Unit IV
Women and Children

Introduction Unit IV: Women and Children.

The documents in the previous units are meant to give an impression of the variety and diversity of people that inhabited New Netherland: people who spoke different languages, came from different countries, had different beliefs and opinions. The one thing that most people appearing in and through these documents had in common, is, that they were men. Men made and applied the rules and occupied such positions as ministers, church deacons and elders, or magistrates. Most information to be found is seen through their eyes, written by their hands: court minutes, deeds and conveyances, account books, business transactions.

Yet they were raised by mothers, often had sisters and were married to wives. What was the influence of women on these men? What were women's lives like? What was their status and position in New Netherland?

This unit offers a sampling selection of documents, revealing a glimpse of the place that women had in New Netherland. It is important to realize that in New Netherland Dutch law applied; the documents have to be read in that light. Good background information for the teacher can be found in Martha Dickinson Shattuck's dissertation (see resources), chapter three of which is highly recommended reading for this unit. Here briefly are a few important points for the teacher to know as background information:

1. Under Dutch law a woman could appear in court by and for herself. Wives had few civil rights, but they only needed their husbands' verbal approval in order to be able to appear in court unaided and on their own behalf. This was commonly done.
2. At the time of marriage husband and wife became joint owners of their personal property as well as any real estate, like a house or land. They had a reciprocal relationship of shared responsibility. A wife could own and will her own property and goods.
3. The family's debts and credits were also a shared responsibility. A wife had interest in the proper running of the household accounts and business. She was knowledgeable about her husband's business to such an extent that she was capable of handling his affairs for him. Women were able to run their own businesses.

(continued on next page)

4. New Netherland women, unlike those in New England, kept account books and used them in court as evidence in debt cases.
5. Many women retained their own patronymics (This uses the father's name as basis. Jansz, for example, means Jans *zoon*, which is in English Jan's son. Because the *zoon* often was pronounced as sen, some people would spell it likewise. See also *From the Old World to the New*, 47.

Finally, lesson three and four provide some documents illustrating the position of children in New Netherland. Apprenticeships educated children for a trade. The contracts often included attending school. Under Dutch inheritance law, there was no primogeniture; girls and boys shared equally in their inheritance (Primogeniture: giving preference to the oldest son in matters of inheritance). Orphan masters were appointed to protect the rights of all children.

Unit Objectives

1. Students will be aware of the status and position of women and children in New Netherland.

Lesson 1:

Objectives	Activities	Resources
1. Students will be able to distill and organize specific information out of primary source material. 2. Students will be aware of the activities of women in New Netherland.	1. In a class discussion, make clear that the documents used in the previous lessons dealt mostly with men. Have students brainstorm about the question: "What might the life of a woman in New Netherland have been like?" 2. Have students complete the following assignment: make an imaginary day's schedule for a New Netherland woman. Mention whether she is married, has children (how many), what kind of work her husband does if she is married. Think of the various chores to do, etc. 3. Distribute documents p. 141–145 among groups and have the students list the various things women did. (Sometimes they will have to draw a conclusion, such as: a woman hands in an account book, so apparently she is able to keep an account book. Or: a wife appears for a husband in court, so apparently she is aware of matters and is capable of handling his affairs). 4. Discuss the above with students. Indicate that except for sewing shirts, milking a cow, bearing, raising and feeding children these women also went to court to stand up for their interests and rights. Apparently they knew their rights. In an interrogatory their oath was as valid as a man's.	1. *Records of New Amsterdam*, vol. 3: 178-79. 2. *Minutes of the Court of Rensselaerswyck*: 103. 3. *FOCM*: 79, 229, 328, 524-25, 438, 417. 4. Strongly recommended readings for the teacher: a. Martha Dickinson Shattuck, A Civil Society: Court and Community in Beverwyck, 1652-1664. Dissertation Boston University, 1993; b. Laurel Thatcher Ulrich, *Good Wives: Image and Reality in the Lives of Women in Northern New England 1650-1750*, (New York: Oxford University Press, 1982.

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 Burgomasters 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, 22d June 1660. In the City Hall. Present the Heeren Allard Anthony, Marten Cregier, Cornelis Steenwyck, Jacob Strycker, Govert Loockermans, Timotheus Gabry, Jacobus Backer.

Metje Wesels, pltf. v/s Honble 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 fiddlefaddles, 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 Honble 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 Honble 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

January [ ] Aernt at Betelhem [Bethlehem] to pay [ ] rent, as well as the rent for the year 1649 . . . [Remainder of the page destroyed].

[46v] Interrogatories on which is to be examined under oath Stintgen Peters, the wife of Louwerens Jansz, living on the farm of Aryaen Huybertsz

First, her age.	Declares: About 40 years.
1 Whether she, the witness, on New Year's eve, did not have some people in her house, to wit, Baernt, the miller, and his brother, Lucas, Abraham, otherwise called Craewaet, Tomes Compeer, Englishman, Peter de Goyer, and Tuenis, the servant?	Answers: Yes.
2 Whether in the fore part of the night, at about 2 o'clock in the morning, there were not two shots fired before her door?	Says, she heard it, but was in the barn to milk the cows.
3 Also, which persons did the firing?	Says, that she does not know exactly.
4 Whether, at the aforesaid firing Hans Vos did not come to her house, as one could not tell what it meant, whether it was done by friend or enemy?	Answers as [stated] in the question.
5 Whether Baernt, the miller, and his brother did not try to hit Hans Vos, who was sent there by order of the director and whether Aryaen Huybertsz and the wife of the said	Says, that she was then already in bed.

[78] Tuesday, January 6, 1654

Present:

Everyone, except Jan Verbeeck

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

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

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

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

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

Defendant admits the debt.

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

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

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

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

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

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

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

had the plaintiff's pantiles attached, or else, to have the attachment vacated.

Default.

J. De Deckere
1656
Sander Lenrsen
Frans Barentsz Pastoor
Rutger Jacobsz
Andries Herberts
Dirck Jansen Croon

Tuesday, April 4, 1656

Present:

J. de Deckere
S. Leenderts
F. Barentsz
R. Jacobsz
A. Herpertsz
V. Jansz

Johan de Deckere, commissary and officer here, plaintiff, against Baefgie Pieters, because the defendant last Sunday a week ago treated him, the plaintiff, very badly and by closing her door interfered with and impeded him in the exercise of his office, wherefore the plaintiff demands that the defendant be condemned to pay a fine of fifty guilders for the benefit of the poor and that in addition she be enjoined from exercising her trade for the space of six weeks and [condemned to pay] the costs.

The magistrates, having heard the defendant, condemn her to pay a fine of *f*25:– within twenty-four hours, plus expenses.

Idem plaintiff, against Poulus Lambertsz, defendant, about the fine of *f*6:–, because on Sunday February 21 he was found during divine service in the inn of Herman Bamboes.

The magistrates having heard the confession of the defendant condemn him to pay a fine of *f*3:12:–

Idem plaintiff, against Claes Jansz, as above.

The defendant agrees to pay *f*3:–

the aforesaid officer in regard to said excesses and requests justice in the matter.

[109] The defendant requests time until the next court day to produce his counter evidence.

The court grants the defendant time until the next court day.

Idem officer, plaintiff, against Susanna Janssen, wife of Marten *de Bierkaecker*, defendant.

The plaintiff says that on Sunday, being the 12th, he discovered an Indian about ten o'clock in the evening who came from the house of Marten *Bierkaecker*, having with him a kettle in which was brandy and other strong liquor, as he proves by the testimony of three witnesses, given on the 15th of the aforesaid month, and also by the confession of the defendant herself.* And whereas this is a deed of very dangerous consequence, in violation of the placards issued by the honorable director general and council of New Netherland,† and a deed which cannot be tolerated in a place where justice prevails, therefore, the said La Montagne, in his capacity as officer, demands that the said Susanna Janssen, in accordance with the said placards, be condemned to pay a fine of *f*500: and the costs of the suit and furthermore be banished from this jurisdiction for the term of six years.

The defendant again confesses that she committed the said deed but says that she was moved by extreme poverty, her husband having double hernia and being therefore unable to earn his living and she being burdened with three small children, for whom she can buy no food except with beavers, which she the week before had tried to buy in many places for sewant at *f*12:– apiece, but could not get. That, finally, she was asked [for the liquor] by an Indian who came twice to her house at night with a beaver, for which she gave him three pints of beer, brandy, French and Spanish wine, mixed together, praying of the court [110] forgiveness in consideration of her youth and extreme poverty, promising never to do so again.

The court, considering the dangerous consequences of the case and the severe placards, condemn the said Susanna Janssen, in accordance with the said placards, to pay a fine of [*left blank*].

* See page 324 for the interrogatory.

† See *LO*, 311.

no, according to the best of his knowledge.

The honorable court orders the honorable plaintiff to deliver to the defendant copies of the documents to make answer thereto on the next court day.

Gerrit Swardt, *schout* of the colony of Rensselaerswijck, enters an attachment against the person of Carel Jansen, and requests that he not be allowed to depart until he makes satisfaction of one beaver.

The honorable court orders *fiat*.

[205] Extraordinary Session Held in Fort Orange August 25, 1660

Present:

Anderies Herpertsen
Sander Lendersen
Jan Verbeeck
Rutger Jacobsen
Frans Baerentsen
Evert Jansen Wendel

Johannes La Montagne, in his capacity as officer, plaintiff, against Default. Hendrick Anderiesen, defendant.

The plaintiff complains that Hendrick Anderiesen, defendant, on the 23d of this month, in violation of public law and the freedom of the public streets, without a word of altercation, beat and maltreated Lijsbet, the wife of Gerrit Bancken,* who was pregnant, with his fists and kicked her. And whereas such excesses in a place where justice prevails cannot be tolerated, the plaintiff, after investigation of the matter, has caused the defendant to be cited to appear before the honorable court and in case of default he requests that he may arrest and detain the delinquent in order to proceed against him for cost and injuries, according to law.

The honorable court, on the complaint of the officer and the presentation of the affidavits in regard to the person of Henrick Anderiesen, order the officer in accordance with his request to place the defendant in confinement.

The curators of the estate of Dirrick Bensich, deceased, plaintiffs, against

* Elisabeth Dircksc van Eps

Lambert van Neck, defendant.

The plaintiffs demand of the defendant payment of 32 or 33 beavers, according to the contract of sale.

The defendant admits the debt, but says that he can not pay at present.

The honorable court orders the defendant to pay the plaintiff the beavers demanded within the space of 14 days.

[206] Extraordinary Session Held in Fort Orange September 1, 1660

Present:

La Montagne
Anderies Herpertsen
Sander Leendersen
Jan ver Beeck
Rutger Jacobsen
Frans Baerentsen Pastoor
Evert Jansen Wendel

Theunis Pietersen Tempel, plaintiff, against Jacob Thijsen, defendant.

The plaintiff asks of the defendant payment of the sum of one hundred two guilders, eight stivers, in beavers.

The defendant's wife,* appearing before the court, exhibits an account amounting to one hundred seventeen guilders, 14 stivers, which the defendant says the plaintiff received.

The plaintiff replies that 7 beavers in his custody are chargeable to the account of the defendant's boy, named Johannes, to pay for his board.

The defendant's wife rejoins, saying that she gave the 7 beavers in part payment of the plaintiff's account and not on account of the boy.

The honorable court adjourns the case to the next court day, until the arrival of the defendant.

Gerrit Bancken, plaintiff, against
Default. Adriaen Appel, defendant.
Default. Jan van Eeckelen, defendant.

Eva Rinckhouts, plaintiff, against
Default. Claes van den Bergh, defendant.

* Anna Hals

Sr. Assar Levy, plaintiff, against

Default. Jan Roeloffsen and Jacob Loockermans, } defendants.

The plaintiff demands of the defendants, according to their promissory note, eleven beavers, which they, the defendants, as partners received together in goods, and claims that each as principal is liable for the payment of the whole amount.

[145] The defendant admits that he owes 5 beavers as his share, but no more, and asks for sufficient time, according to burgher right.

The honorable court, having heard the parties on both sides, orders the defendant to pay the plaintiff the 5 beavers in the space of three weeks, the plaintiff reserving his action against Jacob Loockermans as to his share.

Anderies Herbertsen, as attorney of Aert Pietersen, plaintiff, against Jochim Kettelheyn, defendant.

The plaintiff demands of the defendant 43 whole beavers.

The defendant admits the debt and says that he will pay the man.

The plaintiff, replying, demands that the defendant give security before he leaves, as Aert Pietersen intends with God's help to depart for the fatherland and will then know where he can get his money.

The court, having heard parties on both sides, orders the defendant to pay the plaintiff the sum demanded in the space of 14 days, on pain of attachment; his house standing here in the village of Beverwijck to be bound as security.

Stoffel Janssen, plaintiff, against Jacob Loockermans, defendant.

The plaintiff demands of the defendant 11½ beavers, arising from goods furnished.

The wife of the defendant appearing, admits the debt and says that she has no beavers, but is willing to pay in other merchandise, namely, in planks.

[146] The honorable court, having heard the parties on both sides, orders the defendant to pay the plaintiff the aforesaid number of beavers, or the equivalent in sewant, at the market price, in the space of 14 days, on pain of attachment.

Jan Roeloffsen, plaintiff, against Jacob Loockermans, defendant.

The plaintiff demands of the defendant 20 beavers and *f*57 in sewant, on which *f*81 in sewant is paid.

The defendant denies the debt, but says that he has a letter from

and he whose chimney shall take fire through carelessness or neglect shall forfeit 50 guilders.

Done in Fort Orange, the 27th of November Anno 1658.

Thus done and renewed in Fort Orange, the 10th of December 1659.

[111] Ordinary Session Held in Fort Orange December 17, 1658

Present:

La Montagne
Jan Tomassen
Abraham Staets
Francoys Boon
Adriaen Gerritsen

Evert Noldingh, plaintiff, against
Default. Teuwes Abrahamsen and Pieter Loockermans, defendants.

Goossen Gerritsen, plaintiff, against Abraham Vosborch, defendant.

The plaintiff demands of the defendant the sum of *f*439:3 for beer received, according to the contract made between them.

The defendant produces a counterclaim of *f*200, which the plaintiff accepts, so that the defendant still owes *f*239:3, which he admits.

The court, having heard the parties, orders the defendant to pay the plaintiff the remaining sum of *f*239, three stivers within six weeks.

The wife of Abraham Vosborch, plaintiff, against Annetien Lievens, wife of Goossen Gerritsen, defendant.

The plaintiff demands of the defendant 4½ beavers for decorated crowns,* which the defendant borrowed from her and which have not been restored to the plaintiff.

The defendant admits that she borrowed them jointly with Maria Wesselsen, who borrowed them together with the defendant, as they were both bridesmaids, and she therefore maintains that she has to pay only one-half.

[112] [The court], having heard the parties, orders that the crowns in question shall be paid for by both the bridesmaids, to wit, by Annetie Lievens and Marya Wessels, each one-half, by settlement of accounts, or otherwise, within the space of six weeks.

* *versierde kroontiens*: headdresses worn by bridesmaids. See *De Oude Tijd*, 1869, 1:269.

Lesson 2:

Objectives	Activities	Resources
1. Students will be able to distill information out of primary source material. 2. Students will be able to draw conclusions from this information. 3. Students will obtain more knowledge about the status and position of women in New Netherland.	1. In short discussion remind students of the previous lesson. 2. Distribute pages 147–152 (they can be divided in smaller units) and have the students list a. the various things women did. b. some of these women's' rights. 3. Discuss the above (for example: washing is a business and a woman sues for not having been paid: a woman can do business and knows her rights under the law. P. shows that a woman can represent a husband in court. Women could run a business and their oath was valid in court. Women could be fined or remain in civil detention. A house could be referred to as "her" house (In a regular marriage the partners became joint owners of all goods brought into the marriage). A woman could rent her house or even sell it. Baefje Pieters was married to Uldrick Kleyn, but kept her own patronymic, as was common).	1. *Provincial register, 1642-47*, vol. II: 230-31. 2. *Records of New Amsterdam*, vol. III: 175, 297. 3. *FOCM*: 506-07, 201-02, 254, 289, 336, 389.

Marriage contract of Pieter Linden and Marta Chombaer, widow of Jan Manje

[116] On the first of July, in the year after the birth of our Lord and Savior Jesus Christ, one thousand six hundred and forty-four, before me, Cornelis van Tienhoven, secretary residing in New Netherland on the part of the General Chartered West India Company, appeared Piter Linden, a native of Belle [1] in Flanders, widower of Elsje Barents, deceased, of the first part, and Marta Chombaer, of Nieukerok [2] in Flanders, widow of Jan Manje, deceased, of the second part, who declared that they intended to enter into the holy state of matrimony, praying Almighty God, the Creator of heaven and earth, to bless them temporarily and hereafter eternally for the salvation of their souls, Amen. Therefore they, the bridegroom and bride, declare that jointly, of their own free will and consent, without any persuasion, they have made and concluded this, their marriage contract, in manner and on the conditions hereinafter written, to wit: Whenever God Almighty shall take one of them out of this sorrowful world, the survivor shall remain in full possession of all the temporal property, means and authority which they shall then be found to have, whether movable or immovable, present or future by inheritance from relatives, or the property to which they still have a claim in Flanders, above or below the ground. They, the bridegroom and bride, therefore request that this, their marriage contract, shall after the death of either of them have [full force] and effect before all courts, [tribunals] and judges, without any exception. [In witness] of the truth this is signed in the record by the said bridegroom and bride and the witnesses hereto invited. Done as above, in Fort Amsterdam, New Netherland.

Pieter Lynde

This is the X mark of Marta Chombaer, widow of the late Jan Manje

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. 2d 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. 2d 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

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 deprival 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! 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

The defendant acknowledges the treatment of the wound and with it the debt.

The honorable court orders the defendant to pay the plaintiff the beavers demanded within the space of six weeks.

Pieter Bosboom, plaintiff, against Daniel Rinckhoudt, defendant.

The plaintiff says that the defendant bought his cart and horse and demands that the purchase shall hold good.

The defendant admits that he bought the horse.

The court condemns the defendant to pay for the cart and horse and declares the purchase valid.

Daniel Rinckhoudt, plaintiff, against the wife of Jan Fransen, defendant.

The plaintiff demands payment of twenty-two beavers.

The defendant denies that she owes so much.

The court adjourns the case to the next court day.

[178] Tierck Claesen, plaintiff, against the wife of Jan Fransen, defendant.

The plaintiff demands payment by the defendant of five beavers, for which she became surety.

The defendant denies the debt and says that they settled with each other.

The court adjourns the case to the next court day and orders the parties to obtain a copy of the award of arbitrators who sat more than two years ago to decide the matter at issue between the parties.

Cornelis Wijnkoop, plaintiff, against
Default. Harmen Bastiaensen, defendant.

The plaintiff enters an attachment against Frans Baerentsen for three beavers belonging to the defendant.

The honorable court provisionally declares the attachment valid.

Nicolaes Maier, plaintiff, against Dirckien Harmensen, defendant.

The plaintiff demands payment of ninety-three beavers and six guilders in sewant.

The defendant declares that she does not know how much she owes.

The honorable court condemns the defendant to pay within the space of four weeks as upon liquidation and adjustment of accounts shall be found necessary, with costs.

[179] Adriaen Jansen van Leyden, plaintiff, against Wijnant Gerritsen, defendant.

The plaintiff, as attorney for the widow of Abraham Vosburgen, deceased, complains that he can get no satisfaction from the contract and inventory according to the judgment rendered on the preceding court day.

The honorable court orders the marshall from this day, according to his commission, to execute the judgment and to take out of the defendant's house the saws and other tools that may serve to satisfy the inventory. Furthermore, Pieter Meesen and Reinier Wisselpenninck are authorized as impartial men to inspect the sawmill and after inspection to make a report of its fitness to be used for sawing. And all that shall be lacking shall be repaired at the expense of the defendant.

The officer, plaintiff, against Wijnant Gerritsen, defendant.

The plaintiff complains and says that the defendant has greatly slandered the honorable court by saying that their honors had rendered a false judgment. He produces an affidavit of three witnesses.

The defendant denies that he said it and says that he can produce other testimony.

The honorable court orders the defendant to bring proof of his assertion on the next court day.

[180] Pieter Meesen, plaintiff, against
Default. Philip Hendrickson, defendant.

The officer, plaintiff, against
Default. Klaes Beever, defendant.

Idem plaintiff, against
Default. Jan Gouw and Carel Jansen, defendants.

The wife of Jan Albers, plaintiff, against Witten Hendricksen, defendant.

The plaintiff demands payment of eight guilders in sewant for a pair of shoes.

The defendant admits the debt.

The honorable court orders the defendant to pay the plaintiff the sum demanded.

The wife of Jan Albers, plaintiff, against Femmetien Albers, defendant.

The plaintiff demands of the defendant payment of six guilders, eleven stivers in sewant.

The honorable court orders the defendant to pay the plaintiff the sum demanded.

It is decided to postpone the matter until the return of the honorable general* and to notify him that in case consent is given, he shall be the first one in line.

Monsieur Jan de Hulter appearing before the court requests letters of recommendation to the honorable council in New Netherland, in order that they may be pleased to pass and to cause to be published a certain ordinance to inhibit, restrain and control the insolence, opposition and disobedience of his servants in particular and others in general.

It is decided to communicate and recommend this to the honorable council.

[225] Tuesday, July 20, 1655

Present:

Everyone except Sander Leendertz.

Interrogatories on which at the request of Johan de Deckere, commissary and officer here, ex officio, are to be heard and examined under oath Rut Jacobsz, Jan Daret, Philip P[iete]rsz, Goosen Gerritsz and Andries Jacobsz, all subpoenaed by the court to testify to the truth.

First, whether they, the deponents, on Friday last, did not hear a certain Indian acknowledge, confess and affirm that without any previous gift [on his part] he had received as a present from Catelijn Sanders, wife of Sander Leendertsz, a piece of cloth, then shown by him and thrown around his body?	They declare accordingly.
Whether the said Indian did not declare also that he still had all his beavers and that before [leaving] he would first trade with the said Catelijn?	Declare, As above.

* Petrus Stuyvesant, director general of New Netherland, was absent from the colony on a voyage to Barbados and Curaçao from 24 December 1654 until 11 July 1655.

Whether the said Indian did say also that he would receive some more presents and what they were?	They declare, As above and that he would receive in addition to the piece of cloth a cloth remnant and stockings.
[226] What else can they testify to in this matter?	They declare, That they know nothing more about it.

Johan de Deckere, commissary and officer here, *ex officio* plaintiff, against Catelijn Sanders, wife of Sander Leendertsz, defendant.

He demands that the defendant be fined three hundred guilders and suspended from her business for a year, in view of the fact that she has recently, or last week, undertaken to give or donate a piece of cloth to a certain Indian, contrary to the ordinance issued against the making of presents, or such other penalty, etc.

The defendant admits that she gave the Indian a piece of cloth, but that she received from him first two beavers and then a lynx coat.

The plaintiff persists in his demand by way of replication.

The defendant persists by way of rejoinder.

The plaintiff asks that the defendant make oath.

The magistrates order the defendant to declare under oath that she received as present from the aforesaid Indian first two beavers and then a lynx coat and that in return therefor she gave the said Indian a piece of cloth.

The defendant took the oath.

[227] *Idem* plaintiff, against Jacob *Backer*, defendant and prisoner.

The plaintiff says and the truth is that the defendant last Friday did not hesitate to declare openly and in so many Dutch words that the sentence, meaning and referring to the sentence passed last Tuesday against Daniel Vervelen, was a false sentence; and whereas this is an intolerable wrong and flagrant insult to the honorable magistrates of this court, whom the plaintiff by virtue of his office ought to and is bound to defend.

Therefore, the plaintiff demands that the defendant and prisoner be condemned to make honorable and profitable amends for this wrong; honorable [amends], by appearing in court and there, bareheaded, with folded hands, and on bended knees praying God and the court for forgiveness and acknowledging that the said words thoughtlessly escaped him and consequently, that he is heartily sorry; and profitable [amends], by paying for the benefit of the plaintiff the sum of six hundred

[295] Whereas Dirckie Hermense, innkeeper in the village of Beverwijck, in disregard and contempt of the ordinances and placards of the director general and council and contrary to the express prohibition of the commissary and magistrates of the aforesaid village, has not hesitated to sell, or, as she herself declares, to give, beer to the Indians for some *tapoesjens*,* according to her own confession made without pain or duress, whereupon the officer, in his capacity of plaintiff, for the maintenance of the aforesaid ordinances and placards, in accordance with the provisions of the aforesaid and repeatedly renewed ordinances, has demanded that the aforesaid Dirckje Harmens be fined five hundred guilders and furthermore that, as an example to others, she receive arbitrary corporal punishment and correction and be banished from this country, as the sad and dangerous accidents resulting from the tapping, selling, or giving of wine or beer to the Indians indeed demand that, in view of the aforesaid disregard and violation of the aforementioned and repeatedly renewed ordinances and the sad accidents resulting from the drunkeness of the Indians, the aforesaid Dirckje Harmens, as an example to others, receive arbitrary and corporal punishment and be banished from this country. However, taking into consideration the voluntary confession of the aforesaid Dirckjen Harmens, the director general and the magistrates of this court are for the present inclined [296] to show leniency instead of rigor (on which, however, no one should rely in the future) and have sentenced and condemned the aforesaid Dirckjen Harmens, as they sentence and condemn her hereby, to pay a fine of three hundred guilders, she to remain in civil detention until the satisfaction of the judgment or until she shall have furnished satisfactory security, the further demands of the officer being denied. Thus done, sentenced and condemned at the session of the director general and the magistrates of the village of Beverwijck, this 6th of October Anno 1656.

P. Stuyvesant
Rutger Jacobsz
Andries Herberts
Jacob Jansen Schermerhoorn
Philip Pietersen

The 12th day of October the officer arrested a certain drunken Indian, committing insolence, and brought him on a brewer's wagon to the fort where he was placed in confinement.

* See note page 252.

Ordinary Session Held in Fort Orange
April 24, 1657

President, Johannes Lamontagne
Rutger Jacobsen
Anderies Herbertsen
Jacob Schermerhoorn
Philip Pietersen
magistrates

Jan Lambertsen, plaintiff, against Jan Gouw, defendant.

The plaintiff demands payment of *f*18:10:– for wages.

The defendant admits that he owes *f*12:–.

The court having heard the parties, orders the defendant to pay the plaintiff the sum of *f*12:– and one half of the costs.

Baefje Pietersen,+ plaintiff, against Jan *de Cuyper*, defendant.

The plaintiff says that she caused the defendant to be cited for the third time to obtain payment of the sum of *f*25:– for wine and beer consumed by the defendant at her house, and as he remains in default, she requests that he be ordered to pay the plaintiff the sum of *f*25:–, according to her account, which she produces, and the costs of the suit estimated at *f*3:2:–. [59] The defendant failing to appear for the third time, he is by default condemned to pay the plaintiff the sum of *f*25:–, demanded within the space of eight days, under penalty of attachment, and the costs of the suit estimated at *f*3:2:–.

Baefje Pietersen,+ plaintiff, against Meuwes* Hoogenboom, defendant.

The plaintiff says that she had the defendant cited for the third time to obtain payment of *f*38:10: for wine and beer consumed by the defendant at her house, and as he remains in default, she requests that he be ordered to pay the sum demanded according to her account, which she produces, and the costs of the suit.

The defendant failing to appear for the third time, he is by default condemned to pay the sum demanded, to wit, *f*38:10:–, to the plaintiff within the space of eight days, under penalty of attachment, with costs of the suit, estimated at *f*3:12:–.

Baefje Pietersen,+ plaintiff, against Poulus Martensen, defendant.

The plaintiff says that she has had the defendant cited for the third

* Meuwes, or Meus, is an abbreviated form of Bartholomeus.

+ B.P. was married

Marritjen Hendericksz, plaintiff, against Lowies Cobussen, defendant.

The plaintiff demands payment of the rent of her house, amounting to the sum of 18 beavers.

[118] The defendant admits the debt, but says that he cannot pay in beavers.

The court, having heard the parties, condemns the defendant to pay the sum demanded within the space of six weeks.

Ulderick Kleyn, plaintiff, against Eldert Gerbertsen, defendant.

The plaintiff asks that the defendant produce his evidence according to the last court order.*

The defendant excuses himself on account of a great misfortune which he has had in the meanwhile, and asks time until the next court session. *Fiat.*

Ordinary Session Held in Fort Orange November 27, 1657

Present:

La Montagne
Jacob Schermerhoorn
Philip Pietersen
Jan Tomassen
Goossen Gerritsen
Adriaen Gerritsen
magistrates

Teunis Spitsbergen and Barent Pietersen, plaintiffs, against
Default. Wijnant Gerritsen, defendant.

Robbert Engel, plaintiff, against
Default. Henderick Gerritsen, defendant.

Foppe Barentsen, plaintiff, against
Default. Egbert Sandersen, defendant.

Pieter Stevensen, plaintiff,
against
Default. { Adriaen Appel, Barent Albertsen, Henderick Gerritsen, } defendants.

* See page 332 for the court order.

consecutive years and the costs of his detention and trial, as an example to others. *Actum* in Fort Orange, the 16th of July 1658.*

Abram Staas
Jan Thomasz
Pieter Hartgers
Francoys Boon
Adriaen Gerretsen
Dirck Jansen Croon

On the same date, after the third ringing of the bell, the above sentence was publicly read to the aforesaid Poulus Janssen.

[72] Ordinary Session Held in Fort Orange, July 23, 1658

Present:

La Montagne
Jan Tomassen
Abraham Staets
Pieter Hartgers
Francoys Boon
Adriaen Gerritsen
Dirck Janssen Croon

Reynier Rijcken, plaintiff, against Baeffjen Pietersen, defendant.

The plaintiff demands payment of 33 beavers, arising from the sale of wine, as appears from the promissory note, which he produces. He requests a mortgage.

The defendant admits the debt.

The court orders the defendant to pay the plaintiff the sum demanded and to give the plaintiff a mortgage on the second payment for the house sold by her.

Jacob Teunissen, in his capacity of *schout bij nacht*,† plaintiff, against Adriaen Janssen van Leyden, alias Appel, defendant.

The plaintiff says that the defendant sold brandy to the Indians, as he offers to prove by affidavit of the 19th of July, which he produces. He

* This date was corrected as the 16th of July; however it whould read the 17th.

† Nighttime law enforcement officer; generally the title refers to the naval officer in charge of the fleet at night, our equivalent of a rear admiral.

Lesson 3:

Objectives	Activities	Resources
1. Students will be able to distill information from art works. 2. Students will be aware of the status and position of children in New Netherland.	1. Have students make a list of games children in New Netherland could have played. They can use art books for this (for example, Breughel's Childrens Games.) 2. Have students, using the pages 155–161, list how some children in New Netherland were educated; how they were protected and how some of their rights were. (Answers should include indentures, school, evening school, orphan masters, wills, according to which every child inherited an equal share). 3. Students report their findings to the class. In the discussion attention should be paid to differences between various groups of the population, such as the slaves and the Dutch.	1. *Register of the Provincial Secretary, 1642-1647*, vol. II: 42-44, 222-224. 2. *ERA* II: 485. 3. *ERA* III: 545-46. 4. *FOCM*: 280, 273, 278. 5. *Minutes of the Court of Rensselaerswyck*: 432. 6. Recommended: *From the Old World to the New: Using Primary Sources in the Seventh Grade Classroom*, 3, 37. 7. The following are art books: *Masters of Seventeenth Century Dutch Genre Painting*, Philadelphia Museum of Art, 1984.

Lesson 3 (continued)

Objectives	Activities	Resources
		8. *The Golden Age: Dutch Painters of the Seventeenth Century*, Bob Haak (Harry N. Abrams, Inc. Publishers, New York, 1984). 9. *Breugel; the Paintings*, (complete edition by F. Grossman, London Phaidon Press, 1955, 1966). 10. Adriaen van der Venne (Children's Games). 11. *Daily Life In Holland In The Year 1566*, Rien Poortvliet 12. *Jan Steen*, (London, John Lane the Bodley Head Limited, first published in 1927).

UNIT IV: WOMEN AND CHILDREN

Jan Damen, situated about the Smith's valley, therefore releasing said Jan Damen from all future claims. Done the 14th of May 1644, in Fort Amsterdam.

This is the X mark of Lysbet Tyssen, made by herself

Gysbert op Dyck } witnesses
Willem de Key }

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Receipt of Jan Jansen Damen for 18 beavers paid him by Lysbet Tyssen for a small plot of land

[110b] [1] I, the undersigned Jan Jansen Damen, acknowledge that I have truly received from Lysbet Tyssen, wife of Maryn Adriaensen, eighteen beavers for a small lot of land which is now enclosed by her, therefore releasing her from all future claims, the 24th of May A°. 1644, in Fort Amsterdam.

Jan Jansen Damen

Gysbert op Dyck } witnesses
Willem de Key }

Acknowledged before me,

Cornelis van Tienhoven, Secretary

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[1] The original of this document is wanting. The translation, with the exception of minor changes, follows that made by E. B. O'Callaghan.

Declaration of Cornelis Cornelissen that Jochem Pietersen Kuyter had permitted him and several soldiers to go to Manhattan shortly before Kuyter's house was burned by the Indians

[110c] [1] Before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Cornelis Cornelissen, of Houten, aged about 23 years, who at the request of the honorable Willem Kieft, director general of New Netherland, attests, and declares that it is true and truthful that he, the deponent, some time before the house of Jochem Pietersen Kuyter was burned, not knowing the precise day, asked permission of Jochem Pietersen to go to Manhatans, who granted his, the deponent's, request. He, the deponent, told the above mentioned Jochem Pietersen: "Here are two or three soldiers who would like to accompany me." To which Jochem Pietersen made answer: "If the two or three soldiers go with you, all of them might as well go away." All of which the deponent has confirmed before the fiscal, the 19th of May 1644, in Fort Amsterdam.

This is the X mark of Cornelis Cornelissen, made by himself

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Indenture of Marritje Hans, daughter of Hans Jansen, to Philip Gerritsen, tavern keeper

[111a] This day, date underwritten, Hans Jansen, father of Marritjen Hans, of the first part, and Philip Gerritssen, tavern keeper, of the second part, acknowledge that in the manner and

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[1] The original of this document is wanting. The translation with the exception of minor changes, follows that made by E. B. O'Callaghan. See [98a] and 99b].

on the conditions hereinafter written they have made and entered into the following contract. The aforesaid Hans Jansen, father and guardian of Marritjen Hans, his daughter, acknowledges that he has bound his aforesaid daughter to Philip Gerritssen aforesaid for the term of three consecutive years, beginning on New Year A°. 1645 and ending on New Year A°. 1648, in order during the aforesaid time to serve the said Philip Gerritsz or his wife. Philip Gerritsz acknowledges that he has engaged the said Marritjen to serve him for three years, in return for which he shall properly provide her during the said three years with board, lodging and the necessary clothing, and also have her taught sewing, in such a manner as a father should or might do with his child, all however according to his circumstances. Thus done the 23d of May A°. 1644, in Fort Amsterdam, New Netherland.

Philip Gerritsen

This is the H I mark of Hans Jansen, made by himself

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Indenture of service of Maria, a young Negro girl, to Nicolaes Coorn

[111b] This day, date underwritten, before me, Cornelis van Tienhoven, secretary of New Netherland, appeared Nicolaes Coorn, residing in the colony of Renselaers Wyck, who acknowledged that he had accepted and this day received from the Hon. Willem [Kieft], director general of New Netherland, Maria, daughter of Big Pieter, being a young Negro girl belonging to the honorable West India Company, for the term of four consecutive years, during which said time the above mentioned Maria shall remain in the

service of the aforesaid Nicolaes Coorn, on condition that he shall provide her with food and clothes. At the expiration of the aforesaid four years, Coorn shall be bound to restore the aforesaid girl, if she be living, to the honorable director above mentioned, or to his successor. In witness whereof this is signed by Nicolaes Coorn. Done the 25th of May A°. 1644, in Fort Amsterdam in New Netherland.

N. Koren

Acknowledged before me,

Cornelis van Tienhoven, Secretary

Power of attorney from Jan Jansen Schepmoes to Cornelis Antonissen to collect Aeltje Claes' portion of her father's estate

[112a] Before me, Cornelis van Tienhoven, secretary residing in New Netherland on the part of the General West India Company appeared Jan Jansen Schepmoes as guardian of Aeltjen Claes, surviving minor daughter of Marritjen Piters, who in the aforesaid capacity appoints and empowers, as he does hereby, Cornelis Antonisz, [1] residing in the colony of Renselaers Wyck, to demand, collect and receive in his, the principal's, name from the heirs of the late Brant Pelen, [2] residing in the colony aforesaid, all such portion of the estate of the deceased Brant Pelen as is due to the above mentioned Aeltjen Claes, as may more clearly appear from the will, a copy of which is in the possession of the said Cornelis Antonisz; which attorney shall have power to institute

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[1] Cornelis Antonissen van Schlick, from Breuckelen; see Van Rensselaer Bowier MSS., pp. 255-56, 809.

[2] Brant Pellen, from Nykerck, one of the first settlers of Rensselaerswyck. See Van Rensselaer Bowier MSS., p. 806.

Settlement of Annetje Jans upon her minor children by Roeloff Jansen, her first husband

[20b] In the year [after the birth of our Lord and] Savior Jesus [Christ, one thousand six hundred] and forty-two, personally came and [appeared before me, Cornelis van] Tienhoven secretary [in New Netherland], appointed [by the General] Chartered West India [Company], Annitjen Jans, formerly widow of the late Rouloff Jansen from Masterland, and at present wife of Everardus Bogardus, minister here, with the Hon. Willem Kieft, director general of New Netherland, and Mr. Johannes La Montangne, her chosen guardians herein,[1] who declared that in the month of March A°. 1638, before she, Annitjen Jans, had entered into the marriage state with her present above named husband, she had agreed with the guardians of the surviving legitimate children which the aforesaid Rouloff Jansen had in his lifetime procreated by her respecting their share of their deceased father's estate, which aforesaid contract was drawn up and written by the late Secretary Hudden,[2] and is at present not to be found in the old books, papers or registers. Wherefore, for the security of the aforesaid children and Annitjen Jans above named, she has caused this instrument to be drawn up as a supplement to the foregoing contract, and in case the latter happens to be discovered elsewhere, she Anna Jans, holds it as valid and of no less force than the present, on the condition that whenever this shall be

[1] Annetje Jans's husband being himself a party to the contract, it was necessary for her to chose others to act as her guardians in the matter.
[2] Andries Hudde.

fulfilled, the other contract shall be null and void. First, [the said] Anna Jans [promises] to pay to the above mentioned minor children whenever they shall attain their majority, from her first available means, as their share of their deceased father's estate, the sum of one thousand Carolus guilders, Holland currency, to wit: To her daughter Sara Rouloffs, aged about sixteen years, two hundred guilders; to Trijntjen Rouloffs, aged thirteen years, two hundred guilders; to Sijtjen Rouloffs, aged eleven years, two hundred guilders; to Jan Rouloffsen, nine years old, two hundred guilders; and to Annitjen Rouloffsen, aged six years, a like two hundred guilders; which amounts for the five children aforesaid to one thousand guilders; on the express condition and stipulation that she, Anna Jans, and Everardus Bogardus, her present lawful husband, shall have the use of the moneys aforesaid, without interest, until the above named children shall become of age. She, Anna Jans, and Everardus Bogardus also promise, saving the children's property, to bring them up according to their means, to provide them with the necessary clothing and food, to keep them at school, to let them learn reading, writing and a good trade, all according to their ability; with which the above named children henceforth and forever [shall hold themselves satisfied, without] being able to claim [either from Anna Jans or from] her guardians, heirs [or assigns], on account of their father's [estate], anything more [than each the] aforesaid portion of two hundred Carolus guilders, which she, Anna Jans, assisted herein by her guardians aforesaid, and the said Everardus Bogardus promise fully to tender and to pay, free of costs and charges, without any exception or gainsay,

waiving therefore all exceptions of whatsoever nature which may in any way be contrary to this instrument. For the security and performance hereof we, Anna Jans and Everardus Bogardus, bind our respective persons and properties, movable and immovable, present and future, under submission to the Provincial Court of Holland and West Friesland and all other courts, judges and justices. In witnesse and token of the truth this is signed with our own hands. Done the 21st of June A°. 1642, in Fort Amsterdam, in New Netherland.

Anna Ians
E. Boghardus
Willem Kieft
La Montagne

Acknowledged before me,
Cornelis van Tienhoven, Secretary

Lease from Burger Jorissen to Willem Barentsen, Robert Edens and James Smith of his land and livestock on Long Island

[21] [This day], date underwritten, before me, [Cornelis va]n Tienhoven, secretary in New Netherland appointed by the Gen[eral] Chartered West India Company, appeared Willem Barentsen, Robbert Edens and Gems Smit, who acknowledge that they have agreed and contracted in the form and manner hereinafter written with Borger Jorissen, farrier, for the use of his land situated on Long Island, adjoining the land of Tymon Jansen. First the lessees shall have the use of as much of the aforesaid land as they shall be able to cultivate properly, for the term of three consecutive years, commencing on the day of All Saints A°. 1642

next and terminating on All Saints' day A°. 1645, on the express condition that Borger Jorissen shall pay the lessees for whatever they shall fence, palisade or build, whether a needful house, or a barn for the stabling of cattle, according to the then valuation by good impartial men. The lessees also acknowledge the receipt from the aforesaid Borger Jorissen of eleven goats and one buck, on condition that the owner at the end of the aforesaid years shall first withdraw eleven goats and one buck, and what shall then by the blessing of God be bred from them shall be equally divided by the lessees and Borger Jorissen, provided that the parties shall jointly incur the risk of death. And in case there be no increase at that time and any of the goats now delivered [happen to die], the half of the goats that shall have died must be paid for [by the lessees] at the rate of [ ]. [Furthermore, the] above named Borger [Jorissen shall deliver to the lessees] eight sows on hal[ves, and] on the same risk as the goats, [provided] that the increase shall each year be [divided] half and [half] by the parties. Thus done [and agreed without] fraud or deceit, in good faith, at the house of Borger Jorise [aforesaid on the] island of Manhattan, this 23d of June [A°.] 1642, and signed by parties.

This is the X mark of Willem Barentsen
This is the X mark of Robbert Edens
James Smith
This is the X mark of Borger Joris

Acknowledged before me,
Cornelis van Tienh[oven], Secretary

Indenture of apprenticeship of Lambrecht Sickels to Meyndert Fredericksen to learn the smith's trade

[106 blank; 107] On this 9th day of February 16$\frac{8}{9}$ appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany) and before the hereinafter named witnesses, Meyndert Frederiesz of the one part and Sacharias Sickels of the other part, who hereby acknowledge that they have agreed and contracted in manner following, to wit: Sacharias Sickels acknowledges that he has hired out his son named Lambrecht Sickels (now about 14 years of age) tb said Meyndert Frederiesz for the term of six consecutive years commencing on the 1st of December 1679 and ending on the 1st of December 1685. And said master promises to provide said boy during the aforesaid term with proper food and linen and woolen clothing, etc.; also to teach him the smith's trade as well as he shall be able and to send him to the evening school for three winters, namely, two months each winter, and pay the school tuition; and at the end of said term said master promises to give him a suitable Sunday and workaday suit of clothing, six shirts, a pair of new shoes, a new hat, a pair of new stockings and a chest, but the aforesaid father promises to have said boy's washing done, provided he, Meyndert Frederiesz, shall now furnish a cask of soap to wash with during the six years. And said father promises that the said boy during the said term shall (with God's help) serve said master with all diligence and obedience and faithfulness, as well in the smith's trade as in all other proper work, and the aforesaid youngster promises to do the same (as aforesaid).

Lease of a young negress named Sara from Capt. Johannes Clute to Arnout Cornelissen Viele

[413–15 blank; 416] On this 16th day of November 1682 appeared before me, Adriaen van Ilpendam, notary public (residing in New Albany), and before the hereinafter named witnesses, Capt. Jan Clute of the one part and Aernout Cornelisz of the other part, who acknowledge hereby that in all love and friendship they have contracted and agreed in form and manner following, to wit: Said Capt. Johannes Clute acknowledges that he has hired to Aernout Cornelise a certain little negress (named Sara) for the time of three succeeding years, to begin on the first of December of this year 1682 and to end on the first of December 1685, and said Capt. Johannes Clute promises to fit out said negress with proper clothing, woolen as well as linen, stockings and shoes, and that said negress (now about nine and a half years old) shall serve out said term with said Aernout Cornelisz and his wife with all diligence and faithfulness according to her ability in all proper work; but if said Capt. Jan Clute has use for said negress one month every year in harvest time she shall serve him, provided that she shall serve out this time afterwards. And Aernout Cornelisz promises to fit out said negress again at the end of the aforesaid term as well with woolen as linen, shoes and stockings, the same as he shall have received; and Aernout Cornelisz not only takes this negress as hereinbefore stated, but promises to exercise her in godly prayers and to bring her up in the fear of the Lord, likewise to teach her to sew, knit and spin according to her capacity. Hereto the contracting parties bind their persons and estates, nothing excepted, subject to all lords, courts, tribunals and judges and have subscribed this with their own hands in presence of the Honorable Adriaen Gerritsz van Papendorp and the Honorable Abraham van Tricht, called as witnesses hereto; dated as above.

JOHANNS CLUTE
A: CORNELISSEN VIELE

As witnesses:
Adriaen Gerretsen Papendurp
Abraham van Tricht, Chirurgeon
Quod attestor
ADRIAEN VAN ILPENDAM, *Not. Pub.*

[46] Baefjen Pietersen, plaintiff, against Jan Janssen *Cuyper*, defendant.
Default. The defendant failing to appear, default is taken against him.

Foppe Barentsen, plaintiff, against Cornelis Vos, defendant.
2d default. The defendant defaults for the second time.

Foppe Barensen, plaintiff, against Willem Brouwer, defendant.
The court orders the parties respectively to submit their documents in order that after examination of them judgment may be given.

The honorable magistrates, plaintiffs, against Henderick *de Backer*, defendant.
The defendant is condemned to pay the court messenger the balance of *f*3:12, with costs.

Anderies Herbertsen, magistrate, complains that Henderick *de Backer*, said that he was the cause of the judgment against him.
Henderick *de Backer*, requests time until he has spoken with Jan Verbeeck.
The court has promised Jacob Adriaensen the sum of *f*100:– and a lot at the hill, south of Pieter *de Vlamingh*, in lieu of his surveyed lot.

Appeared before the court Jan Verbeeck and Evert Wendel, orphan masters of the court, who declared that seeing the bad management of Christoffel Davids in administering the estate left undivided between himself and his children, the heirs of Cornelia de Vos, his deceased wife, they had thought fit for the preservation of the said property and the protection of the children to nominate and propose [47] the persons of Andries de Vos, the father of the said Cornelia de Vos, and Arent Anderiessen, uncle on his wife's part of the said children,* as curators thereof, as far as the rights of the minor children are concerned; who, appearing before the court, have voluntarily agreed and promised upon oath to acquit themselves therein to the best of their knowledge and to the best advantage of the estate and the children. Wherefore the court has granted them authority as lawful curators of the said estate and guardians of the aforesaid children, with power to do therein and in all that is connected therewith as they jointly shall see fit for the benefit of the aforesaid estate and children, binding themselves to render an accounting whenever time or necessity shall demand it. Done in court at Fort Orange, the 27th of February Anno 1657.

* Arent Andriessen's wife, Catalijntje de Vos, was a sister of Cornelia de Vos.

8 st. in seawan, less what has been paid on account, *cum expensis*.

[521] The Rev. Dom. Godevridus Dellius, accompanied by Johannes Wendel, deacon, informs their honors that last winter, with some members of the consistory, they called at the house of Paulyn to board the children whom they [Paulyn and his wife] have at home with some good people who can support them and bring them up decently. But, being very unwilling, he would not consent to it and said that the deacons should take them off their book. And whereas the consistory are informed that the children can not get enough to eat at their parents', they request that their honors may be pleased to see to it that the said children do not suffer want or damage through the unreasonable obstinacy of their ignorant parents.

The honorable court delay the matter for further consideration.

Whereas Mr William Parker has died without leaving any will and his son and daughter are not willing to administer the estate of their deceased father; therefore, the constables of this town are authorized and ordered to go with the clerk of this court to the house where the said Parker resided and to inventory the estate left by him, taking furthermore care to seal all papers and books and to make further inquiry in regard to the entire estate and to make a report to the court on the next court day, when their honors will make further provision for the proper administration of the aforsaid estate, in order that the creditors may not be defrauded of their just dues. For the performance of which this will be to you and to every one of you a sufficient warrant. *Actum* in Albany, March 29th, 1684.

respectively, which arbitrators were chosen by the parties at once, to wit, Hendrick Jochimsen and Willem Bout, who are hereby authorized to examine the account of the plaintiff and to settle the difference to the best of their ability.

[36] Rutger Jacobsen, plaintiff, against Claes Teunissen, defendant.

The plaintiff demands delivery of the defendant's house, sold to him by the defendant, in payment of a certain sum due to him by Jacob Luyersen, deceased.*

The defendant acknowledges that he is ready to do so.

The officer of the court, as protector of the rights of orphans, objects to the delivery and requests that curators be appointed to preserve the rights of the surviving children of Jacob Luyersen, deceased.

The court appoints Jan Verbeeck and Evert Wendel curators to the aforesaid children.

The magistrates of this court, plaintiffs, against Henderick *de Backer*, defendant.

Default. The defendant failing to appear, default is entered against him.

Pieter Meessen requests a lot for a garden.

The court, after inspection of the lot, will accommodate the petitioner according to the situation of the place.

Tuenis Cornelissen requests permission to build another house on his lot.

The court will take the matter under advisement.

Claes Hendericksen, plaintiff, against Gerrit Slechtenhorst, defendant.

The plaintiff says that the defendant has forbidden him to build on his own ground, to which the defendant replies that the ground on which the plaintiff is building belongs to him as lessee, maintaining that no one can build thereon without his consent during the term of his lease.

[37] The plaintiff shows a lease in the defendant's handwriting, in the margin of which is written that the plaintiff is to have the use of the yard at present in controversy.

The defendant claims that such use was granted to the plaintiff only for the purpose of stacking his wood there and for bleaching, which he offers to prove.

* Jacob Luyersen, of Wageningen, Gelderland, who is the ancestor of the Kuykendall family.

The 7th of February there appeared by order of the court Jan Verbeecke and Evert Wendels, chosen curators of the estate of the surviving children of Jacob Luyersen, deceased, who accepted the said office and promised to acquit themselves of their duties to the best of their knowledge and ability.

The court, having considered the need of orphan masters in this place and experienced the faithfulness of Jan Verbeecke and Evert Wendels, have for the service and best interest of the country appointed them orphan masters, to take charge of all estates which [otherwise] would remain uncared for through the death of the husband or wife. *Actum* in Fort Orange, the 7th of February 1657.

Was signed: La Montagne,
vice director and commissary
of Fort Orange,
Rutger Jacobsen
Anderies Herbertsen
Jacob Schermerhorn
Philip Pietersen

[44] Ordinary Session Held in Fort Orange, February 20, 1657

President, Johannes Lamontagne
Rutger Jacobsen
Anderies Herbertsen
Jacob Schermerhoorn
Philip Pietersen
magistrates

Jan van Hoesem, plaintiff, against Jochim Wesselsen *Backer*, defendant.

The plaintiff complains that the defendant kicked his daughter in the groin, so that she is unable to do any work.

The defendant says that his daughter, being in his service, was admonished by his wife to mend her ways as she was a young maiden, whereupon, she making some retort, the woman was moved to chastise her and kicked the plaintiff's daughter with her foot in the behind.

The court orders the officer to take further information in the matter.

Lesson 4

Objectives	Activities	Resources
1. Students will identify with children, men or women in New Netherland.	1. Prepare a role play of a New Netherland family. Recreate a court scene. Divide the class up into "families"- assign roles of mother, father, daughter, son, servant, etc. Have each write a journal entry for a typical day or a play scene.	Documents used in the previous lessons.