. Pltf. says, that deft. has tapped during the preaching on the 6<sup>th</sup> and 13<sup>th</sup> Novemb. last, demanding for six persons, who had drank there, thirty seven guilders according to placard and suspension from trade for one year and six weeks, with costs. Deft. denies having tapped, offering to affirm the same under oath, producing the declaration of Symon Turck and Jan de Vries, rendered heretofore. Symon Clazen Turck entering declares with offer of oath, that at the time he has not drank nor seen any tapping. The W. Court order the Officer to produce further proof by the next Court day.

Arent Jurriaanzen Lantsman, pltf. v/s Jacob Strycker, deft. Pltf. demands, that his house may be visited, that the same be repaired and abatement for the trouble he has suffered therein as uninhabitable. Deft. says, he told the pltf. to furnish materials, have it repaired and pay it in abatement of the rent and whereas such has not been done, demands payment of the rent due with costs, undertaking then to have the repairs done and to pay for them. The Worshipful Court refer the matter in question to Isaack Greveraet and Jacques Cousseau to visit, in the pres-

sence of Schepen Tymotheus Gabry, the house, to decide the parties case and to reconcile them if possible, if not to report their finding to the Court.

Jan Rutgersen, pltf. v/s Mighiel Cyperus, deft. Pltf. demands from deft. thirteen guilders in seewan. Soloman La Chair as attorney of deft. answers in writing, that deft. demands from pltf. two quarters of a year school money for his son's little boy, for whose schooling he contracted, also for a leg of goats-meat and says he offered to let debt go against debt. Pltf. says, he did not agree for the little boy and earned the little leg. The W: Court order the deft. to prove, that he had the little boy to school by agreement and the pltf., that he earned the little leg.

Jan Rutgersen, pltf. v/s Willem Doeckles, deft. Defts. 3<sup>d</sup> default. Pltf. demands from deft. fourteen guilders allowed him by decision of arbitrators. The W. Court order deft. to pay the pltf. the fourteen guilders.

Paulus Pieterzen, pltf. v/s Joannes de Witt, deft. Defts. 2<sup>d</sup> default. Pltf. concludes in writing, that deft. shall be condemned to pay him twelve guilders according to a/c annexed for and on account of his boat, which deft. took without his knowledge, from the Waal, injured and rendered unserviceable. The Officer requests copy of the demand. The W: Court order the deft. to deposit the monies with the Secretary of this City and allows the Officer copy of the demand.

Isaack de Foreest, pltf. v/s Leentje Dircks Servaas, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. eighty four guilders. The W: Court order the deft. to deposit the monies with the Secretary of this City.

Albert Cornelissen Wantenaar, pltf. v/s Tielman van Vleeck, deft. Defts. third default. Solomon La Chair, as att'y for the pltf., demands from the deft. sixty four guilders, four stivers, with costs. The W: Court order the deft. to pay the pltf. with costs.

Symon Clazen Turck, pltf. v/s Tielman van Vleeck, deft. Defts. 3<sup>d</sup> default. Pltf. says, he agreed with the deft. for twenty guilders, to serve him in his affairs, and that the deft. neglected his affairs and keeps by him the books, papers and documents, demanding the same. Deft. delivers in thro' the Court Messenger an answer; wherein he states, he has received no payment from pltf. therefor and as he obtained no satisfaction for what he has done for the pltf., he retains the books, papers etc.

The W: Court order the deft. to place in the hands of the W: Bench all the papers, books and documents of the pltf., which he has in his hands.

Symon Janzen Romein, pltf. v/s Arien Symonzen, deft. Deft. in default.

Symon Janzen Romein, pltf. v/s Tomas Janzen Mingael, deft. Deft. in default.

Jan Broerzen, pltf. v/s Cristyntje Capoen and Tryn Herders as witnesses, defts. Whereas Tryn Herders is not present, the matter is postponed to the next Court day and she is ordered to be summoned again.

Frans Janzen van Hooghten, pltf. v/s Wessel Everzen, deft. Deft. being sickly requests by petition, that Frans Janzen van Hooghten shall be ordered to take up a copy of his demand given in the last Court day. The W: Court order Wessel Eversen to take up the copy and to furnish the same to party within the period of three times four and twenty hours.

Lucas Janzen, pltf. v/s Dirck Janzen Van Deventer, deft. Deft. in default.

Hans Stein, entering, requests an end of the case between him and Jacob Vis, whereupon notice was given, that the matter should be taken in hand.

The following order is sent to Maria Besems and M<sup>r</sup>: Gerrit van Tright: Gerrit van Tright is hereby ordered by the W Court of this City, to deliver, within three times twenty four hours from the date underwritten, to the Secretary's office of this City the 'pleas, documents and papers, used in the suit against Maria Besems. Maria Besems is hereby ordered by the W: Court of this City to deliver within three times four and twenty hours to the Secretary of this City, the pleas, documents and papers, used in the suit against Boudewyn van Nieuwlandt and M<sup>r</sup>: Gerrit van Tright.

The Schout Pieter Tonneman produces a certain a/c against the City for and because of costs incurred on the delinquent Mesaack Martensen. Burgomasters and Schepens postpone the same, until it is found, what has been done heretofore in similar cases.

Schepen Jan Vigne requests, inasmuch as Tomas Higgins remains defective in proof, pursuant to order of the last Court day, that he shall be ordered to produce his undertaken proof against the next Court day, on pain of non suit. Burgomasters and Schepens grant Jan Vigne's re-

quest and order Thomas Higgins to bring in his proof by the next Court day, that he paid Arent Cornelissen Vogel's son his wages ; on pain of nonsuit.

Burgomasters and Schepens resolve and determine to meet on next Saturday, being the 3<sup>d</sup> December at one o'clock in the afternoon to dispose of the causes entered on the roll.

Joannes van der Meulen requests execution of the judgment against Lodowyck Pos, dated 22<sup>d</sup> November, 1661. The W: Court order the Bailiff to execute these.

Isaack de Foreest requests execution of the judgment against Roeloff Jansen van Meppelen dated 22<sup>d</sup> Novemb<sup>r</sup> 1661. The W: Court order the Bailiff to put these in execution.

Saturday, 3<sup>d</sup> December 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leendersen van der Grift, Allard Anthony, Tymotheus Gabry, Joannes van Brugh, Jan Vigne.

Burgomasters and Schepens of this City having read, re-read and considered the pleas, documents and papers, made use of on both sides in the suit between Symon Jansen Romein att'y for Dirckje Jans, wife of Jan Martens, pltf. v/s David Wessels, deft., for and touching satisfaction and payment of one hundred guilders, which the deft. owes pltf. in his quality, arising out of the sold yacht, called the *Blind Ass*, against which the deft. concludes, he is not indebted as the yacht is not bound for the debt and was sold back again by him and Teunis Cray to one David Dele, who absconded from here without paying. Burgomasters and Schepens having pondered over and weighed all that is material therein, find that whereas the deft. David Wessels has sold the aforesaid yacht without having power either by deed of sale, conveyance or the knowledge of the Judge, consequently having no right thereto, condemn him to pay and satisfy the pltf., in his quality, the demanded hundred guilders and parties were on both sides condemned each to pay his own costs. Thus done and adjudged in Amsterdam in New Netherland at the Court of the W Heeren Burgomasters and Schepens, absent Pieter Wolferzen van Couwenhoven. Dated as above.

P: L van de Grift.

Whereas Pelgrom Clocq Notary in this City, in writing a deed of sale of the bark, nam<sup>d</sup> the *Blind Ass*, sold by David Wessels and Teunis Cray

to one David Dele, in which bark the abovenamed David Wessels had no right of property; and before writing the conditions of sale of the aforesaid bark, the abovenamed Clock did not enquire of the aforesaid David Wessels by what right he sold the bark, whereby the aforementioned David Wessels suffered great loss and damage, which could have been prevented by the abovementioned Clock, Therefore Burgomasters and Schepens of this City taking the same into consideration, hereby condemn the aforesaid Pelgrom Clocq for this his great fault and mistake, to pay a fine of five and twenty guilders to the poor of this City.

Tuesday 6<sup>th</sup> Dec. 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leendersen van der Grift, Allard Anthony, Tymotheus Gabry, Pieter Wolferzen van Couwenhoven, Joannes van Brugh, Jan Vigne.

Hans Stein, Jacobus Vis and Pelgrom Clocq entering, Jacobus Vis was asked, if he had brought the books in which were entered the a/cs between him and Hans Stein? Answers Yes, exhibiting the same. Burgomasters and Schepens examining the same find, that the a/c as drawn by Pelgrom Clocq is not correct, as the same is made up of different items put together, they commission the Schepen Tymotheus Gabry and Joannes van Brugh to examine the whole, authorizing them to decide the differences and disagreements, which the parties Hans Steyn and Jacob Vis have herein; to reconcile them if possible; if not, to report their finding to the Court.

Walewyn van der Veen appears in Court, to whom was read the petition of Mighiel Tades relative to the mistake committed by him; to which he answers and says, that Mighiel Tades had never before made any objection to the mortgage or the judgment of Burgomasters and Schepens as Moderators and does so now to hold the matter in suspense and endeavors to aid himself by new objections. He was asked, if the money and planks in pledge are still to the good? Answers Yes or the value thereof. Ordered to retire. Mighiel Tades, entering, was asked, how it came that he gave van der Veen a mortgage for the sum of fl. 1615. 2., when he was not indebted so much? Answers, he was forced thereto and it was hard on him. Was ordered to retire. Parties having withdrawn, the cause was postponed till next Court day.

Tielman van Vleeck entering, was informed of the difference found in the package of beavers, which d'Hinojossa enters in his papers and documents. He answers, he can say nothing of it. Is asked if he have no further proof? Answers, No. Burgomasters and Schepens of the City of N. Amsterdam in N. Netherland considered, read and re-read the pleas, documents and papers, made use of on both sides in the suit between Tielman van Vleeck, as attorney of the Hon: Director Alexander d'Hinojossa, in case of opposition and nullity of an attachment, pltf., with and against Jan Jellissen the younger, deft., in the same cause. The pltf. concludes, that the attachment of the monies in the hands of Francois de Bruyn, to the amount of twenty five hundred guilders be declared null and void and that the matter in question be, by right of *Litis contestatio et preventio*, referred to the place, where it originated; against which the deft. concludes, that the said attachment stand good and that the pltf. be condemned to pay him or at least deposit the sum of eight and forty beavers which according to his own acknowledgment he owes, saving his fair claim of eighty seven and a half pound of beaver. Burgomasters and Schepens having considered and weighed all that is material, find, that the attachment by the deft. on the monies of the pltf. occurred and is sued out in this jurisdiction and that the pltf's suit moved and instituted herein is unfounded; they, therefore, condemn the pltf. in his quality to satisfy and pay the deft. Jan Jellissen the younger the sum or quantity of eighty seven and a half pounds of beaver and further the costs of this suit. Thus done and sentenced in Amsterdam in N. Netherland at the Court of the Burgomasters and Schepens abovenamed.

P. L. van de Grift.

Schepen Joannes van Brugh requests, in quality of curator to the bankrupt estate of Reyndert Jansen Hoorn, that he may attach the monies of Jan Jellisen, Junior, in the hands of Francois de Bruyn, which was allowed him.

Joannes de Decker, pltf. v/s Sicx van de Stighelen, deft. Pltf. demands from deft. two hundred and eleven guilders and eighteen stivers, which deft. accepted to pay for Jan Jansen, Junior. Deft. denies that he has accepted to pay so much for Jan Jansen de Jongh: saying, he did not accept to pay any more than Jan Janzen is indebted by balance of a/c. Jan Janzen de Jongh entering says, that deft. had absolutely accepted to

satisfy Joannes de Decker for his a/c, and has settled with the deft. and found that he still must have from him one hundred and sixty nine guilders—exhibiting the a/c. The W: Court having heard parties condemn the deft. Sicx van der Stighelen to pay Joannes de Decker the two hundred and eleven guilders, eighteen stivers.

Jan Janzen de Jongh, pltf. v/s Sicx van der Stighelen, deft. Pltf. demands from deft. per balance of a/c one hundred and sixty nine guilders, fifteen stivers, together with a pair of boots. Deft. acknowledges the debt, saying he has an obligation against it. The W: Court order the deft. to exhibit by next Court day to the Bench the obligation, which he has against the pltf.

Symon Janzen Romein, pltf. v/s Tomas Janzen Mingael, deft. Pltf. demands from deft. two hundred and eighty eight guilders twelve stivers, sewant, and nine beavers according to a/c. exhibited in Court. Deft. acknowledges the debt. The W: Court order the deft. to pay the pltf.

Lucas Janzen, pltf. v/s Dirck Janzen Smitt, deft. Defts. 2<sup>d</sup> default. Pltf. demands from deft. four beavers and seventeen guilders in zeawant. The W: Court order the deft. to deposit the monies with the Secretary of this City.

Arien Janzen Visser, pltf. v/s Frans Janzen van Hooghten, deft. Pltf. says, that he had hired his boat and canoe to deft., each for a dollar a day, on condition, that he should return the same, where he got them, and that the deft. had the same four days. Deft. says, it was no weather to deliver the boat to where he got it, producing two declarations. Burgo-masters and Schepens decide that the hire of the boat and canoe runs as long as he has not returned them; condemn therefore the deft. to pay the pltf. the sum of twelve guilders.

Joannes de Witt, pltf. v/s Paulus Pieterzen, deft. and Arien Janssen Visser, W<sup>re</sup> Marchalik, Daniel Honde Coutrie and Loosdraght as witnesses. Pltf. says that deft. Paulus Pieterzen lays to his charge, of which he is innocent, the taking away of his boat without his knowledge, as there were several people in the boat before he went in it, that Mighiel Janzen had loaned the boat to them and that his man, Loosdrigh, should have sailed over with them, had it not blown so hard. The witnesses were asked, if they knew, that Mighiel Jansen had loaned them the boat? Answer, Yes and as to the boat having been injured, say that Arien de

Visser has knowledge thereof, who being asked, says that he found the boat on Oyster Island \* and that it was undamaged. Deft. Paulus Pietersen says, he knew no one in the boat, but Joannes de Witt. Burgomasters and Schepens refer the matter in question to Isaack Greveraet and Claas Bording to hear parties, to decide their differences and to reconcile them if possible; if not to report their proceedings to the Court.

Schepen Timotheus Gabry, pltf. v/s Abraham Carpy, deft. Pltf., in quality of Vendue Master, says, that deft. bought at vendue ten parcels of salt amounting to sixty schepels, and as deft. is a person, in whom much confidence is not to be placed, requests, that he give security for the payment. Deft. says, that the pltf. did not put such in the condition of the sale. Pltf. replies, that he acquainting the auctioneer Claas van Elsland, on the deft's purchasing a quantity of salt, that he would not trust him so much, the deft. said: You need not fear for the payment, and that he should come next day with his money, which lay ready; which Claes van Elslandt being asked, answers Yes, declaring further, he heard, that Pieter Ebel told deft. at Pluyvier's house, that should he purchase a parcel of salt, he will take the half of it. Pieter Ebel being called hereupon, says he proposed buying this man's salt, acknowledging however to have given him instructions to buy salt, but not so much. Burgomasters and Schepens having heard parties decide, whereas the pltf. has not put any bail in the conditions, that he shall be bound to let the salt go, and not to speak to deft. for the payment until the time fixed.

Jan Jelizen the younger, pltf. v/s Tielman Van Vleeck and Claas Gangelofzen Visser, defts. Pltf. demands, that defts. as curators of the bankrupt estate of Nicolaes Velthuysen, give an account of the said estate. Defts. say, the account thereof is drawn up and that no monies have as yet been received therefrom. The W Court order defts., in their quality, to forward the matter and make a division as soon as possible.

David Wessels, pltf. v/s Pieter Janzen, mason, deft. Pltf. demands, that deft. shall finish the work he has undertaken for him. Deft. says, he must wait for the pltf., as he is not yet ready with his house, and he has been obliged to go and play a long time, in consequence; he undertakes to do the most necessary work from this week. The W: Court order Pieter Jansen, mason, to observe and perform the same.

\* Now Ellis Island.

Pieter Janzen, mason, pltf. v/s David Wessels, deft. Pltf. says, that deft. cheated him in the timber he sold him, selling him poor timber for good,—for eighty guilders, what amounts to only twenty. Deft. denies it saying, he sold the pltf. enough for a small house. The W Court refer the matter in question to Jacob Kip, old Schepen of this City and to Abraham Clock to hear parties, decide their matters and to reconcile them if possible; if not to report their finding to the Court.

Symon Clazen Turck, pltf. v/s Tielman van Vleeck, deft. Pltf. demands from deft. the books and papers of his wife's father, deceased, remaining with him. Deft. says, he will place the books in consignment with this City, requesting that the same shall remain there until he be satisfied by the pltf. for earned wages. The W: Court order Tielman van Vleeck to bring the books in the assignment of this City, which shall remain there until the matter between him and pltf. be disposed of.

Joris Rapaljie, pltf. v/s Symon Clazen Turck, deft. Pltf. demands payment from the deft. of the sum of five hundred and ten guilders and four stivers, on his late father's in law, Pieter Cornelissen's a/c. according to his own signature. Deft. says, he received the letter from him and asks, if he can prove by his own book, that so much is due him from Pieter Cornelissen dec<sup>d</sup>. Pltf. says, Yes. Burgomasters and Schepens order the pltf. to prove it by his book at the next Court day.

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

Geertie Corssen, pltf. v/s Lambert Barenzen, deft. Deft. in default.

Arien Huyberzen, pltf. v/s Jan Rutgerzen, deft. Both in default.

Barent Cruytdop, pltf. v/s Jacob Sevant, deft. Deft. in default.

Isaack de Foreest, pltf. v/s Claas Tysen, cooper, deft. Deft. in default.

Jurrien Janzen van Auweryck rejoins against M<sup>r</sup>. Paulus van de Beeck. The W: Court order copy to be furnished to party and parties were ordered to desist on both sides from further production; each to exchange papers and to produce by next Court day their deduction and principal intendit, by inventory.

Frans Jansen van Hooghten answers Wessel Evertsen. The W: Court order copy to be furnished to party to reply thereunto at the next Court day.

Mattheus de Vos, substitute of Reynier Rycke, as appointed by Ar-

nout Baily, requests by petition, that Salomon La Chair shall be ordered to furnish him in his quality with a/c, proof and reliqua of all the goods, which he has had in hand from Arnout Baily. Then previous to disposing of it, the W. Court called Solomon La Chair, who appearing was asked, how it came that, though he has frequently been ordered to furnish a/c, proof and reliqua of the goods belonging to Arnout Baily, which he has had in his hands, he evinces an unwillingness to comply? Whereupon he answers,—he has never shewn any indisposition, but that it is impossible for him to give an a/c thereof as during the time, he has been repeatedly sick, and many of his goods were sold, whereof no minute has been kept and he made some proposals to Mattheus de Vos in his quality, which he would not accept. Was informed, that said Vos requests by petition order to furnish a/c within three times four and twenty hours on pain of imprisonment; whereupon he answers as before, he cannot do it; then requests, that the W: Court appoint two persons, who might estimate the value of the goods at the time, which he had from Aernout Baily, offering to pay and satisfy for them according to appraisal. Solomon La Chair was asked how much the value is of what he had twice received? Answers thereunto, about eight hundred guilders.

Tuesday, 13. December, 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leendertsen van der Grift, Allard Anthony, Tymotheus Gabry, Pieter Wolfertzen van Couwenhoven, Joannes van Brugh, Jan Vigne.

Joannes de Decker, pltf. v/s Arien Symonzen, deft. Deft. in default. Pltf. says, that according to obligation he has attached the defts. money in the hands of Egbert van Borssum, requesting he may lift the same under bail and if any one had more right to it, he will let him have it or that the monies be deposited with this City, the money, which he claims from the deft. amounting, according to aforesaid obligation, to the sum of three hundred and eight guilders in beaver. Burgomasters and Schepens decide, that the monies shall be deposited with this City, to be lifted by whomsoever is best entitled to them.

Schout Pieter Tonneman, pltf. v/s Hendrick Janzen, baker, deft. The pltf. says, he has amerced the deft. through Resolveert Waldron, in the fine of fifty guilders according to Placard, for that deft. exhibited

ginger-bread in his window for sale without offering for sale large bread; demanding the fine. Deft. says, he has not had any flour in his house for a long time, except some leavings, wherefrom he has baked ginger bread. Resolveert Waldron, appearing, declares that the defts. wife told him so, when he fined her. Burgomasters and Schepens excuse the deft. from the fine, as he had no flour in the house, but the leavings.

Isaack de Foreest, pltf. v/s Leentje Dircks de Vaas, deft. Defts. 3<sup>d</sup> default. Pltf. demands from deft. eighty four guilders zeawant. The W: Court condemn the deft. to pay the pltf. eighty four guilders.

Isaack de Foreest, pltf. v/s Claas Tysen, cooper, deft. Pltf. demands from deft. one hundred and fifty guilders in zeewant. Deft. acknowledges the debt. The W: Court condemn the deft. to pay and satisfy the pltf., within the term of six weeks.

Sicx van der Stighelen, pltf. v/s Jan Janzen the younger, deft. Pltf. says, he was condemned on the last Court day to pay Joannes de Decker on a/c of Jan Janzen de Jongh two hundred and eleven guilders, eighteen stivers and that he does not owe so much to Jan Janzen; producing certain obligation and power against said de Jongh. Which obligation having being read by the W: Court it was found not to fall due until the first of next January. Deft. demands from pltf. payment of two hundred and one guilders seventeen stivers on a/c. Pltf. is asked, if he has any thing to object to the a/c. Answers, nothing except the 365 gl. 13 stiv. according to note. The W: Court order the deft. to pay the pltf. the two hundred and one guilders, seventeen stivers.

Geertje Corssens, pltf. v/s Lambert Barenzen, deft. Defts. 2<sup>nd</sup> default. Pltf. demands from deft. ninety four guilders, eighteen stivers according to a/c rendered. The W: Court order the deft. to deposit the monies with the Secretary of this City.

Lucas Janzen, pltf. v/s Dirck Janzen Smit, deft. Pltf. demands from deft. four beavers and seventeen guilders in seawant. Deft. acknowledges the debt, saying he will pay. The W: Court order the deft. to pay the pltf. immediately.

Hans Dreper, pltf. v/s Joost Carelzen, deft. Pltf. says, the deft. agreed to haul his firewood and it was conditioned to speak to no one else about it. Deft. denies, that there was such a condition. The W: Court order the deft. to haul the pltf's wood.

Geertruyt Samsons, pltf. v/s Cornelis van der Meulen, deft. Pltf. demands from deft. sixteen guilders in zeawan for the healing of a wound inflicted on her. Deft. denies having wounded her, saying if any one can say, that he stuck a hole in her arm, he will pay double, but that she herself struck her hand against the penknife. The W: Court order the deft. to prove his assertion by the next Court day.

Jan Lam, arrestant and pltf. v/s Jan Berke, arrested and deft. At the pltf's. request the matter in dispute between the parties is referred to Isaak Bedloo and Jan Lauwrens to hear parties herein; to discuss their case, and if possible reconcile them; if not to report their proceedings to the Court.

Catalyntie Joresy appearing in Court, pursuant to the order of the last Court day, exhibits the book, wherein Pieter Cornelissen, millwright, stands indebted to her according to proof under his own hand, shewn on the last Court day, for the sum of five hundred and ten guilders and four stivers, demanding payment of the same from Symon Clasen Turck, as heir. The W: Court order Symon Clazen Turck to pay Joris Rapaalje the five hundred and ten guilders and four stivers, deducting what fairly belongs to him.

Anneke Verveelen, arrestant and pltf. v/s Pieter Janzen of Gouwanes, arrested and deft. Deft. in default. Pltf. says M<sup>r</sup>. Paulus gave security for appearance.

Cornelis Pluyvier, pltf. v/s Arien Symonsen, deft. Deft. in default. Pltf. says, he has attached the deft's money in the hands of Eghbert van Borssum, requesting he may lift the same under bail. Burgomasters and Schepens decide, that the monies shall be brought in consignment to this City.

Cornelis Janzen Clopper, pltf. v/s Arien Symonsen, deft. Deft. in default.

Janis Davidts, pltf. v s Hermen Dousen, deft. Both in default.

Cornelis Aarsen, pltf. v s Lodowyck Pos, deft. Deft. in default.

Albert Janzen, pltf. v s Reyer Corneiren, deft. Both in default.

Mattheus de Vos, pltf. v s Gerrit van Tright, deft., Pieter Lauwrens and Resuiveert W.eldron as witnesses. Deft. in default.

Clas Carstensen, pltf. v s Frerick Aarsen, deft. Deft. in default.

Robbert Simson, pltf. v s Joris Dopzen's wife, deft. Both in default.

Pieter Janzen van de Lange Straat, pltf. v/s Roelof Janzen Van Mepelen, deft. Deft. in default.

At the Court of Burgomasters and Schepens it is concluded and resolved, that from now henceforward no party, against whom is decreed judgment of sequestration, shall be heard before and until the judgment of the W. Court shall be satisfied.

Janneke Heermans requests by petition, that she may receive the two pendants and pearls, relative to which suit has been tried between her and Cornelis Langevelt and which were granted to her by judgment of the W: Court, and are in the Officers hands for safe keeping—inasmuch as said Langevelt has not prosecuted his appeal. Marginal note:—Petition is granted and the Officer is ordered to hand the pendants to the petitioner.

Mattheus de Vos, in quality as substitute for Reynier Rycken, demanding by petition, that Salomon La Chair shall be ordered to render him an a/c, proof and reliqua of administration of the goods, which he received in two years of one Arnout Bailly, is called in, and appearing he was informed, that Solomon La Chair has declared, on the last Court day, that he cannot render any pertinent a/c of said goods, inasmuch as he was sick at the time and some of the goods were sold by his wife, of which there is no minute and then proposed that said goods be appraised by indifferent persons, as to what they were worth at the time they were sold, binding himself to satisfy and pay for the same. To which Mattheus de Vos answers, he has no other power than to demand the a/c. Burgomasters and Schepens having heard Mattheus de Vos, direct Solomon La Chair as follows:—

ORDER.

Solomon La Chair is hereby ordered and charged by the W: Court of this City, within fourteen days of this date, to hand to the Secretary Joannes Nevius an a/c of the goods sold, belonging to Arnout Bailey so far as the same are known to him, and for the appraisement of such goods, of which he kept no account, were appointed Joannes van der Meulen and Jacques Cousseau to estimate, in presence of Cornelis Steenwyck, old Schepen and now Orphan Master of this City, what these might have been worth at or about the time they were received.

Symon Janzen Romein entering states, that he has obtained judgment against Arien Symonsen and has settled with him, requesting preference

of the monies attached in the hands of Egbert van Borsum, asking for the attachment thereupon. Burgomasters and Schepens declare the arrest valid and decide, that the petitioner can obtain no preference, as he did not prosecute the judgment to the end.

Schepens Timotheus Gabry and Joannes van Brugh, arbitrators over the a/c and matter in question between Hans Steyn and Jacob Vis report both verbally and in writing their decision, whereupon the following judgment is delivered by the W: Court

JUDGMENT:—

The W: Court of this City having considered the matter in dispute between Hans Steyn, pltf., on and against Jacob Vis, deft., referred the same to Schepens Tymotheus Gabry and Joannes van Brugh, who having weighed the case, discussed the subject, heard parties and examined and considered all what was material, decide and judge, that the sixty guilders on a/c of Joannes Withart, the fifty one guilders thirteen stivers on a/c of Herry Moedy and the reduction of the seawant at twelve guilders per beaver ought to take effect, and indemnify the abovenamed Jacob Vis as payment for his eight weeks to Hans Steyn; and for the fourteen guilders disbursed in company for beer drank by them, each shall pay his quota; also that Jacob Vis allowed the sixty guilders, accepted by Joannes Withart, the fifty one guilders thirteen stivers and the reduction of the seawant paid to Hans Steyn, so that Jacob Vis shall have to pay to Hans Steyn per balance, according to papers and documents exhibited to the Court, the sum of one hundred and forty-four guilders and five stivers in seawant, with costs. Which decision and judgment, exhibited both verbally and in writing to the W Court, they find it to consist with justice and law, therefore approving, the Burgomasters and Schepens condemn the abovenamed Jacob Vis to pay to Hans Steyn the sum of one hundred and forty four guilders and five stivers in seawant with the costs incurred herein. Thus done and adjudged in Amsterdam in N. Netherland at the Court of the W: Heeren Burgomasters and Schepens. Dated as above.

ORDER.

M: Gerrit van Tright is hereby ordered by the W: Court of this City to appear next Wednesday, being the 21. December at two o'Clock in the afternoon at this City Hall at the Assembly of the W: Court, on pain of nonsuit. Done etc.

Saturday, the 17<sup>th</sup> Dec<sup>r</sup> 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leendertsen van der Grift, Allard Anthony, Tymotheus Gabry, Joannes van Brugh.

Whereas the Board is not complete, the disposal of the entered suits is postponed until next Wednesday at two o'Clock in the afternoon.

Paulus van de Beeck requests by petition, that Jurrien Jansen, cooper, shall be ordered to rejoin to his reply. Marginal order:—Order shall be given hereupon.

Wednesday, the 21<sup>st</sup> Dec<sup>r</sup> 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leendertsen van der Grift, Allard Anthony, Tymotheus Gabry, Pieter Wolferzen van Couwenhoven, Joannes Van Brugh, Jan Vigne.

Mattheus de Vos, chosen guardian of Maria Besems, and Gerrit van Tright appearing, Mattheus de Vos in his quality aforesaid demands, that Gerrit van Tright shall exhibit the bail bond of Boudewyn van Nieuwlandt in the case, wherein he has a claim against Nicolaes Boot, which bailbond is produced by Gerrit van Tright and found to be dated on 3<sup>d</sup> November 1660, signed in the Virginias by Boudewyn van Nieuwlandt, Nicolaes Verlett and Isaack Bedloo as witnesses; whereupon Mattheus de Vos exhibits a written declaration of Nicolaes Verlett setting forth, that he departed from here on the last October, 1660, and arrived in the Virginias on the 8<sup>th</sup> November following, concluding in consequence, that the bailbond was given in bad faith, therefore cannot be received, the rather as the aforesaid Boudewyn van Nieuwlandt has absconded from here and it ought to have been signed eight days before his absconding, according to the laws of Amsterdam in Holland. Gerrit van Tright was ordered to exhibit his books in Court, which doing, the same were found without date, and declares, that after he understood, that Boudewyn had signed the bail, he had caused the same to be entered in his book, and sent the bond to Boudewyn van Nieuwlandt after his departure, by Tomas Wandel to the Virginias. Parties being again called, Mattheus de Vos produces his conclusion taken against Boudewyn van Nieuwlandt and in his absence, on the goods in the hands of Gerrit van Tright, and consequently on Gerrit van Tright as opponent against the same, that the attachment on 390 $\frac{1}{4}$  lbs. of tobacco, the other wares, merchandizes and

outstanding debts, actions and credits belonging to Boudewyn van Nieuwlandt shall take effect, and that Maria Besems shall be admitted to take possession of the same, to pay therefrom the expenses of the new born child at the estimation of the W: Court, and the remainder for the yearly support of the child, as shall be found to consist with equity until further occasion and other disposition shall be made in the case. Which conclusion being read to Gerrit van Tright, he was asked what he had to object. He answers, that the property was left in pawn with him, asking if he shall lose the money, which he disbursed to Boudewyn van Nieuwlandt?

JUDGMENT.

The Burgomasters and Schepens of the City of Amsterdam in N: Netherland having considered the matter in question between Maria Besems, pltf., with and against Gerrit van Tright, deft., for and because of the arrest of three hundred and ninety and three quarter pounds of tobacco, wares, merchandize, outstanding debts, actions and credits belonging to Boudewyn van Nieuwlandt, placed in consignment with this City, the pltf. concludes, that the said attachment shall be declared valid and she be admitted to take possession of the same, the expenses of the new born child to be paid therefrom according to the taxation and estimate of the W. Court and the remainder converted to the yearly maintenance of the child, as in equity shall be found just, until future circumstances, and further disposition be made in the case; against which the deft. concludes, whereas the aforesaid Boudewyn van Nieuwlandt has rendered himself security for Claas Boot for a claim, which he [deft.] has against the said Boot, and the goods aforesaid are left with him in pawn, that the arrest be declared invalid and the goods brought into the consignment of this City be restored to him. Burgomasters and Schepens having considered and weighed all that is material and moreover examined the abovenamed Gerrit van Tright, acknowledging to have entered in his blotter by Nicolaes Boot's debt, Boudewyn van Nieuwlandt as bail as soon as he had understood, that the bailbond, which was sent through Tomas Wandel to the Virginias, was signed by Boudewyn van Nieuwlandt, Therefore sentence—Whereas Boudewyn van Nieuwlandt has absconded from here without fulfilling the judgment of 21. Sept: 1660 to enter security for the sentence or at least for the sum of three

thousand guilders ; therefore cannot be bail nor alienate his goods to others—that the attachment on the three hundred ninety and three quarters lbs. of tobacco, wares, merchandize, outstanding debts, actions and credits shall continue; the aforesaid Gerrit van Tright be deprived thereof and condemned in the costs of suit; and the assigned goods be sold fourteen days from date for the payment of the expense for the maintenance of the child according to circumstances and further disposition in the case. Thus done and sentenced in the Court of the Burgomasters and Schepens of the City of Amsterdam in New Netherland. Dated as above.

Metje Wessels requests, that the judgment dated 4 Octob' 1661 against Hermen Doussen shall be put in execution. The W: Court order the Bailiff to put these in execution.

Jan Jelizen the younger requests by petition, that the judgment, which he has obtained against Tielman van Vleeck, attorney of Alexander d'Hinoyossa, dated 6. December 1661, may be put in execution and whereas the abovenamed van Vleeck has replied to the notice of the Court Messenger, that the monies of the curators of the bankrupt estate of Reinier Jansen Hoorn are arrested, that the same if they claim any right have to prosecute their action in form of law. Schepen Joannes van Brugh in quality as curator of the aforesaid estate, requests copy of the same. The W: Court order copy to be furnished to Joannes van Brugh in the quality, in which he acts, to answer thereunto at the next Court day.

Burgomasters and Schepens having considered the costs and *mises* of justice brought in by the Officer Pieter Tonneman and incurred for carrying into effect the sentence on the delinquent Mesack Martensen, decide, before disposing thereof to address the Rt. Honble Director General and Council of N: Netherland and to hear their advice thereupon.

Burgomasters and Schepens of this City, having considered the matter in question between Walewyn van der Veen, attorney for Isaack de Sterre, with and against Mighiel Tades and having weighed all that may appertain to the case, decide that the mortgage must continue; therefore order the Bailiff to seize by notice the house of Mighiel Tades, by virtue of the mortgage, which the aforesaid van der Veen is having thereon, to sell the same by execution within six weeks from date.

Burgomasters and Schepens of the City of Amsterdam in N: Nether-

land having considered, read, re-read, the pleas, documents and papers produced on both sides in the suit between the Officer Pieter Tonneman, pltf., with and against Jan Jansen de Jongh, deft., the pltf. concludes for a fine of one hundred and fifty guilders for that the deft. drew his dagger out of the sheath against Francois de Bruyn with threats and struck the abovenamed de Bruyn with a stick, which had an iron point on it and wounded him therewith, with prohibition to tap within six weeks; against which the deft. concludes, that the demand of the Officer shall be dismissed as he wrongfully advised him, to submit the matter to the W: Court, in case of a trifling misunderstanding if any thing should spring up. Burgomasters and Schepens having weighed and considered all what appertains to the case, condemn the deft. Jan Jansen to pay to the Officer the sum of twenty five guilders, as he endeavored to draw his dagger, which is wholly unbecoming, and parties on both sides were condemned each in his own costs. Thus done and adjudged in the Court of the W: Heeren Burgomasters and Schepens of the City Amsterdam in N: Netherland. Done as above.

Wessel Evertzen replies to the answer of Frans Janzen van Hooghten. The W. Court order copy to be furnished to party, to rejoin thereto by the next Court day.

#### ORDER.

Jacques Cousseau is hereby ordered by the W. Court of this City to deliver to the Secretary of this City by the next Court day, his pleas, documents and papers, used in the suit against Jemima Moreau.

On the 23<sup>d</sup> Decemb<sup>r</sup>, 1661, appeared before me, J: Nevius, Secretary, Claas van Elslant the younger, Court Messenger of this City declaring, Jacobus Vis requested him to notify me that he appealed from the judgment, dated the 13 this month, pronounced by the W: Court of this City between him and Hans Steyn, and that before the Hon<sup>ble</sup> Director General and Council of N. Netherland.

Wednesday, the 28<sup>th</sup> Dec<sup>r</sup> 1661. In the City Hall. Present the Heeren Pieter Tonneman, Paulus Leendertsen van der Grift, Allard Anthony, Tymotheus Gabry, Pieter Wolferzen van Couwenhoven, Joannes van Brugh, Jan Vinge.

The President proposes to decree, whereas divers poor seek their sup-

port here from other towns, that the Deaconry of this City intend to permit a collection to be made every Sunday in each town from which the outside poor may be maintained—then inasmuch as such would tend rather to the prejudice than interest of this place—to resolve that such ought not to be undertaken before and until they communicate the same to the W: Court of this City, and to prefer acquainting the Hon<sup>ble</sup> Director General and to speak to his Honor thereupon, and that a collection be made by the Hon<sup>ble</sup> Director General and Council throughout the entire land for this object, so as thus to be freed from the trouble.

On the judgment of Lucas Janzen against Dirck Smit, it is ordered by the President of the Burgomasters and Schepens: The Bailiff is directed to put these in execution.

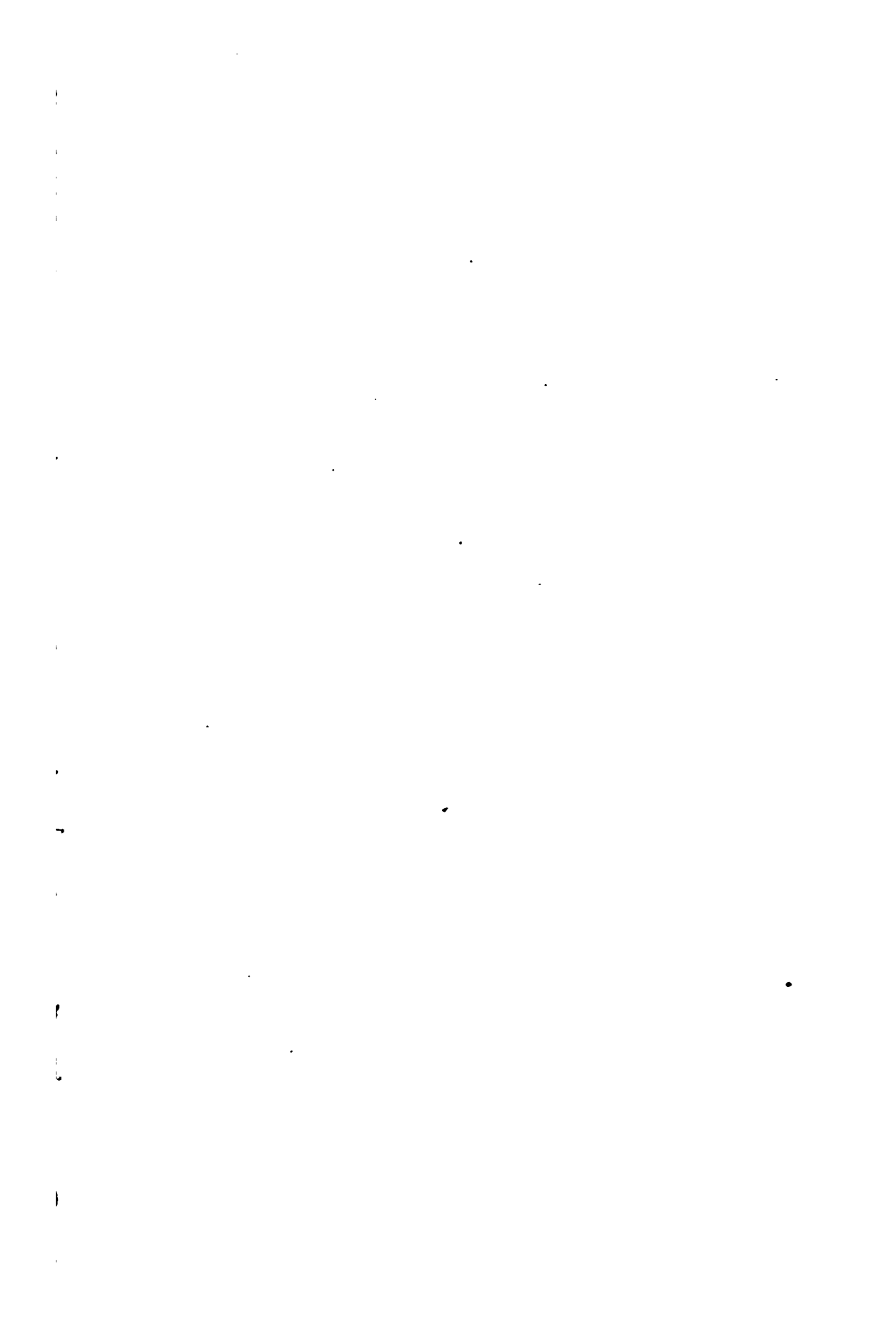
On date the 30<sup>th</sup> December, renewed the Placard against firing on New Years day or planting May poles on first of May day.

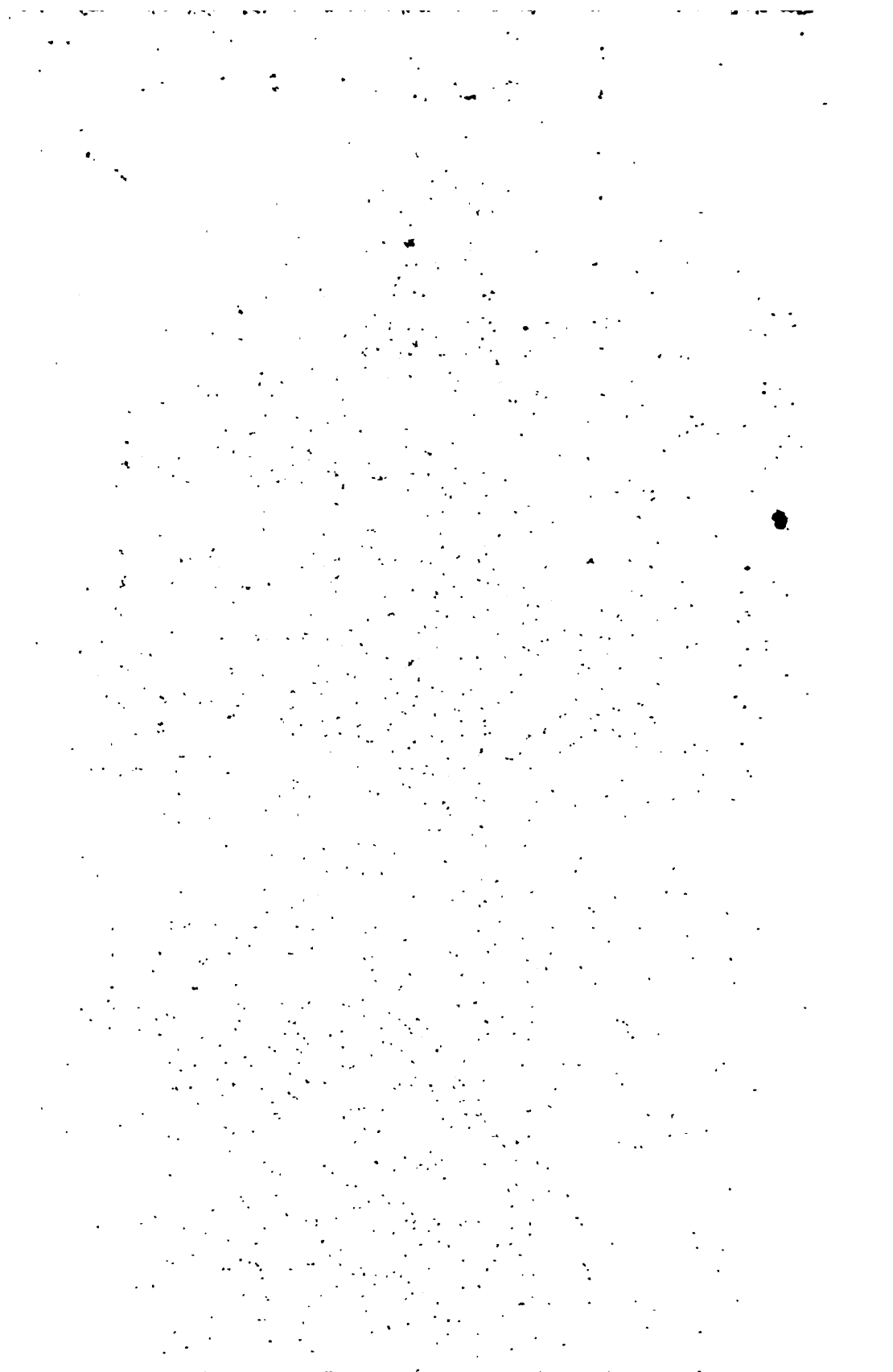
END OF VOLUME III.











B.D. NOV 23 1912

