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A HISTORY OF THE JEWS OF THE
NORTH AMERICAN COLONIES IN THE
SEVENTEENTH CENTURY,
BASED UPON A
COMPLETE CORPUS OF REGESTS

Thesis:
Submitted in
partial fulfillment
of the M.H.L. degree
by
Earl Alan Grollman

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A HISTORY OF THE JEWS OF THE NORTH AMERICAN
COLONIES IN THE SEVENTEENTH CENTURY. BASED UPON
A COMPLETE CORPUS OF REGESTS.

Earl Alan Grollman

In this thesis, every reference to North American Jews in the seventeenth century is cited, with comments from literature and personal comments for each regest.

There were relatively few Jews in the American colonies in the period under pervayance. There were Jews in New Amsterdam and later New York, Rhode Island, Connecticut, Massachusetts, Carolina, Maryland and Virginia. Even though there was animosity against the Jews in some colonies, the Jews in most cases were able to surmount the obstacles that confronts them, and become respected citizens in their respective colonies. The Jews engaged in various forms of trade and merchandizing, shipping, and butchering. Many Jews came to the colonies, transacted their business, and returned home. Life was extremely hard in the New World, especially for a Jew.

The first mention of a Jew in reference to the colony of New Amsterdam is on July 8, 1654. At that time, Jacob Barsimson departed from Holland for the New World. By September 7th of the same year, other Jews had arrived at New Amsterdam from a Cape St. Anthony. The Jews had to strive harder to gain civil rights. As a result of numerous petitions by Jews of the colony, and pressure by the Amsterdam Jews, the Jews of New Amsterdam were given a cemetery, the right to trade on the Delaware River, and the privilege of burghership. Asser Levy was undoubtedly the most prominent Jew in New Amsterdam and New York in the seventeenth

century. In 1695, a Chaplain Miller made a map, indicating that there were twenty Jewish families in New York at this time, and a "Jews Synagogue" with Saul Brown as its minister.

Fifteen families arrived in Newport in the spring of 1658 from Holland. Twenty years later a cemetery was procured in behalf of the Jewish nation. The Jews who were charged in 1685 with the violation of the Navigation Laws by trafficking in sugar and molasses from overseas were exonerated

The first reference to a Jew in Connecticut was on November 9, 1659, when David Jew was fined, because of his trading with children. Another Jew, Jacob Lucena, had his fine abated as a token of respect to Asser Levy and also because Lucena was one God's chosen people.

Solomon Franco is the first Jew to appear in the North American colonies in the seventeenth century -- 1649 in Massachusetts. There are numerous references to frustrated ministers in Massachusetts who have the sole desire of converting a Jew.

Jews appear in Carolina in 1695, and become naturalized shortly thereafter.

Moses Nehemiab was probably the only Jew in Virginia in this period (1658).

Jacob Lumbrozo who appeared in Maryland in 1659, is one of the most colorful Jews in the North American Colonies. He was an abortionist, a blasphemer, and a respected citizen of Maryland.

NEW AMSTERDAM

No. I.

Barsimson departs. Holland for New
Amsterdam on Peartree.

1654, July 8: Jacob Barsimson, Jew Debtor
New Amsterdam For freight and board on his coming
hitherward A^o, 1654, 8 July, per ship
Peartreef36... (New York Colonial
Manuscripts, XIV, 83; PAJHS, XVIII /1909/ 3).

o

Samuel Oppenheim states that this information shows
that Barsimson left Holland on July 8, 1654. The date
heretofore accepted for the arrival of the first Jews in
New York is usually given incorrectly, as July 8, 1654.
(ibid p.2, 3).

o

Jacob Barsimson was probably the first Jew in New
Amsterdam. He was originally from Holland. Of the twenty-
one items mentioned about Barsimson, fifteen concern them-
selves with the court cases of Lyckersen, Anthony, and
Wessels. The only time he acted jointly with another Jew
was on November 5, 1655, when he and Asser Levy made petition
to stand guard and be relieved from the military tax imposed
on the Jews in lieu of military service. The only other time
that his Judaism was an issue, was on June 3, 1658, when he
did not appear for a court case because it was his Sabbath.
The last reference to Barsimson was on February 7, 1659. It
is probably that he left the country shortly thereafter.

No. 2.

Jacob Aboaf departs from Holland for New Amsterdam. He stoppes off in England.

1654, July 8:
New Amsterdam

Amsterdam in New Netherland, A^o 1654
Jacob Aboaf, Jew, Debtor. For freight
and board on his coming hitherward

A^o 1654, 8 July per ship Pear-tree /F36/ This person
did not come here, but went ashore in England. Write off
therefore again f 36. (New York Colonial Manuscripts,
XIV, 83; Translation in Publication American Jewish Historical
Society (PAJHS), XVIII, /1909/, 3).

o

The above item is printed in the New York Genealogical
and Biographical Record, XIV, 181. On Dec. 17, 1654, this
ship was chartered by Governor Stuyvesant for a voyage to
the West Indies and back. It is probable that the Pear-tree
was in the same service Earlier in that year, and hence the
two Jews in question were brought by it from the West Indies.
(PAJHS, III, /1895/ 77).

Samuel Oppenheim states that even though Jacob Aboaf, a
Jew, left Holland to come here with the Pearboom or Pear-tree,
his journey ended in England. (PAJHS, XVIII, /1909/ 3).

o

On June 19, 1656, Jacob Aboaf's name is mentioned again
in New Amsterdam. Jacob Batsmson at that time asked to be
idemnified for goods which Aboaf took from him, while on
board the Pear-tree in 1654, opposite Wight in England. Aboaf
probably remained in England, and never came to New Amsterdam.

See No. 12.

No. 3.

The amount paid for Barsimson's passage was 36 guilders.

1654, August 22:
New Amsterdam

Credit

By Cash received, and entered as a debit in my Cash Account in Book No. E, under date of 22 August, current money 72 guilders in payment of Holland money..... f36..
(New York Colonial Manuscripts, XIV, 83; Translation in PAJHS, XVIII, (1909), 3).

o

Samuel Oppenheim states that the information shows that Barsimson apparently arrived here, on August 22, 1654, when it appears that his passage money of thirty-six guilders was paid. Whether it was paid by him or someone else is not stated. (PAJHS, XVIII, (1909) 3).

There was no objection to Barsimson's arrival, because he had a passport. (PAJHS, XXIX, (1924) 39).

o

See No. 1.

No. 4.

Jacques de la Motthe requests payment for board and freight of Jews whom he brought to New Amsterdam from Cape St. Anthony. Solomon Pietersen appears in court.

1654, September 7: Jacques de la Motthe, Master of the New Amsterdam Bark St. Charles, by a petition written in French, requests the payment of the freight and board of the Jews whom he brought here from Cape St. Anthony, according to agreement and contract in which each is bound in solidum, and that therefore whatever furniture and other property they may have on board his Bark may be publicly sold by order of the Court in payment of their debt. He verbally declares that the Netherlanders, who came over with them, are not included in the contract and have satisfied him. Solomon Pietersen, a Jew, appears in Court and says that nine hundred odd guilders of the 2,500 are paid, and that there are 23 souls bit and little, who must pay equally. The Court having seen the petition and contract order that the Jews shall, within twice 24 hours after date, pay according to contract what they lawfully owe; and in the meanwhile, the furniture and whatever this Petitioner has in his possession shall remain as security without alienating the Same. (Records of New Amsterdam, I, 240).

o

The fact that Jews are mentioned in New Amsterdam in a document of September 7, 1764 gives credence to the belief that the Jews had arrived previously to this date.

It cannot be accurately ascertained where this Cape St. Anthony is. It is improbable that this reference to the Cape St. Anthony of Cuba, for there the Inquisition was very active and Jewish life was practically nil.

No. 5.

The Jewish debtors must defray their debt to de la Motthe within four days. Abram Israel and Judicq de Mereda are the greatest debtors.

1654, September 10:
New Amsterdam

Jacques de la Motthe, Master of the Bark called the (St. Charles), complainant, Contra Divers Jews. Read their (contract) from which it appears that they owe to the

plaintiff in solidum a balance of fl. 1567 for freight and board from Cape St. Anthony to New Netherland. Parties appeared and acknowledgment of the contract being made, it was by the Burgo-masters and Schepens declared that the debtors have not legally nor rightfully paid, though they have property sufficient to defray the debt; that they shall first be called upon, and their goods sold for the payment, and if these shall not be sufficient to make up the full sum, then, according to the contract, each one for all in solidum, shall be called upon until the full amount shall be paid. LaMotthe was accordingly authorized, in case of non-payment within four days after date thereof, to cause to be sold, by public vendue, in presence of the officer, the goods of Abram Israel and Judicq de Mereda, being the greatest debtors, and these not sufficing he shall proceed, in like manner, with the others to the full acquittance of the debt and no further. Thus done and concluded this 10th September, 1654, in Amsterdam in Nw Netherland, in the Assembly aforesaid. (Records of New Amsterdam, I, 241).

This is our only reference to Judicq de Mereda and Abram Israel. They probably left the country shortly thereafter.

See Nos. 4, 7.

Asser Levy (Assar Leeven) is plaintiff against Rycke (Ricke) Nounes. He demands ~~items~~ that he loaned to her at Gamonike. The case is referred to two arbitrators.

1654, September 14: Asser Leeven, pltf. vs. Ricke Nounes, New Amsterdam deft. Pltf. demands repayment of 8¹/₂ pieces of Eight disbursed on his account at Gamonike (Jamaica) and fl. 15 for a Waistcoat and other things delivered to the Defendant. Defendant acknowledges to have borrowed five pieces of Eight at Gamonike and 7 fl. of 12 pieces of Eight disbursed for freight for the plaintiff with other items, making together fl. 41.11, so that, by account, a balance remains due her of fl. 22.5. Plaintiff maintains that the 12 ps of Eight were not disbursed but goods only ordered to the amount of ten pieces and not paid, and that he is not indebted any more." The Worshipful Court referred the parties to two arbitrators, Sieur Govert Lockermans and Sieur Johannes dePeyster being appointed as such, to examine the accounts and differences on both sides, and if possible to bring about an agreement; otherwise to deliver into Court their opinion in writing. (Records of New Amsterdam, I, 242).

o

Asser Levy is undoubtedly the most prominent Jew in New Amsterdam and New York during the seventeenth century. His full name, Asser Levy Van Swellem, indicated perhaps that his family came originally from Schwelm, Westphalia. We have no information about his early life, until September 14, 1654, when he is first mentioned in New Amsterdam.

Levy was practically penniless when he arrived in the New World. Jan Martyra, the captain of the ship that brought Levy, took what little Levy owned to defray the cost of his passage. On November 5, 1655, Levy petitioned with Barsimson for leave to stand guard or be relieved from the tax that was charged to the Jews, for the exemption from military service. Since Levy had to support himself by manual labor, the tax was too much for him to pay. There are only seven references to Asser Levy in his early years here; from September 14, 1654 to July 23, 1658. Levy then turned to trade and business and acquired wealth. He is mentioned eighty-nine more times, after July 23, 1658.

Levy was probably the first land owner in North America. He purchased property in Albany in 1661 for an investment. On October 1664, Asser Levy ~~was~~ was the only Jew to swear

allegiance to the English, after the surrender of New York. In the same year, he lent the city 100 florins for fortification of the city. Levy had prospered in the New World.

Certain writers regard Levy as an outspoken and fearless leader of the Jews. However, there is little evidence to corroborate their statement. The only time he acted jointly with other Jews was with Barsimson on November 5, 1655, and that, as has been explained, was motivated not by humanitarian aspirations, but for economic reasons. Levy's trading relations extended to Amsterdam, and so he represented Abraham Cohn, a Jew from that place. The only other Jews with whom there is any mention of Levy's association are Jacob Lucena (May 11, 1671) and Rabba Cooby (March 8, 1671). Abraham de Lucena appears much more frequently with his co-religionists.

Levy's greatest contribution to the Jewish community was his role as good will ambassador to the non-Jews. He seems to have been greatly respected by Christians. He was appointed an attorney for non-Jews (July 23, 1658), executor of their Estates, (May 16, 1673), witness to their deeds (July 19, 1670). In 1671 he gave money to the Lutherans for the building of their first church in New York.

His influence was not confined to New York. On May 11, 1671 Jacob Lucena's fine was abated in Connecticut as a token of respect to Asser Levy.

Levy probably observed some form of the dietary laws. When he was sworn in as a licensed butcher in 1680, he asked to be excused from killing hogs. About 1678, he built a public slaughter house.

Asser Levy is one of the few Jews who married in New York. When he died somewhere between April 19, 1681 and April 4, 1682, he left his Estate to his wife Miriam. The inventory of his estate substantiates the theory that Levy was wealthy. His brother-in-law, Symon Valentyn van der Wilden, and a Samuel Censell Levy appear after Asser's death, in relation to the Estate.

An Asser Levy, probably the late Asser Levy's son, also is mentioned at this time.

No. 7.

David Israel and Moses Ambrosius are under civil arrest for debts to de la Motthe.

1654, September 16:
New Amsterdam

Jacques de la Motthe, Master of the Bark called St. Catrina pltf. contra David Israel and the other Jews, according to their signatures, debts. Touching the balance of the payment of the passage money of the said Jews for which each is bound in solidum. Whereas their goods sold thus far by vendue do not amount to the payment of their obligation, it is therefore requested that one or two of the said Jews be taken as principal, which, according to the aforesaid contract or obligation, cannot be refused. Therefore he hath taken David Israel and Moses Ambrosius as principal debtors for the remaining balance, with request that the same be placed in confinement until the account be paid. The Court having weighed the petition of the pltf. and seen the obligation wherein each is bound in solidum for the full payment, have consented to the pltf's request to place the aforesaid persons under civil arrest (namely with the Provost marshal) until they shall have made satisfaction; provided that he, La Motthe, shall provisionally answer for the board which is fixed at sixteen stivers per diem for each prisoner, and it is ordered that for this purpose 40 o 50 guilders, proceeding from the goods sold, shall remain in the hands of the Secretary, together with the expenses of this special Court. Done in New Amsterdam in New Netherland. (Records of New Amsterdam, I, 244).

o

St. Catrina is called St. Charles in previous entries (PAJHS, XVIII (1909) 69).

As no further proceedings appear upon the records, the dispute of de la Motthe was doubtlessly arranged amicably. It was probably nothing more than a misunderstanding between the Jews and the captain as to whether they were bound to make good the deficiency which was enhanced by the forced sale of their efforts at auction. (PAJHS, I, [1893] 46).

o

This is our only reference to Moses Ambrosius. See
See Nos. 4, 5.

No. 8.

Stuyvesant writes a letter to Directors of the Dutch West India Company. He asks permission to oust the Jews of New Amsterdam.

1654, September 22: The Jews who have arrived would nearly all like to remain here, but learning that they (with their customary usury and deceitful trading with the Christians) were very repugnant to the inferior magistrates, as also to the people having the most affection for you; the Deaconry also fearing that owing to their present indigence they might become a charge in the coming winter, we have, for the benefit of this weak and newly developing place and the land in general, deemed it useful to require them in a friendly way to depart; praying also most seriously in this connection, for ourselves as also for the general community of your worships, that the deceitful race, -- such hateful enemies and blasphemers of the name of Christ, -- be not allowed further to infect and trouble this colony, to the detraction of your worships and the dissatisfaction of your worships' most affectionate subjects. (New York Colonial Manuscripts VI, 322; PAJHS, XVIII [1909] 5).

o

Some Jews came to New Amsterdam in September, 1654. Their arrival and their desire to remain called forth this letter from Stuyvesant. (ibid 4).

o

Goodman states (American Overture) that Stuyvesant had anti-Jewish feelings as a result of an earlier unhappy experience with Jews on the island of Curacao. This is hypothetical, however. Rather, Stuyvesant seems to hold the bigoted, medieval attitude toward the Jew. The above calendar is Stuyvesant's first official reaction to the settlement of the Jews in New Amsterdam.

There is no evidence of usury among the Jews at this time in the New World.

See No. 5.

No. 9.

Asser Levy (Assar Leeven), defendant, states that he is not bound to pay anymore to the sailors. The court rules that the prisoners are responsible for the remainder of the payment.

1654, October 5: Jan Martyra pltf. vs. Assar Leeven, deft.
New Amsterdam Pltf. As Attorney and agent of the Sailors who brought the Jews here from the West Indies, demands from deft. payment of f. 106. still remaining due. Deft. says that all his goods were sold by auction, and he is not bound to pay any more, inasmuch as payment for his freight was offered before the sale on condition that his goods be not sold. The Court persists in its previous decision that the prisoners who were taken as principals be held responsible also for the remainder of the payment. (Records of New Amsterdam, I, 249).

o

Asser Levy was a poor man when he started his new life in New Amsterdam.

It is probable that there were two separate contracts; one with the captain, one with the sailors. The captain was apparently satisfied. Now, the sailors are seeking satisfaction.

See No. 6.

No. 10

The Jews' goods were sold. David Israel was held.

1654, October 12: In Court was paid, from the proceeds
New Amsterdam of the Jews' goods which were sold by
order at vendue --
To the Provost Marshal for what David Israel was detained,
according to account fl. 12
Item. For an Extraordinary Session of Court 20
fl. 32
So that there remains of said money, per cassa fl. 72

(Records of New Amsterdam, I 252).

o

David Israel was apparently the only one held. The total sum of the goods of the Jews was 104 florins.

No. 11.

Asser Levy (Assar Leeven), deft. has his first default.
Solomon Pietersen (Piers) is the agent of Rycke Nounes (Nunes) pltf.

1654, October 12:
New Amsterdam

Solomon Piers, as ag't for Rycke Nunes, pltf. vs. Assar Leeven, deft. Deft's first default (Records of New Amsterdam, I, 252).

— 0 —

There is little evidence of Jewish solidarity here.

See Nos. 6, 12, 14.

No. 12.

Solomon Pietersen, as attorney for Rycke Nounes, wins case from Asser Levy (Leeven). Levy is to pay fl. 105.18 which Nounes paid for him for freight from the West Indies.

1654, October 19:
New Amsterdam

Solomon Pietersen, as atty. for Rycke Nounes,
pltf. vs. Asser Leeven, deft.

Pltf., in his capacity aforesaid, demands payment of fl. 105.18 which Rycke Nounes paid for freight for him from the West Indies with her goods since sold by auction for defendant and others according to acc't. Defendant says that his and the other persons' goods have been sold at vendue, and that he then represented that if his goods were not sold he should pay his freight, as he had money belonging to him. He now claims that he is not bound to pay, and also that he is unable. Parties having been heard, the Court condemns deft. Assar Leeven in the said sum of fl. 105.18, balance of freight, which he owes Rycke Nounes whose goods were sold for the same, over and above her own debt; or to satisfy her Atty. within 14 days from date. (Records of New Amsterdam, I, 254).

— o —

See Nos. 6, 11, 14.

No. 13.

Jan Martyra, the representative of the
sailors of St. Cathrie, promises not to
molest Jews.

1654, October 21:
New Amsterdam

I, the undersigned, as representative of
the common sailors of the barque called St.
Cathrie (should have been St. Cahrel) touch-
ing the balance of the freight of the Jews they brought hither from
the West Indies, there being still due a balance of four hundred and
ninety-five guilders, hereby, at the request of (Solomon Piet)ers,
attorney for Rycke Nounes, (on) the promise made by said Jews to
pay by the next coming ships sailing from Patria, they having written
about the same by the ships sailing for Patria, declare that I have
promised them to await payment the aforesaid time, and hereby
promise meanwhile not in the least to molest or trouble the said
Jews who shall remain here, with regard to the pay aforesaid, but to
wait the aforesaid time until the answer to their letters be received
by the first ship.

In witness I have subscribed these presents in the quality
aforesaid this 21st October, 1654. New Amsterdam in New Netherland.

Witnesses

This is the X mark of
Pieter Jacobsen,
Capt. Lieutenant, made by himself.

Isaac Kip,
To my knowledge,

Jacob Kip, Secretary. (Powers of Attorney, Acknowledgements,
Indentures of Apprenticeship, Inventories, Deeds (1651 - 1656), 80 -
81; Translated in PAJHS, XVIII (1909) 82).

This is the mark of

X

Jan Martyn
made by himself

No. 14.

Solomon Pietersen (Pieters) is allowed to retain money for Rycke Nounes, whose goods were sold, over and above her freight-debt.

1654, October 26:
New Amsterdam

Solomon Pieters appeared in Court, and exhibited a declaration from the attorney of the sailors, relative to the balance of the freight of the Jews, promising to wait until the arrival of the ship from Patria. Wherefore he request to receive the moneys still in the Secretary's hands for Rycke Nounes whose goods were sold, over and above her own freight-debt, in order to obtain from that money some support for her. Whereupon was endorsed: Petitioner Solomon Pieters as Attorney was permitted to take, under security, the monies in the Secretary's hands. (Records of New Amsterdam, I, 259).

o

See Nos. 6, 11, 12.

No. 15.

The Jew in Amsterdam petition to the West India Company, that their fellow Jews be permitted to live and traffic in New Amsterdam

1655, January : Granted that they may reside and traffic
Amsterdam provided they shall not become a charge
 upon decency or the company.

The merchants of the Portuguese Nation residing in this City respectfully remonstrate to your Honors that it has come to their knowledge that your Honors raise obstacles to the giving of permits or passports to the Portuguese Jews to travel and to go to reside in New Netherland, which if persisted in will result to the great disadvantage of the Jewish nation. It also can be of no advantage to the general Company but rather damaging.

There are many of the nation who have lost their possessions at Pernambuco and have arrived from there in great poverty, and part of them have been dispersed here and there. So that your petitioners had to expend large sums of money for their necessities of life, and through lack of opportunity all cannot remain here to live. And as they cannot go to Spain or Portugal because of the Inquisition, a great part of the aforesaid people must in time be obliged to depart for other territories of their High Mightinesses the States-General and their Companies, in order there, through their labor and efforts, to be able to exist under the protection of the administrators of your Honorable Directors, observing and obeying your Honors' orders and commands.

It is well known to your Honors that the Jewish nation in Brazil have at all times been faithful and have striven to guard and maintain that place, risking for that purpose their possessions and their blood.

Yonder land is extensive and spacious. The more of loyal people that go to live there, the better it is in regard to the population of the country as in regard to the payment of various excises and taxes which may be imposed there, and in regard to the increase of trade, and also to the importation of all the necessities that may be sent there.

Your Honors should also consider that the Honorable Lords, the Burgomasters of the City and the Honorable High Illustrious Mighty Lords, the States-General, have in political matters always protected and considered the Jewish nation as upon the same footing as all the inhabitants and burghers. Also it is conditioned in the treaty of perpetual peace with the King of Spain that the Jewish nation shall also enjoy the same liberty as all other inhabitants of these lands.

Your Honors should also please consider that many of the Jewish nation are principal shareholders in the Company. They having always striven their best for the Company, and many of their nation have lost immense and great capital in its shares and obligations.

The Company has by a general resolution consented that those who wish to populate the Colony shall enjoy certain districts of land gratis. Why should now certain subjects of this State not be allowed to travel thither and live there? The French consent that the Portuguese Jews may traffic and live in Martinique, Christopher and others of their territories, whither also some have gone from here, as your Honors know. The English also consent at the present time that the Portuguese and Jewish nation may go from London and settle at Barbados, whither also some have gone.

As foreign nations consent that the Jewish nation may go to live and trade in their territories, how can you Honors forbid the same and refuse transportation to this Portuguese nation who reside here and have been settled here well on to about sixty years, many also being born here and confirmed burghers, and this to a land that needs people for its increase?

Therefore the petitioners request, for the reasons given above (as also others which they omit to avoid prolixity), that your Honors be pleased not to exclude but to grant the Jewish nation passage to and residence in that country; otherwise this would result in a great prejudice to their reputation. Also that by an apostille and Act the Jewish nation be permitted, together with other inhabitants, to travel, live and traffic there, and with them enjoy liberty on condition of contributing like others, &c. Which

(Translation of Dutch Manuscript; PAJHS, XVIII [1909] 9, 10, 11).

o

According to Oppenheim, the note at the side of the petition is undoubtedly the "apostille" mentioned in the company's letter of April 26, 1655. The language of the petition was the usual method of acting upon a request for relief. (ibid p 12).

o

The petition by the Jews in Amsterdam to the West India Company was acted upon favorably. On February, 1655, the Directors of the West India Company gave permission to the Jewish nation to travel, reside, and trade there. (Nov. 29, 1655)

The Jews who made this petition probably did not know about the colonization by Jews there in 1654. The Jews in Amsterdam were interested in a place of refuge for the Jews on the continent.

No. 16.

The Dutch West India Company grants the Jews of New Amsterdam a basic charter of rights.

1655, February 15: This charter is described in a New Amsterdam petition by Dandrada on November 29, 1655. It gave the Jews the right to own real estate in New Amsterdam. However, there were probably certain prohibitions upon the Jews. This document is apparently no longer extant.

No. 17.

The sherrif of the city brings a charge against Abraham de Lucena (Abram de la Sina), a Jew, for having his store open on Sunday. The Supreme court resolves that the Jews who arrived in New Amsterdam in 1654 from the West Indies must depart.

1655, March 1: Cornelis van Trenhoven, as Sheriff of this New Amsterdam city, pltf. v/s Abram dela Sina, a Jew, deft. Pltf. rendering his demand in writing, says that he, de la Sina, has kept his store open during the Sermon, and sold by retail, a proved by affidavit; concluding, therefore, that deft. shall be deprived of his trade and condemned in a fine of six hundred guilders. This charge having been read before deft., who not understanding the same, it was ordered that copy thereof be given deft. to answer it by next Court day. Fiscal Cornelis van Tienhoven informed the Burgomasters and Schepens, the Director General and Supreme Council have resolved, that the Jews, who came last year from the West Indies and now from Fatherland must prepare to depart forthwith; and that they shall receive notice thereof, and asked, whether Burgomasters and Schepens had anything to object thereto. It was decided, no; but that the resolution relating thereto shall take its course. (Records of New Amsterdam, I, 290-1).

The reference to the resolution of the Council apparently according to Oppenheim related to the desire of Stuyvesant that the Jews be required to depart from New Amsterdam. There is no further mention of the departure of the Jews, following the action of the Burgomaster. In all probabilities, the order was not enforced. (PAJHS, XVIII /1909/ 6).

Abraham de Lucena probably arrived in New Amsterdam, during the winter of 1654. (See) This is the first time that he is mentioned in the New World.

De Lucena was a spokesman for the Jewish community. Frequently, he made petition together with other Jews, for more rights for his co-religionists. He petitioned for burial grounds, the right to trade at the South River, the privilege to hold real estate, and to be a burgher. Abraham de Lucena could speak Dutch fluently, acting several times in the capacity as interpreter for his fellow Jews.

Abraham de Lucena appears to be an enterprising merchant.

In the above calendar, he is mentioned as keeping "his store open during the Sermon, and sold by retail." Probably, he was a new arrival at this time, and was ignorant of the local laws.

Jacob deLucena was one of the few Jews in New Amsterdam who was married. A Moses de Lucena is mentioned at this time, possibly Jacob's brother. Jacob de Lucena may be a relative of Abraham Haim de Lucena, the second known minister of the Shearith Israel Congregation.

See No. 98.

No. 18.

Rev. Megalopensis writes a letter to the Classes of Amsterdam, and informs them that the Jews who came from Holland, in the summer of 1654, were a penniless group. More Jews have come in the spring of 1655 from Holland.

1655, March 18:
New Amsterdam

We have cause to be grateful to the Lords Directors and to your Reverences for the care and trouble taken to procure for the Dutch on Long Island a good clergyman even though it has not yet resulted in anything. Meanwhile, God has led Domine Joannes Polhemius from Brazil, over the Carribean Islands, to this place. He has for the present gone to Long Island, to a village called Midwout Last summer some Jews came here from Holland, in order to trade. Afterwards some Jews, poor and healthy, also came here on the same ship with D: Polheijmis. It would have been proper that these had been supported by their own nation, but they have been at our charge, so that we have had to spend several hundred guilders for their support. They came several times to my house, weeping and bewailing their misery, and when I directed them to the Jewish merchant they said that he would not lend them a single stiver. Now again in the spring some have come from Holland, and report that a great many of that lot would yet follow and then build here their synagogue. This causes among the congregation here a great deal of complaint and murmuring. These people have no other God than the unrighteous Mammon, and no other aim than to get possession of Christian property, and to win all other merchants by drawing all trade towards themselves. Therefore, we request your Reverences to obtain from the Lords Directors that these godless rascals, who are of no benefit to the country, but look at everything for their own profit, may be sent away from here. For, as we have here Papists, Mennonites and Lutherans among the Dutch; also many Puritans or Independents, and many Atheists and various other servants of Baal among the English under this Government, who conceal themselves under the name of Christians; it would create a still greater confusion, if the obstinate and immovable Jews came to settle here. (Ecclesiastical Records of New York, I /1901/ .335-336).

o

Jacob Barsimson seems to have been the only Jewish merchant there. (Jameson, Narratives of New Netherlands /1609-1664/ 393.) From this letter it appears that the penniless Jew who came from South America and who are supposed to have been the first-comers of their religion, found other Jews here before them (PAJHS, III /1895/ 44).

Megalopensis was a minister in New Amsterdam for twenty-seven years. He was at all times a very earnest supporter of his own church and a reherent opposer of other denominations. (Dictionary of American Biography, XII, 499)

No. 19.

Douwessen and P. Jans lease a house to
Ferera.

1655, April 15: Before me, Cornelis van Ruyven, secretary .
New Amsterdam in New Netherland, appointed by the General
Chartered West India Company, appeared the
Worthy Harmen Douwessen and Pietertje Jans, wife of Claes
Jansen Ruijter, of the one part, and David Ferera of the
other part, which Harmen Douwes and Pietertje Jans, for her-
self and in the name of her husband Claes Jansen Ruitjer,
declared that they leased, and David Ferera acknowledged that
he hired, a certain house belonging to the lessors, standing
and situated in Pearl street, adjoining Rem Jansen and Jacob
Eversen, for the term of one year, commencing on the 8th of
March last. For the rent of said house the lessee shall deliver
to the lessors six hundred guilders' worth of merchantable
goods which they may dispose of for their benefit; but on the
expiration of six months they shall be bound to deliver to the
lessee the sum of four hundred guilders in beaver or elk hides,
according as parties shall then agree, and the remaining two
hundred guilders the lessors shall retain for the use of the
aforesaid house for the term of one year. Parties have further
agreed and covenanted that in case the lessors fail to pay
the said 400 guilders at the appointed time of six months, the
lessee shall have as his guarantee the aforesaid house and for
that purpose they specially mortgage and pledge the aforesaid
house and lot until the payment be effectually made. Where-
fore parties respectfully bind all their property, moveable
and immoveable, present and future, nothing excepted, sub-
mitting the same to all courts, tribunals and judges.

Thus done in Amsterdam in New Netherland, the 15th of April,
Ao. 1655.

Harmen Douwes
Peter Ijans

David Fr^a
Juryen blanck, as witness
In my presence,

Cornelis van Ruijven

Secretary

(Calendar of New York Historical Manuscripts [1630-1674] III,
58; Translation in IAJHS, XVIII [1909/ 74-15]).

o

This is our first reference to David Ferera. He appears
thirty-seven more times in New Amsterdam, from April 15, 1655
to September 16, 1658. Ferera is always involved with court
cases in general, and the clothing of Feyer in particular.
As a result of the latter case, Ferera was confined in prison,

with several Jews - Moses de Lucena and Joseph de Costa - rallying to his defense. Ferera must have been well to do when he first arrived in New Amsterdam in the winter of 1654. (See He was able to lease a house immediately and pay a tax of a hundred flouns. In 1656, Ferera had some business connections with a Jew, da Silva of Holland. (See David Ferera appears in Maryland until February 26, 1660.

See No. 98.

No. 10.

The Directors of the West India Company tell Stuyvesant that the Jews may travel, trade and live in New Amsterdam, provided the poor among them shall not become a burden to the community.

1655, April 26:
Amsterdam to
New Amsterdam

We would have liked to effectuate and fulfill your wishes and request that the new territories should no more be allowed to be infected by people of the Jewish nation, for we foresee therefrom the same difficulties which you fear, but after having further weighed and considered the matter, we observe that this would be somewhat unreasonable and unfair, especially because of the considerable loss sustained by this nation, with others in the taking of Brazil, as also because of the large amount of capital which they still have invested in the shares of this company. Therefore after many deliberations, we have finally decided and resolved to apostile upon a certain petition presented by said Portuguese Jews that these people may travel and trade to and in New Netherland and live and remain there, provided the poor among them shall not become a burden to the company or to the community, but be supported by their own nation. You will now govern yourself accordingly. (Documents Relating to the Colonial History of New York XIV 315; Revised translation, PAJHS, XVIII /1909/ 8).

o

The letter from the Directors to Stuyvesant giving permission to the Jews to settle there is an interesting example of the struggle between old-time bigotry, prejudice, and intolerance, and commercial instinct of the Dutch as to the desirability of granting the permission prayed for. Perhaps the chief motive was as the Directors put it, "because of the large amount of capital which the Jews invested in the shares of this company" (PAJHS, I /1893/ 42).

o

See No. 15.

No. 21.

De Lucena, Dandrada, Cohen make petition for a grant of land for a Jewish burial ground. It was decided by the Director-General that there is no need of it yet.

July, 1655

1655, July 27: Abraham deLucena, Salvador Dandrada and Jacob
New Amsterdam Cohen, Jews, in the name of the others, petition the Honorable Director General this day to be permitted to purchase a burying place for their nation, which being reported to the meeting and voted on, it was agreed to give them the answer that inasmuch as they did not wish to bury their dead (of which as yet there was no need) in the common burying ground, there would be granted them when the need and occasion therefor arose, some place elsewhere of the free land belonging to the Company. Dated as above. (Calendar of New York Historical Manuscripts VI, Dutch, 150; Translated in PAJHS, XVII (1909) 75).

o

This is our first mention of Salvador Dandrada. He probably lived less than two years in New Amsterdam. Dandrada frequently made petition for Jewish rights and privilege: for burial grounds, the right of free trade, and the privilege to possess real estate. The disappointment in not being able to own real estate, may have been the prime reason for his departure from New Amsterdam.

This is our first reference to Jacob Cohen. He is mentioned twenty-seven times, until he left the colony three years later, about August 28, 1658. Cohen was a prominent man in the Jewish community. He acted jointly with other Jews in petitioning for a cemetery, for the rights to hold real estate, and the right of citizenship. Since de Costa aided him in rendering a letter into Dutch, Cohen apparently knew no Dutch, nor lived in Holland.

The first death among the Jews probably occurred between July 27, 1655 and February 22, 1656. For on the latter date, the Jews of New Amsterdam were granted a burying place outside the city. Now, apparently there was a need.

No. 22.

A resolution that the Jews be exempt from military service, on paying a commutation fee, as the citizens have a great aversion to serve with them.

1655, Aug. 28:
New Amsterdam

Resolution to exempt the Jews from military service, 28th of August, 1655.

The Captains and officers of the trainbands of this city having asked the Director General and Council whether the Jewish people who reside in this city, should also train and mound guard with the citizen's bands, this was taken into consideration and deliberated upon; first the disinclination and unwillingness of these trainbands to be fellow-soldiers with the aforesaid nation and to be on guard with them in the same guard house, and on the other side, that the said nation was not admitted or counted among the citizens, as regards trainbands or common citizen's guards, neither in the illustrious City of Amsterdam nor (to our knowledge) in any city in Netherland; but in order that the said nation may honestly be taxed for their freedom in that respect, it is directed by the Director General and Council, to prevent further discontent, that the aforesaid nation shall, according to the usages of the renowned City of Amsterdam, remain exempt from the general training and guard duty, on condition that each male person over 16 and under 60 years contribute for the aforesaid freedom towards the relief of the general municipal taxes 65stivers evry month, and the military council of the citizens is hereby authorized and charged to carry this into effect until our further orders, and to collect, pursuant to the above, the aforesaid contribution once in every month, and incase of refusal to collect it by legal process. Thus done in Council at Fort Amsterdam, on the day as above.

Signed: P. Stuyvesant, Nicasius de Sille, Cornelis van Tienhoven, (Ecclesiastical Records of New York, I, 340; Calendar of New York Historical Manuscripts [1630-1664], Dutch, XVI, 310; Translation in Documents Relating to the Colonial History of New York, I, 340).

o

The bigoted, medieval attitude toward the Jew is not limited exclusively to Stuyvesant. It is shared by the captains and trainbands of New Amsterdam, as well. The Jews were exempt from military service because the citizens apparently had an aversion to train with them. The Jews could compensate by the legal excuse of paying a tax.

This discriminatory tax was the type of humiliation that the Jews had known in many countries in Europe.

See No. 30.

No. 23.

Asser Levy (Leevens), Jacob Cohen (Cawyn) and Salvador Dandrada are included in a tax list.

1655, October 12:	Jacob Cawyn. Item.....	Fl. 100
New Amsterdam	Assar Leevevs Item.....	Fl. 6
	Salvador Dandrada. Item .	Fl. 100 (Records

of New Amsterdam, I, 371).

_____o_____

Because Asser Levy was taxed only six florins, we may conclude that he was not well-to-do at this time (PAJHS, VIII [1900] 14).

_____o_____

Jacob Cohen and Salvador Dandrada appear to be more wealthy than Asser Levy.

Asser Levy was a manual labor and had to work hard to earn a living.

See No. 30.

No. 24.

Jacob Barsimson (Bartinsen) is included in
a tax list.

1655, October 12:
New Amsterdam

Jacob Bartinsen voluntary.....6
tax list (Records of New
Amsterdam, I, 371).

0

This is the first mention of Barsimson since his arrival in New Amsterdam on August 22, 1654. The amount of the tax was small, indicating that Barsimson was not wealthy. He petitioned on November 5, 1655 for leave to stand guard or be relieved from the tax paid by others of his nation. The reason given was that "he must earn a living by manual labor". This tax was obviously too much for him.

No. 25.

There are the names of David Ferera (Frerie) and Joseph de Costa (Coster) on a tax list.

1655, October 12:
New Amsterdam

David Frerie Item.....Fl 100
Joseph de Coster Item 100 (Records
of New Amsterdam, I, 371).

o

David Ferera appears to be quite wealthy. Not only was he taxed a hundred florins here, but on April 5, 1655, he leased a house.

This is our first mention of Joseph de Costa, a Jew, who lived in New Amsterdam for about five years. De Costa appears to have a good knowledge of the Dutch language, for on July 4, 1656, he was Ferera's interpreter, and also rendered Jacob Cohen's letter of August 20, 1658, into Dutch. Jacob de Costa is mentioned frequently with other Jews, making petition with them on several occasions: the right to trade and hold real estate (March 14, 1656), a permit for trade on the South River (March 25, 1656), and for burghership (April 20, 1657). Although De Costa is mentioned fourteen times from October 12, 1655, to June 21, 1660, he is rarely mentioned in court cases. Not once is he the defendant.

No. 26.

David Ferera (Freree) wins his suit against P.D. Waterhout for forty ankers of distilled waters.

1655, October 18:
New Amsterdam

David Freree, Pltf. v/s Pieter Dircksen Waterhout, deft. Pltf. requests delivery of 40 ankers of distilled waters, which were laden in his ship and deft. was bound to deliver according to bill of lading. Deft. acknowledges the same to be his bill of lading and says, the ankers were delivered out of his ship to the public store; but that Adriaen Blommaert removed some ankers in the ship here in port. Whereupon the question occurs, whose ankers they are. The Court condemns the skipper, Pieter Dircksen to fulfill his bill of lading. (Records of New Amsterdam, I, 376).

o

On December 23, 1655, P. Dircksen Waterhout appealed the decision. After a second appeal on January 17, 1656, a new trial was ordered eight days later. A judgment was finally rendered on March 15, 1656, that annulled the attachment against the defendant,

See No. 98.

No. 27.

David Ferera (Frere) wins his case against
A. Keyser for fl. 192, in tobacco and beer.

1655, October 25:
New Amsterdam

David Frere, Pltf. v/s Adraien Keyser, deft.
Deft's second default. Pltf. demands, where-
as deft. remains in default an owes him
fl 192 in tobacco for sale and delivery of certain beer whereof the
time has expired over two months ago, that he be condemned to pay
the monies into the Secretary's office, or that the Goods, being
clothing, left in pledge therefore, be sold. The Court having seen
the a/c and debt, decree, by virtue of the 2 defaults, the deft.
shall pay the said monies into the Secretary's office within 14 days.
(Records of New Amsterdam, I, 388).

o

On January 24, 1655, Ferera attempted to recover the 192
florins for beer which he had sold. The court appointed arbitrators
on February 7, 1656, to determine what type of currency should be
used to pay the debt. Keyser was ordered on February 21, 1656, to
pay Ferera within two days. Three days later, a commission was
appointed to ascertain whether the defendant had satisfied his
obligations.

See No. 75.

No. 28.

Thomas Hall , defendant, is in default in
a suit initiated by David Ferera(Frere).

1655, October 25:
New Amsterdam

David Frere, pltf. v/s Thomas Hall, deft.
Deft. in default. (Records of New Amsterdam,
I, 385).

o

On November 15, 1655, both Ferera and Hall were in default.

No. 29.

Stuyvesant writes to the Directors of the West India Company and admonishes them, that if the Jews are given liberty, then Lutherans and Papists will demand it also.

1655, October 30:
New Amsterdam

To give liberty to the Jews will be very detrimental there, because the Christians there will not be able at the same time to do business. Giving them liberty, we cannot refuse the Lutherans and Papists. (Dutch abstract by Hans Bontamental in library of Historical Society of Pennsylvania; Translation in PAJHS, XVIII [1909] 20).

The demands of the Jews for religious liberty aided the Lutherans in the achievement of religious freedom. (ibid., p 22). The struggle of the Jews for civil rights invariably helped other minority groups.

On July 14, 1656, the Jews were allowed to "exercise in all quietness their religion within their houses!"

No. 30.

Barsimson and Asser Levy petition for leave to stand guard like other burghers of New Amsterdam or be relieved from tax paid by others of their nation. Their petition is granted.

1655, November 5 :
New Amsterdam

Jacob Barsimson and Asser Levy request to be permitted to keep guard with other burghers, or be free from the tax which others of their nation pay, as they must earn their living by manual labor.

After a vote, the answer was given: Director General and Council persist in the resolution passed, yet as the petitioners are of opinion that the result of this will be injurious to them, consent is hereby given to them to depart whenever whither it pleases them. Dated as above. (Calendar of New York Historical Manuscripts, Duth (1630 - 1664), VI, 154; Translation PAJHS, XVIII, [1909], 25).

o

On August 28th, 1655, there was a resolution that the Jews be exempt from military service on paying a commutation fee. The reason given is that the citizens have a great aversion to serve with them.

The above Calendar supports the contention that Asser Levy and Jacob Barsimson are poor. There is no struggle here for the principle of equality.

If the petitioners were insistent that they were injured by the regulation they were free to leave the province and go anywhere anytime. This reflects the anti-Jewish attitude of Stuyvesant and his colleagues.

This is the only time, Barsimson acted jointly with another Jew.

No. 31.

Ferera (Frere) and Hall are both in default.

1655, November 15:
New Amsterdam

David Frere, Pltf. v/s Thomas Hall, deft.
Both are in default. (Records of New Amsterdam
I, 399).

_____o_____

On October 25, 1655, Ferera was the plaintiff and Hall the defendant. At that time only Hall was in default.

No. 32.

Abraham de Lucena, Salvador Dandrada, and Jacob Cohen petition on behalf of the Jews, for leave to trade at the South (Delaware) River and Fort Orange and other places.

1655, Nov. 29:
New Amsterdam

To the Honorable Director General and Council of New Netherland:

Show with due reverence, Abraham deLucena, Salvador Dandrada and Jacob Cohen, for themselves and in the name of others of the Jewish nation, residing in this City, show how that under date of the 15th of February, 1655, the Honorable Lords Directors of the incorporated West India Company, Masters and Patrons of this Province, gave permission and consent to the petitioners, like the other inhabitants, to travel, reside and trade here, and enjoy the same liberties, which is proved by the document here annexed. They respectfully therefore request that your Honorable Worships will not prevent or hinder them herein, but will allow and consent that, pursuant to the consent obtained, they may, with other inhabitants of this province, travel and trade on the South River of New Netherland, at Fort Orange and other places situate within the jurisdiction of this Government of New Netherland. So doing they shall remain

Your Noble Servants:

(signed)

Abraham deLucena,
Salvador Dandrada,

Jacob Cohen. (Calendar of New York Historical

Manuscripts, VI, 155; Translation in Documents Relating to the Colonial History of New York, XII, 117, 118).

o

The petition of January, 1655, by the Jews in Amsterdam to the West India Company for Jewish rights in New Amsterdam was apparently acted upon favorably. The Company granted permission to the Jews to travel, trade and reside in New Amsterdam. The Jews of New Amsterdam now ask for these rights, as incorporated in the letter of February 15, 1655.

See Nos. 33, 36.

No. 33.

The Jews are allowed to send one or two persons to the South River to trade.

1655, November 29:
New Amsterdam

After the foregoing petition having been read at the meeting of the Director General and Council, it was resolved that each of the members of the Council shall give his opinion as to what answer shall be placed thereon.

Opinions of the various members. Stuyvesant voted that the petition be denied for eighty reasons. LaMontagne gave a similar opinion. Nicasius deSille said that he did not like to act contrary to the order of the Lords Directors, but that as at present the Jews have put on board ship goods for the South River permission might be given to them, and further orders be awaited in answer to the last letter sent to the Lords Directors. Cornelis van Tienhoven was of the opinion that it would be injurious to the community and the population of the said places to grant the petition of the Jews, and that it should be denied for the coming winter, and ample report made thereon to the Lords Directors, but that for this time a young man of the nation be allowed to go to the South River with some goods, without thereby establishing a precedent.

Apostille granted upon the above request of the Jews: For weighty reasons, this request, made in such general terms, is declined; yet having been informed that suppliants have already shipped some goods, they are for the time being allowed to send one or two persons to the South River in order to dispose of the same, which being done they are to return hither. Done as above. (Calendar of New York Historical Manuscripts, VI, 155; Translation in Documents Relating to the Colonial History of New York, XII, 117 - 118).

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Stuyvesant still persists in his bigoted attitude toward the Jews. This ban was a direct violation of the right to trade granted by the Company on February 15, 1655.

On March 14, 1656, the Directors of the New Amsterdam Council finally granted the Jews the right to trade on the South River. Perhaps the West India Company put pressure on Stuyvesant, during the interim period.

No. 34.

De Costa leases a house.

1655, December 6:
New Amsterdam

Lease. Michel De Carreman Joseph d'Acosta
of a house in New Amsterdam. (Calendar of
New York Historical Manuscripts [1630-1664]
Dutch, III, 60; From New York Colonial Man-

uscripts, III, 139).

— o —

This is the second time that a house is leased by a Jew in New Amsterdam. On April 15, 1655, David Ferera leased a house on Pearl Street.

A decision, reported on March 14, 1656, stated that no Jew could hold real estate in New Amsterdam. De Costa's petition of March 14, 1656, to have the right to possess real estate, was denied.

No. 35.

Jacob Cohen has shipped tobacco without a permit.

1655, December 14: Minute. Of the seizure of tobacco, shipped
New Amsterdam by Jacob Cohen without a permit, and on which
the duties have not been paid. (Calendar of
New York Historical Manuscripts, [1630 - 1664] Dutch, VI, 156;
From New York Colonial Manuscripts, VI, 194).

o

Jacob Cohen petitioned on November 29, 1655, for a permit to trade on the South River. Perhaps, he had tobacco interests there. A complaint of smuggling was filed against Cohen on December 23, 1655.

No. 36.

Issac Israel and Issac Cardoso refuse to help protect the highway. They would rather leave the area.

1655, December 20: The foregoing articles and propositions of the savages having been communicated to the community living at Fort Casimir, Settlement on the Delaware River they received the same with satisfaction and assented willingly, upon the request of the Hon^{ble} Vice-Director, each in accordance with his subscription, to the following subsidy, with the exception of Issac Israel and Issac Cardoso, who refused to give their consent and prepared to leave the river and give up their trade, than to assist with other good inhabitants, in maintaining the peace of this highway. (Minutes of the administration of Jean Paul Jacquet, Vice-Director at the Delaware; Documents Relating to the Colonial History of New York, XII, 132).

o

Israel and Cardoso were the two agents of the Jewish fur trade of New Amsterdam. Since this was their last trip to the South River, they had no incentive to have better highways.

See Nos. 32, 33.

No. 37

Jacob Cohen Henriques and Salvador D'Andrada
have to pay certain duties if condemned.

1655, December 23:
New Amsterdam

Bond. Jacob Cohen Henriques and Salvador
d'Andrada to pay certain duties if condemned.
(Calendar of New York Historical Manuscripts,
1630-1664, Dutch, III, 60; From New York Col-
onial Manuscripts, III, 141).

o

Jacob Cohen Henriques is listed in twenty-four previous entries
as merely Jacob Cohen. The name of Henriques appears three other
times: on petitions to hold real estate, the right to bake bread
behind closed doors, and the privilege of citizenship. It is difficult
to understand why the name Henriques is employed.

No. 38.

Jacob Cohen is charged with smuggling.

1655, Dec. 23:
New Amsterdam

Complaint. Fiscal against Jacob Cohen, for
smuggling, praying the confiscation of certain
tobacco. (Calendar of New York Historical
Manuscripts, 1630 - 1664, VI, Dutch, 157; From the New York Col-
onial Manuscripts, VI, 198).

— o —

On December 14, 1655, Jacob Cohen had his tobacco seized, because
he had no permit. On January 18, 1658, a compromise was permitted
in the case of the fiscal versus Cohen.

No. 39.

Salvador Dandrada (Dandradj) sets forth that he had purchased a house in New Amsterdam, at public auction, and applies for a deed, as he is ready to pay purchase money.

1655, December 23: To the Honorable Worshipful Director General
New Amsterdam and High Councillors of New Netherland:

Salvador Dandradj, Jewish merchant here in this City, makes known, with submissive reverence, how that according to the authorization granted by the Honorable Lords Directors of the West India Company, Amsterdam Chamber, in Holland, to the Jewish nation, your petitioner has been conducting his business and trading here in this country, together with other merchants, and since his residence here has for this purpose rented and inhabited a house, and finally the said house and appurtenances were knocked down to him at a public sale by the secretary of the Noble Worships, held on the 14th of this month of December, and he has, pursuant to the same, come into the ownership thereof, according to the conditions under which the said house and appurtenances had been knocked down, an authentic copy of which is annexed;

And whereas your petitioner would like to enjoy his right to the same and to pay the purchase price stipulated, at the respective dates of maturity, he therefore submissively petitions that your Honorable Worships be pleased to permit and allow him so to do, expecting a favorable apostille regarding the same.

Will remain your Honorable Worships' Subject
Salvador Dandradj

Dated, Amsterdam in New Netherland, December 17, 1655

The above petition having been read, the following apostille was added to the same:

The conveyance of the premises mentioned herein is for pregnant reasons declined.

Done at a meeting on the above date. (Calendar of New York Historical Manuscripts, [1630 - 1664], VI, 155; From New York Colonial Manuscripts, VI, 197 - 198, Translation in PAJHS, XVIII, (1909) 30).

o

Dandrada seems to be an enterprising merchant. His earliest tax list

was a hundred florins. Now he is prepared to purchase this house. The sale of the house was canceled on March 14, 1656, for the privilege of owning a house is denied to Jews.

_____o_____

See Nos. 44, 60.

No. 40.

Peter D. Waterhond appeals his case
against Ferera.

1655, December 23:
New Amsterdam

Notice of appeal. Peter Dircksen Water-
hond, from a judgment obtained in the city
court of New Amsterdam, by David Ferera,
a Jew. (Calendar of New York Historical
Manuscripts, [1630 - 1664], Dutch, Council Minutes, VI, 157; New York
Colonial Manuscripts, VI, 198).

See No. 26.

No. 41.

Jacob Barsimson (Barsunson) wins suit from Maryn Luyckersen for restoration of shoes and beaver.

1656, January 3:
New Amsterdam

Jacob Barsunson, pltf. v/s Maryn Luyckersen, deft. Pltf. says, he gave deft. twelve pairs of shoes and one beaver to purchase butter for him therewith, at the North; towit at the rate of 10 lbs. of butter for one pair of shoes, or to return the same. And whereas deft. has sold the shoes there and will deliver him, now, fl. 3. per pair, and he could easely have sold the same here at fl. 4. requests delivery of butter or restitution of goods. Deft. acknowledges to have received the twelve pairs shoes and 1 beaver to trade away, for pltf, for butter or wheat at the North, without fixing a price; saying he received no butter therefor, and offers to pay pltf. on maize or zeewan 0 fl. 3 per pair, and as he expended the beaver offers to give another in its stead, so that the difference only is calculated between 3 and 4 gl. the pair of shpes. Parties being heard, the Court condemns deft. to pay for the shoes in good zeewan at 4 gl. the pair and to restore the beaver, inasmuch as he brought with him butter from the North, and has neither paid nor satisfied pltf. up to the present day. (Records of New Amsterdam, II, 2,3).

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This is the first time Barsimson appeared in court either as plaintiff or defendant.

Judging by the quantity of shoes, Barsimson must have been engaged in some form of merchandizing.

No. 42.

Jacob Barsimson (Barsunson) asks and receives money in lieu of zeewan which he was previously awarded in court.

1656, January 10:
New Amsterdam

Jacob Barsunson appeared in Court; complains that Maryn Luyckessen, who was condemned, on the last Court day to pay him, offers Zeewan which he can (not) dispose of. Requests, that the court be pleased to order as they shall find equitable. On the request of the Com-
parant the Court has ordered Maryn Luyckessen to deposit the money within 24 hours with the Secretary, on pain of execution. (Records of New Amsterdam, II, 8).

o

See Nos. 41, 43.

No. 43.

Jacob Barsimson (Barsinsom) accepted beaver
and wampum of Luyckessen.

1656, January 11:
New Amsterdam

On 11th Jany Maryn Luyckessen deposited,
according to order, and for the behoof of
Jacob Barsinsom, one beaver and fl.48 in
Zeewan.

On the 12th January Jacob Barsinsom accepted and received the beaver
and wampum. (Records of New Amsterdam, II, 9).

o

See Nos. 41, 42.

No. 44.

Teunis Cray asks permission to convey house and lot to Dandrada. He is referred to the apostille of Dec 23, 1655.

1656, January 15:
New Amsterdam

Having read the petition of Teunis Cray requesting that the Director General and Council be pleased to consent that he make a conveyance and transfer to Salvador Dandrada, Jewish merchant here, of his house bought by the said Dandrada at public auction for 1860 guilders, or that the Director General and Council be pleased to take possession of the same and pay for the same the promised purchase money;

It was voted to make the following apostille:

The petitioner is referred to the apostille dated December 23d last, made to the petition of the said Jew Salvador Dandrada, regarding this. Dated as above. (Calendar of New York Historical Manuscripts [1630 - 1664], Dutch, VI, 157; from New York Colonial Manuscripts, VI, 218; Translation in PAJHS, XVIII, [1909], 30).

o

See No 39.

No. 45.

Pieter Dircksen Waterhout appeals the case with David Ferera (Frere) in the judgment of forty ankers of distilled waters. Ferera is summoned.

1656, January 17:
New Amsterdam

Petrus Stuyvesant, on the part of the Noble High and Mighty Lords States General Of the United Netherlands, and the Honble Lords Directors of the Privileged West India Company, Director General of New Netherland, Curacao, Buenaire, Aruba and their dependencies, with the Honble Supreme Council, To the Court Messenger, Claes van Elslant hereunto requested, Health!

Whereas Pieter Dircksen Waterhout skipper of the ship New Amsterdam has been received by US in case of appeal, over and regarding the judgment pronounced by the Court of Amsterdam in New Netherland, dated 15 Oct. last between him and David Frere, a Jew; whereas the said Pieter dircksen is, by the aforesaid judgment condemned to fulfill to the said David Frere his signed bill of lading of forty ankers of distilled waters, notwithstanding he has shewn and proved, that he delivered said ankers from the ship into the Honble Company's store; whereas he also says the greater part of the cargo in the ships navigated by him has been delivered by or for Adriaen Blommaert to Abraham Staets and whereas he requests our intercession, Therefore we hereby charge you to summon, in the name of the Supreme Court, the said David Frere to appears or to send an attorney before US here in Fort Amsterdam, on the 18th instant, to see US annull or disallow the sentence aforesaid, to sustain the same, or to reverse it, as his good counsel shall direct, notifying those of the court aforesaid to appear, or send attornies on the aforesaid day, if they so please, and this matter in any way concern hem, commanding, farther, in the name of the aforesaid, the above-mentioned attornies and cited persons neither to attempt nor to invent anything to the prejudice of the aforesaid appeal, but on the contrary, if they have attempted or invented aught therein, the same to repair and to place in its first and proper state, Leaving authentic copy for the use of the abovenamed David Frere, and advising US of what has occurred to you. Given in the Fortress Amsterdam, in N. Netherland under our Seal, Paraphure and the Signature of Our Secretary, the 4th January 1650. Was Subscribed

P. Stuyvesant (Records of

New Amsterdam, II, 13, 14).

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No. 46.

A compromise is reached in the case of the
fiscal versus Cohen.

1656, January 18:
New Amsterdam

Further proceedings in the case of the
fiscal vs Cohen, for smuggling, a compromise
permitted. (Calendar of New York Historical
Manuscripts, (1630 - 1664), Dutch, VI, 158; from New York Col-
onial Manuscripts, VI, 220).

— 0 —

See Nos. 35, 38.

No. 47.

David Ferera (Frere), plaintiff, demands
192 florins in beavers from A. Keyser.

1656, January 24:
New Amsterdam

David Frere, pltf. v/s Adriaen Keyser, deft.
Deft. in default. Pltf. appears in Court
demanding payment of fl. 192. and whereas
deft. has been summoned three different times and still remains in
default, requests that the goods, being clothes, left in pawn therefor
shall be sold by execution. Inquiry having been instituted by the
Court, they find, that deft. has been twice in default, but that it
was expected, each ordinary Court day, that parties would have come
to an agreement, therefore only one default is decreed. (Records of
New Amsterdam, II, 22, 23).

o

See No. 27.

No. 48.

In the case of Waterhout (Waterhond) and Ferera(Ferrara), a new trial is ordered.

1656, January 25:
New Amsterdam

Judgment. In the case of Peter Dircksen Waterhond, appellant, vs. David Ferrara, respondent, decision of the city court annulled and a new trial ordered. (Calendar of New York Historical Manuscripts (1630 - 1664), Dutch, VI, 158; From the New York Colonial Manuscripts, VI, 238).

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See No. 26.

No. 49,

Arbitrators are appointed to determine the type of currency A. Keyser, defendant, is to give David Ferera (Frere).

1656, February 7:
New Amsterdam

David Frere, pltf. v/s Adriaen Keyser, deft. Pltf. persists in his former demand; still asks for payment of fl. 192 in beavers. Deft. acknowledges to owe 24 beavers; offers payment, but inasmuch as pltf. requires such excessively good pay, the Court will have to appoint arbitrators to inspect the pay and to value the same. The Court heard pltf's demand and deft's acknowledgement of debt and have condemned deft. A. Keyser to pay pltf. within 8 days, and having considered the deft's further request, decided that the deft. can make payment in such currency as shall be considered good and merchantable by Sieurs Piet. Cornelis Vander Veen and Piet. J. Buys, free traders here, who are hereby requested and commissioned thereunto by the Court. (Records of New Amsterdam, II, 32, 33).

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See No. 27.

No. 50.

Wessels, the plaintiff, is in default against Ferera (Frere).

1656, February 21: Warnae Wessels, pltf. v/s David Frere,
New Amsterdam deft. Pltf in default (Records of New
Amsterdam, II, 38).

On February 21, 1966, W. Wessels, plaintiff was in default against Ferera. Wessels asked on March 27, 1966, that the case be expedited. On March 28th, the case was postponed until the next day. At that time, Ferera received the written charges of Wessels. On April 3, 1966, Ferera's answer to the charges was sent to the plaintiff.

No. 51.

A. Keyser is ordered to pay Ferera
(Frere) within two days, or the goods
in pawn will be auctioned publicly.

1656, February 21:
New Amsterdam

On the petition presented in Court
by David Frere, relative to the judgement
against Adriaen Keyser, is endorsed - The
Court, having seen the presented insinuation, order Adriaen Keyser
to pay David Frere within twice 24 hours pursuant to judgement
dated 7th Feb. last, on pain, in case of default, that the goods
in pawn for payment, shall without any delay or exception be
publicly sold to the highest bidder. (Records of New Amsterdam, II, 38).

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See (October 25, 1655.)

No. 27.

No. 52.

The Jews of New Amsterdam are granted a burying place outside of the city.

1656, February 22:
New Amsterdam

Present at the meeting, the Worshipful Director General and Council, Nicasius de Sille, LaMontagne and Cornelis van Tien-

hoven, Fiscal.

Received and read the request of Abraham de Lucena, Salvador Dandrada and Jacob Cohen, Jews, in the name of other Jews, requesting that consent may be given to them to purchase a burying place or that a place, after being pointed out, may be granted and allowed them.

After a vote, the following was thereupon added as an apostille; The Honorable Nicasius de Sille and Cornelis Tienhoven are authorized to point out to the petitioners a little hook of land situate outside of this city for a burial place, and to make report thereof to the meeting.

Dated as above (Calendar of New York Historical Manuscripts [1630 - 1664] Dutch, VI, 160; From New York Colonial Manuscripts, VI, 285; Translation in PAJHS, XVIII [1909], 75 - 76).

o

The petition of de Lucena, Dandrada, and Jacob Cohen for a Jewish burial ground was rejected on July 27, 1655, because there was no need of it. Probably a Jew died in the interim. Now there was a need of a cemetery. This burial ground is not extant.

In May 1681/2 Bueno purchased a cemetery in New York in trust for the Jewish nation. The first known Jewish grave mark was that of Benjamin de Mesquita in 1683. He was buried in the second oldest Jewish cemetery extant in continental North America.

No. 53.

A commission is appointed to ascertain whether A. Keyser fulfilled his payments to Ferera (Frere).

1656, February 24:
New Amsterdam

Inasmuch as Adriaen Keyser has deposited at the Secretary's office in fulfillment of the judgement in favor of David Frere, certain beavers and Zeewan, the aforesaid Sieurs Pieter Corns Vander Veen and Pieter Jacobsen Buys are requested to examine the said payment and decide whether the same be sufficient and valid, in which case David Frere shall be satisfied therewith: And if not good, Adriaen Keyser shall immediately in their presence replace it; but if he does not do so, the Bailiff is hereby empowered and authorized to sell, at public auction, the goods at David Frere's house belonging to A. Keyser: after deducting costs, to satisfy the pltf's and pay the surplus to A. Keyser. Done this 24 Feb. 1656 in Court. (Records of New Amsterdam, II, 42, 43).

See (October 25, 1658)
No. 27.

No. 54.

Jacob Cohen (Cohin) plaintiff, will have to prove that he rented a canoe to Monfoort.

1656, February 28:
New Amsterdam

Jacob Cohin, pltf. v/s Pieter Monfoort, deft.
Pltf. says, that he has hired a certain canoe about 2 or 3 months ago to one Pieter

Jansen; the said canoe was taken away and he found it with deft. and arrested it here. Requests, that the arrest be declared valid and ~~deft.~~ condemned to allow him to retain the canoe. Deft. denies, that it is the pltf's canoe, saying that after the truce with the Indians he bought said canoe from them and paid for it. Requests that witnesses may be heard thereupon. Jan Marten and Pieter Jansen appeared in Court and declare that the deft. Pieter Monfoort purchased the said canoe which the pltf had here seized, from the Indians in their presence, just after the truce with the savages, in the last of October and that the same has been always since that time used by Pieter Monfoort; but refuse to confirm the same by oath. Therefore the Court orders, Jacob Cohin, to prove by next Court day, that it is his canoe. In the meantime the arrest on the canoe is declared valid. (Records of New Amsterdam, II, 47).

o

On March 13, 1656, Jacob Cohen's evidence against Monfoort was collated. Two days later Pieter Monfoort appealed. He summoned his witnesses on March 27th. On April 3, 1656, the witnesses testify with respect to the value of the canoe.

No. 55,

David Ferera (Frere) is sued by the
Collector of Excise of Wine and Beer.

1656, February 28:
New Amsterdam

Warnaer Wessels (in quality as Farmer
of Excise of Wine and Beer) pltf v/s
David Frere, a Jew, deft. Pltf. entering
his demand in writing. Deft. requests
a copy thereof to answer thereunto the
next Court day. Which request of deft. is consented to. (Records
of New Amsterdam, II, 47).

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Ferera, probably a merchant, also sold beer and wine, as did
most merchants in those days.

No. 56.

Ferera's (Frere's) reply is given to Wessels,
the plaintiff.

1656, March 6:
New Amsterdam

Warnaer Wessels, pltf. v/s David Frere, deft.
Pltf. persists in his former demand. Deft.
answers, pursuant to the order of the last
Court day, in writing. Pltf. requests copy of the same which was
granted him. (Records of New Amsterdam, II, 155).

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See No. 50.

No. 57.

Jacob Cohen's evidence relative to the canoe is to be produced on the next court day.

1656, March 13:
New Amsterdam

Jacob Cohen appeared in Court exhibiting a declaration relative to the canoe in dispute with Pieter Monfoort. Whereupon the Court orders, that the evidence shall be collated on the next Court day. (Records of New Amsterdam, II, 61).

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See No. 54.

No. 58.

The Directors of the West India Company ask that the Jews in New Amsterdam be given the same liberty as the Jews in Holland, except religious liberty.

1656, March 13:
New Amsterdam

The consent given to the Jews to go to New Netherland and there to enjoy the same liberty that is granted them in this country was extended with respect to civil and political liberties, without the said Jews becoming thereby entitled to a license to exercise and carry on their religion in synagogues or gatherings. So long, therefore, as no request is presented to you to allow such a free exercise of religion, any consideration relative thereto is too premature, and when later something shall be presented about it you will be doing well to refer the matter to us in order to await thereon the necessary orders. (Calendar of New York Historical Manuscripts (1630-1664), Dutch, XII, 281; from New York Colonial Manuscripts, XII, 36; Documents Relating to the Colonial History of New York, XIV, 34).

o

The above letter is a reproof to Stuyvesant admonishing him to carry out the orders of February 15, 1655.

Although it is stated here that the Jews are not entitled to carry out their religion in gatherings, it is almost inconceivable that the order was enforced. On June 14, 1656, the Jews were allowed to "exercise in all quietness their religion within their houses". In New York, on October 28, 1682, the Jews are mentioned as having their own separate meetings.

See No. 267.

No. 59.

Abraham de Lucena, Jacob Cohen Henriquez, Salvador Dandrada, Jacob de Costa (d'Acosta) David Ferera (Frere) make petition for the Jewish community that they may possess the same rights of trade and real estate as the non-Jews. They ask that the message of the Directors of the West India Company of February 15, 1655, be carried out. It was decided by the Council that the order be enforced, but that the Jews should not be able to purchase real estate until the West India Company rule on the matter.

1656, March 14:
New Amsterdam

To the Honorable Director General and
Council of New Netherlands.

The undersigned suppliants remonstrate with due reverence to your Noble Honorable Lords that for themselves as also in the name of the other Jews residing in this Province, they on the 29th of November last past exhibited to your Noble Honorable Lordships a certain order (Acte) of the Honorable Lords Directors of the Chartered West India Company, dated February 15, 1655, whereby permission and consent was given them, with other inhabitants, to travel, live and traffic here and to enjoy the same liberty, and following which they humbly requested that your Noble Honorable Lordships should be pleased not to hinder them but to permit and consent that they, like other inhabitants of this Province, may travel and trade to and upon the South River, Fort Orange and other places within the jurisdiction of this Government of New Netherland. Regarding which your Noble Honorable Worships were then pleased to apostille: For weighty reasons this request, made in such general terms, is declined; yet having been informed that the suppliants have already shipped some goods they are for the time being allowed to send one or two persons to the South River in order to dispose of the same, which being done they are to return hither. Also your Noble Honors were pleased, under date of December 23d following, to refuse the conveyance of a certain house and lot bid in by Salvador Dandrada at public auction, and as consequence to forbid and annul the purchase, so that the said house was again offered for public sale anew on the 20th of January following, and sold to another. And whereas the Honorable Magistrates of this city have been pleased to demand, through their secretary and court messenger, of the undersigned suppliants, individually, the sum of one hundred guilders, towards the payment for the Works (Wercken) of this city, amounting alone for the undersigned, your Worship's suppliants, to the sum of f 500, aside from what the others of their nation have been ordered to contribute. Therefore your suppliants once more humbly request

hereby that your Honors permit them if, like other burghers, they must and shall contribute, to enjoy the same liberty allowed to other burghers, as well in trading to all places within the jurisdiction of this Government as in the purchase of real estate, especially as this has already been consented to and permitted by the Honorable Lords Directors, as can be seen by the aforesaid Order shown to your Honors on November 29th. Then they are willing and ready, with other burghers and inhabitants, to contribute according to their means. Which doing etc.

Below stood:

Your Worships' Humble Servants:

Was signed:

Abraham de Lucena, Jacob Cohen Henricque, Salvador Dandrada,
Joseph d'Acosta, David Frera.

The above request being read, the same, after consultation, was disposed of with the following apostille:

The subscription was requested by the Burgomasters and Schepens of this city and by the Director General and Council, for good reasons, for the benefit of this city and the further security of the persons and goods of the inhabitants, among whom the suppliants are also counted and included; therefor it is necessary that they, together with others, shall assist in bearing the burden occasioned thereby. In regard to the Order of the Lords Directors mentioned and exhibited, the Director General and Council are of opinion that pursuant to the same the Jewish Nation enjoy such liberty here in the city as the Order implies. Regarding the purchase and ownership of real estate, it is advised that the broad question be once again put to the Lords Directors, and pending the answer the last (request) is refused.

Thus done in our Assembly held at Fort Amsterdam, in New Netherland. Dated as above.

Was signed:

P. Stuyvesant,

Nicasius deSille,

LaMontagne (Calendar of New York

Historical Manuscripts, (1630 - 1664) VI, 162; From New York Colonial Manuscripts, VI, 321; revised translation in PAJHS, XVIII, (1909), 31, 32).

o

The Jews reminded the governor that each of the five signers had recently been taxed one hundred guilders for strengthening the defenses of the city. If they must contribute like other citizens, the petitioners ask for the opportunity to enjoy the same liberties. Stuyvesant and his colleagues replied that the Jewish payment of tax for defense brought them the same security as everyone else. The Jews were now given the right to trade in furs. The question of owning property was being referred to the directors in Amsterdam, and, pending their decision, was being refused.

Stuyvesant seems to do all in his power to deny the Jews any rights. He refuses them the privilege of holding real estate, even though the company conferred this privilege on the Jews.

See No. 16.

No. 60.

Jews are not allowed to own real estate.

1656, March 14:
New Amsterdam

Order. On a petition of Teunis Cray (about returning to Fatherland) who sold a house to a Jew (Dandrada), but the sale having been canceled, as Jews are not allowed to hold real estate, was obliged to sell it again at a less sum than he could have obtained at first, and now prays indemnity; to receive one half the difference. (Calendar of New York Manuscripts (1630-1664); Dutch, VI, 162, from New York Colonial Manuscripts, VI, 228).

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The Jews in their desire to own real estate were willing to pay a good price.

Even though Jews are not allowed to own real estate, a house is sold to a Jew, Asser Levy, on July 15, 1661.

No. 61.

Pieter Monfoort has witnesses to prove that the canoe belongs to him and not to Jacob Cohen (Cohun). Jacob Cohen is asked to summon witnesses.

1656, March 15:
New Amsterdam

Pieter Monfoort, pltf. v/s Jacob Cohun, deft.
Concerning previous differences about the ownership of a canoe. Pltf.'s witnesses heard in Court in presence of deft. viz: Jan Martyn, persisting in his previous declaration that the said canoe is the one Pieter Monfoort has bought from the Indians, refuses to swear. Pieter Janseu being heard in Court persists in his former declaration and states afterwards, that Pieter Monfoort gave the Indians 10 fathom of Wampum for the canoe, and that it was in the same state that it is in now; refuses to swear. Whereas Deft. has witnesses also that it is his canoe, according to their rendered declaration, Cohun was ordered to summon the same in order, that their declaration be collated. (Records of New Amsterdam, II, 67).

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See No. 54.

No. 62.

Ferera's (Ferrera) former judgment against Waterhond is revised.

1656, March 15:
New Amsterdam

Judgment. In the case of David Ferrera vs. Peter Dircksen Waterhond, annulling the attachment issued against the plaintiff. (Calendar of New York Historical Manuscripts, [1630 - 1664], VI, 163; from New York Colonial Manuscripts, VI, 333).

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See No. 26

No. 63.

An attempt is made to consider the limitation of Jews and foreigners in keeping open retail shops.

1656, March 15:
New Amsterdam

On the proposition made to the Court by some of the Bench that some order be concluded for preparing the progress of this city in keeping open retail shops, inasmuch as Jews and Foreigners are as much encouraged as a burgher or citizen, it is resolved that the same be taken into consideration in full court. (Records of New Amsterdam, II, 63).

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On March 1, 1655, Abraham de Lucena was summoned to court on the charge of selling at retail. Retail trade was closed to the Jews. Word came from the Directors in Amsterdam to strengthen the position of the local authorities: Jews were not to have retail shops. Thus, even before this message was sent, the Jews had entered the retail trade. The Jews were apparently disobeying orders.

See No. 78.

No. 64.

Joseph De Costa's (d'Acosta) petition to send goods to the South River is granted.

1656, March 25:
New Amsterdam

Received the petition of Joseph d'Acosta requesting to be permitted to send some goods to the South River. After a vote it was apostilled: Let it be done as petitioned. Dated as above. (Calendar of New York Historical Manuscripts, [1630 - 1664], Dutch, VI, 163; from New York Colonial Manuscripts; Translated in PAJHS, XVIII, [1909], 29).)

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A petition signed by Joseph De Costa and his co-religionists for the privilege of trade on the South River (Delaware) was already granted on March 14, 1656. Evidently, the Jews still had to petition for the right to send goods to this area.

No. 65.

David Ferera (Frere), defendant, is in default. Blommart, plaintiff, tenders his complaint for damages against Ferera.

1656, March 27:
New Amsterdam

Adriaen Blommart, pltf. v/s David Frere, Jew, deft. Deft. in default. Pltf. tenders his complaint being for damages; whereas deft. is in default, the same was put in the hands of the Officer to inform himself thereupon. (Records of New Amsterdam, II, 74, 75).

No. 66.

Warnaer Wessels asks that the action of David Ferera (Frere) be expedited.

1656, March 27:
New Amsterdam

Warnaer Wessels appeared in Court requesting that the action of the Jew, David Frere, may be expedited. (Records of New Amsterdam, II, 73).

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See No. 50.

No. 67.

Defendants are to be summoned to bring testimony against Jacob Cohen (Cohun), plaintiff, in reference to the canoe.

1656, March 27:
New Amsterdam

Jacob Cohun, pltf. v/s Jan Jansen and Jan Cornelissen, defts. Defts. to give evidence of the truth, touching the canoe in dispute with Pieter Monfoort. Whereas defts do not appear and pltf. requests expedition, the Court order that the defts shall be summoned in the name of the Court against the next Court day, to confirm their rendered deposition and if, neccessary, to swear to the same. (Records of New Amsterdam, II, 74).

_____o_____

See No. 54.

No. 68.

Jan Gerritsen, charges that Elias Silva had carnal conversation with a negress slave. Silva appeared in court with Jacob Cohen (Cohun).

1656, March 27:
New Amsterdam

Jan Gerritsen, Brewer, appeared in Court, entering a complaint against a Jew, named Elias Silva, that he detained his negress or slave and had carnal conversation with her. The accused Jew, Silva, appeared with Jacob Cohun in Court. Requests copy of the complaint and reasons for his arrest. The Honble Officer having given reasons for his arrest, is ordered the complainant shall enter his complaint in writing whereof the accused Jew was allowed copy. (Records of New Amsterdam, II, 76).

o

This is our first reference to Elias Silva. On April 3, 1656, Silva answered the charges of Gerritsen regarding the negress. Silva was in prison at the time.

No. 69.

Wessels' case against Ferera (Frere) is postponed to the next court day.

1656, March 28:
New Amsterdam

The case of Warnaeer Wessels against the Jew D. Frere was postponed to the next Court day. (Records of New Amsterdam, II, 77).

_____o_____

See No. 50.

No. 70.

Ferera (Frere) is to answer the charges
by Wessels at the next court day.

1656, March 29:
New Amsterdam

On the demand of Waraer Wessels, pltf. v/s
David Frere, A Jew deft. was endorsed - The
Court orders, that the copy thereof shall
be granted to David Frere to answer definitely thereunto at the
next Court. (Records of New Amsterdam, II, 18).

____o____
See No. 50.

No. 71.

Jacob Cohen (Cohun), plaintiff, is in the default. Defendants appear to give testimony concerning the value of the canoe.

1656, April 3:
New Amsterdam

Jacob Cohun, pltf. v/s Jan Jansen and Jan Cornelisn, defts. Pltf. in default. Defts. appear according to order of last Court day, to be furthur heard relative to their declaration made about the canoe. Witnesses being examined Jan Jansen declares that he, ten days after his return from the South, used the canoe in question, and as Jacob Cohun told him that the canoe had been fired on he examined and found that there were two holes in it. Jan Cornelissen declared, that he sailed in the canoe in question onece or twice for Jacob Cohun, but of the value of the canoe he can not pertinently depose. (Records of New Amsterdam, II, 83).

See No. 54.

No. 72.

Ferera's (Frere) answers the charges of Wessels. Copy is sent to Wessel.

1656, April 3:
New Amsterdam

David Frere answers in writing to the action of Waraer Wessels, Farmer of Tappers' Excise on wine and beer. Whereon is endorsed - Ordered by the Court, that copy thereof shall be granted to party thereunto to reply by the next Court day. (Records of New Amsterdam, II, 82).

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See No. 50.

No. 73.

Jacob Barsimson charges that Issack Israel struck him in Abraham Lucena's (Lusina) cellar. Israel gets a copy of the charges.

1656, April 3 :
New Amsterdam

Jacob Barsimson, pltf. v/s Issack Israel, deft. Pltf. appears in Court complaining that deft. on Friday last has injured him and struck him in the face, in Abram Lusina's cellar, in the presence of the said Lusina and Symon Felle. Request due reparation and satisfaction. Deft. demands copy of the action, in order to answer thereunto. The Court, pursuant to the request, granted deft. copy of the demand, thereunto to answer in writing on the next Court day being after Easter. (Records of New Amsterdam, II, 80, 81).

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Issack Israel refused to protect the highway on December 20, 1655, and was thereby deproved of trading. He is mentioned three more times in New Amsterdam.

See No. 36.

No. 74

Elias Silva answers the charges of Gerritsen regarding carnal conversation with a negress. Copy is sent to Gerritsen.

1656, April 3:
New Amsterdam

Elias Silva appears in Court, rendering his answer in writing to the complaint of Jan Gerritsen and his imprisonment regarding the Negress. Whereon was endorsed; - Ordered by the Court, that copy hereof be grated to party to reply thereunto at the next Court day. (Records of New Amsterdam, II, 82).

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This is our last reference to Elias Silva. Gerritsen either dropped the case, or Silva left the colony shortly thereafter.

See No. 68.

No. 75.

The court orders Ferera (Frere) to give Mr. Jacob, the clothing of A. Keyser, on the condition that Mr. Jacob pays Ferera the debt of 5 beavers.

1656, May 15:
New Amsterdam

Mr. Jacob Hend K Varvanger appears in Court requesting, whereas some clothing of A. Keyser are in the Hands of David Frere, a Jew, in pledge for five beavers, which he owes him, that he may be authorized by order of the Court to receive and said D. Frere be ordered, to give up the said clothing, that the same may be sold for the benefit of the general creditors. The Court considering the request fair, order the aforesaid D. Frere to hand over to the Comparant Mr. Jacob, the clothing of A. Keyser, which he has on pledge, on condition that he, Mr. Jacob, shall enter sufficient bail for, or pay to, the aforesaid Frere his debt of 5 beavers; and he was further authorized, to sell the clothing and whatever he has belonging to A. Keyser, by public vendure to the extent of A. Keyser's debts in this country. (Records of New Amsterdam, II, 97, 98).

o

One June 19, 1656, the Court ordered Ferera to deliver A. Keyser's clothing. Again, six days later, Ferera was asked to restore the chest of Keyser's clothing. Ferera did not heed the Baliff's admonitions and warning therefore on July 3rd, Ferera was imprisoned. Ferera's interpreter was Joseph De Costa. The following day, Ferera's petition for release from confinement under sufficient bail was rejected. On July 10th Ferera was granted three days to deliver his defense. Ferera is then convicted by removing the chest of A. Keyser and ~~he~~ is ordered to pay a fine of one eight hundred Carolus Guilder, and be confined until the debt is paid. On the 15th of July, Ferera's appeal was rejected.

His appeal, however, on July 24, 1656 was granted. It was decided on the following day that the appeal be judged by four arbitrators. The arbitrators' decision was that Ferera showed pay the sum of one hundred and twenty carolus Guilders, and defray the costs of the suit estimated at fifty guilders. In Ferer's appeal on July 26, he set forth that it was not his intention to appeal from the judgment of the City Court, but only to ask a mitigation of the fine. He asked to be released from prison.

See No. 27.

No. 76.

The Classis of Amsterdam writes to the Reverend consistory of New Amsterdam, saying that he heard that the Jews have requested of the governor of New Amsterdam, permission to build a synagogue.

1656, May 26:
New Amsterdam

Our Rev. Classis indeed looked upon this matter as an affair of great importance, for the Menonists and English Independents, of whom there is said to be not a few there, might have been led to undertake the same thing in their turn, and would probably have attempted to introduce public gatherings. In fact, we are informed that even the Jews have made request of the Honorable Governor and have also attempted in that country to erect a synagogue for the exercise of their blasphemous religion. (Ecclesiastical Records of New York, I, 348).

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The letter mentions that the Lutherans must have abandoned their intention of procuring a minister of their persuasion. (BAJHS, XVIII, /1909/).

By the law of February 1, 1656, there was to be no type of religious assembly outside the confines of the established church except family prayers. (Ecclesiastical Records of New York, I, 343).

O

The Dutch Lutherans had not been able to obtain the privilege of public worship. The letter implies the futility of the hateful Jews to attempt to gain these rights. But the Jews tried.

See No. 77.

No. 77.

Stuyvesant finally gives the Jews the right to trade. The Jews, however, are not allowed to hold public religious services.

1656, June 10:
New Amsterdam

Considering the Jewish nation with regard to trade, they are not hindered, but trade with the same privilege and freedom, as other inhabitants. Also, they have many times requested of us the free and public exercise of their abominable religion, but this cannot yet be accorded to them. What they may be able to obtain from your Honors time will tell. (Translation from an abstract of a letter, written by Stuyvesant, found among the Dutch Manuscripts, relating to New Amsterdam at Lenox Library in New York; Translation in PAJHS, XVIII, (1909), 22).

o

This letter was written in reply to the epistle from Amsterdam on March 13, 1656, which stated that the Jews are to have the same liberties -- except religious liberty -- as the Jews in Holland.

Stuyvesant pleads that the Directors of the West India Company give the Jews no more privileges.

See No. 58.

No. 78.

The Directors of the West India Company order Stuyvesant to give the Jews the privilege of purchasing real estate. They also ask Stuyvesant to establish a Jewish quarter in New Amsterdam. The Jews, however, are not granted the right of establishing themselves as mechanics nor allowed to have retail shops.

1656, June 14:
Amsterdam

We have here seen and learned with displeasure, that your Honors, against our apostille of the 15th February, 1655, granted to the Jewish or Portuguese nation at their request, have forbidden them to trade at Fort Orange and South River, and also the purchase of real estate, which is allowed them here in this country without any difficulty, and we wish that this had not occurred but that your Honors had obeyed our orders which you must hereafter execute punctually and with more respect. Jews or Portuguese people, however, shall not be permitted to establish themselves as mechanics (which they are not allowed to do in this city), nor allowed to have open retail shops, but they may quietly and peacefully carry on their business as heretofore and exercise in all quietness their religion within their houses, for which end they must without doubt endeavor to build their houses close together in a convenient place on one or the other side of New Amsterdam - at their choice - as they have done here. (Letter of the Directors of West India Company to Peter Stuyvesant; Calendar of New York Colonial Manuscripts, XII, 282; from New York Colonial Manuscripts, XII, 39; Documents Relating to the Colonial History of New York, XV, 351).

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Heretofore, the Dutch translation was rendered "not to be employed in public service". "Enige ambarchten sullen v'mogen op to stellen", means "not to establish themselves as mechanics". (PAJHS, XVIII, [1909], 33).

Oppenheim also states that after March 15, 1656, the Jews were allowed to keep open their stores and to sell goods. (ibid. p. 34).

o

This letter is a scathing denunciation of Stuyvesant's treatment of the Jews. The West India Company sharply ordered Stuyvesant to execute punctually any further regulations in regard

to the Jewish people. The Jews are to be given the privilege of purchasing real estate which was denied them by Stuyvesant's Council. The Jews, however, are not granted the right of establishing themselves as mechanics nor allowed to have retail shops. The West India Company further advised the governor that the Jews "may exercise in all quietness their religion within their homes," and proposed that they build their homes close together in some quarter of the town, so as to facilitate their meeting together for prayer. This seems to be a concession going beyond the provisions of the law of February 1, 1656, limiting the dissenters to family worship.

Even though it is prohibited here for the Jews to have retail shops, the Jews are mentioned in January 8, 1657, as "keeping open store and selling by retail".

No. 79.

Isack Israel brings a suit against Captain Jan Flamman for loss of goods on his ship.

1656, June 16:
Dutch Colonial
Settlements on
Delaware River

Isack Israel against Jan Flamman and presents the following petition: To the Honble Vice-Director and his Council residing in Fort Casimir (Delaware):

Sheweth with due reverence the petition Isack Israel, that he, the petitioner, made an agreement with Captain Jan Flamman, to bring him, the petitioner, and his goods to the South River; that he, petitioner, promised to pay to him, Jan Flamman, one anker of brandy and satisfied him also before the departure that as he shipped two pieces of duffel more than was agreed, he, the petitioner, had promised (to give) one beaver more and above the foregoing; but that, as by great improvidence and in fair weather the bark stranded during the night and remained there for a considerable time, whereby they were compelled to unship all the goods from the same bark and bring them ashore, during the time they remained there, there was drank and eaten by the ship's crew as well as by passengers, of his, the petitioner's (goods) one anker of brandy and fifteen pieces of cheese... If any one should be of opinion, that this damage was calculated too high, the petitioner promises one hundred guilders and more to him, who shall replace his goods at the valuation, which they had at the time of shipping at the Mannhattans... Was signed: Isaack Israel. (Colonial Settlements at the Delaware River; Documents Relating to the Colonial History of New York, XII, 147).

0

On December 20, 1665, Isack Israel gave up his trade on the Delaware River, because he refused to contribute to the protection of a highway near there. At that time, Stuyvesant discouraged trade by the Jews in that area. Why should Israel then contribute to the protection of the highway, when it might have been his last trip? Since Stuyvesant was forced by the West India Company to grant the Jews the right of free trade, Israel returned to the Delaware River.

On June 16, 1656, it was ordered that Israel and Flamman should arrange the complained in friendship.

No. 80.

David Ferera (Frere) sues De Ruyter's wife and Harmen Dowesen. The defendants are in default.

1656, June 19:
New Amsterdam

II, 118).

David Frere, pltf. v/s Claes de Ruyter's wife and Harmen Dowesen, defts. Defts. all in default. (Records of New Amsterdam, II, 89).

o

On June 26, 1656, Ferera won his case from de Ruyter's wife and H. Dowesen, and received 400 florins in peltries.

No. 81.

The court orders Ferera(Frere) to deliver A. Keyser's clothing, which he has in pawn.

1656, June 19:
New Amsterdam

Mr. Jacob Hendrick Varvanger appears in Court stating that pursuant to the order of the Court he had offered to David Frere the 5 beavers, which A. Keyser owes to said Frere, who refused them, saying he wants to be paid in Zeewan at 12 gl. the beaver, or otherwise he will not let the clothing go. Whereupon the petittr. has deposited the 5 beavers; requesting the Court will be pleased to constrain the aforesaid Frere to give up the clothing. Whereupon is endorsed: - Whereas Mr. Jacob H. Varavanger has deposited with the Secretary of this City the 5 beavers, which are due to David Frere, and the same are found merchantable, the said Frere was ordered to Deliver to Mr. Jacob Varvanger, A. Keyser's clothing, which he has in pawn: and if Frere shall remain in default, the bailiff is authorized to levy execution. (Records of New Amsterdam, II, 120).

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See No. 95,

No. 82.

Barsimson wants to be indemnified for goods which Jacob Aboaf (Aboast) took from him, while on board Huy's ship the Pear-tree in 1654, bound for England. Barsimson is the plaintiff. Allard Anthony is the attorney of Jacob Jansen Huys.

1656, June 19:
New Amsterdam

Jacob Barsimson, pltf. v/s Allard Anthony, as Attorney for Jacob Jansen Huys, deft. Pltf. appears in Court, presenting a written petition in which he prosecutes the arrest of the effects, which deft., as attorney aforesaid, has in his hands. Whereon is endorsed - Whereas the Honble Allard Anthony as attorney for Jacob Jansen Huys requests copy of the demand thereunto to answer in writing by the next Court day, the same is granted to him, and the arrest is in the meanwhile declared valid. Done as above. (Records of New Amsterdam, II, 113).

o

Jacob Barsimson wants Huys, the skipper of the Peartree to pay for the damage that Aboaf did to Barsimson while on board Huys' ship opposite Wight in England. Jacob Barsimson asked on June 26, 1656, for a copy of Anthony's answer to the charges. On July 3rd, Barsimson's reply was given to Anthony. Seven days later both Barsimson and Anthony were ordered to hand over mutual papers to the court. Barsimson brought his papers on September 4, 1656, and Anthony furnished his papers seven days later. On September 18th, Barsimson asked that the case be expedited. When the case came before the court three days later, it was decided to postpone the decision. Finally on September 14, 1656, Jacob Jansen Huys was condemned by a plurality of votes to indemnify and pay the plaintiff for his suffered damage. However, on January 30, 1657, after Anthony's appeal, the decision of the city court was reversed.

No. 83.

Isack Israel and Flamman are ordered
to personally adjust their differences.

1656, June 23:
Dutch Settlements
on the
Delaware River

... Having heard the arguments, the
parties are therefore advised to arrange
the matter in friendship but if they
cannot agree, they shall address us
again. (Isack Israel against Jan Flamman;

Documents Relating to the Colonial History of New York, XII, 148).

o

Since there is no further mention of the suit, it can be
assumed that the matter was arranged amicably.

See No. 79.

No. 84.

Ferera (Frere) is again ordered to restore the chest of clothing of A. Keyser.

1656, June 25:
New Amsterdam

Dirck van Schelluyne, pltf. vs. David Frere, deft. Deft. in default. Plaintiff in his quality as Bailiff, complains that deft had again taken away, contrary to entered protest, a certain chest belonging to A. Keyser, which he had in charge and had delivered in consignment at his house, as more fully appears by the writing. The Honble Sheriff, N. deSille requests copy of complaint to enter his action thereupon. The Court granted the Honble Sheriff the copy, and ordered the aforesaid Frere to restore the chest with the clothing on the first demand to the Bailiff's house, or in default that the same shall be forthwith removed from his house by the sheriff's officers. (Records of New Amsterdam, II, 134).

o

See No. 75.

No. 85.

Ferera (Frere) wins his case for 400 florins from de Ruyter's wife and H. Douwesen.

1656, June 26:
New Amsterdam

David Frere, pltf. v/s Claes Jansen Ruyter's Wife and Harmen Douwesen, defts. Deft. Claes d' Ruyter's wife only present. Pltf. demands payment of fl. 400 in peltries according to obligation. Deft. acknowledges the debt, says she offered the pltf. payment but elks hides of 20 o 24 lb. each and gave him the deed of her lot, her furniture &c in pledge, offers with the arrival of her husbands yacht which will come in 5 o 6 days, to pay him in Zeewan at 10 gl. for one beaver; claims damages for glasses and a tree broken by the pltf. Parties being heard, deft. is condemned to pay pltf. according to obligation within three weeks from date, saving her action which she may institute. (Records of New Amsterdam, II, 122, 123).

o

See No. 80.

No. 86.

Barsimson asks for a copy of Anthony's answer to the charges in regard to the alleged seizure of goods by Aboaf.

1656, June 26:
New Amsterdam

Allard An thony answers in writing the demand of Jacob Barsimson, whereof Barsimson demands copy. Endorsement: At the request of Jacob Barsimson, it is ordered by the Court, that copy hereof shall be granted him to reply thereunto at the next Court. (Records of New Amsterdam, II, 125).

_____o_____

See No. 82.

No. 87.

Barsimson submits a reply to Anthony concerning Aboaf's theft.

1656, July 3:
New Amsterdam

Jacob Barsimson, pltf. v/s Allard Anthony, deft. rendering reply; whereupon it was ordered by the Court, that copy hereof shall be given to party, to answer thereunto against the next Court day. (Records of New Amsterdam, II, 132).

_____o_____

See No. 82.

No. 88.

Ferera (Frere) is imprisoned for removing Keyser's chest. Joseph de Costa (De Koster) acts as Ferera's interpreter.

1656, July 3:
New Amsterdam

Nicasius de Silla, in his quality as Sheriff of this City, pltf. vs. David Frere, deft. Pltf. enters his demand in writing as followeth:

To the Honble President and Very Discreet Gentlemen.

Gentlemen: It is known to your Worships, that David Frere, a Jew, brought, by order, a certain chest with clothes to the house of Dirck van Schelluyne, Baliff of this City, on condition that the Jew aforesaid should receive satisfaction therefor that evening, or at furthest the next day. But whereas the above named Jew was not willing to be contented with that but would have immediate payment or take the things back; paying no attention to all the Bailiff's admonitions, warnings and protests he has, notwithstanding all above mentioned, come with a cart before the Bailiff's dwelling and removed the chest therefrom, making use moreover of many words in his tongue, in presence of the Bailiff. Which tends to the great disrespect and prejudice of your Honors, although it did not occur to your Honors but to one dependent on you who, nevertheless, must be maintained in the performance of his duty; Also such proceedings, such unbecoming opposition and disturbance to the duties of the Bailiff and Messenger cannot be permitted but must be punished. The Schout having ex officio taken cognizance thereof, in support of justice, he concludes that the assigned beaver skins (which the Jew aforesaid claims as his pay) shall remain confiscated for the Schout; that the said Jew shall be publicly whipped at the stake, and banished forth from this province of New Netherland, and that he provisionally shall go into close confinement, - demanding costs, etc.

Was subscribed.

Nicasius De Sille.

Deft. David Frere appears, with an interpreter, Joseph de Koster, in court, requests copy of the demand to answer thereunto in writing by the next Court day.

Opinions on the Sheriff's demand:

Allard Anthony decides that deft. be put in prison.

Oloff decides that he be not imprisoned but merely that copy of the demand be grated.

Joh. Ptr. Verbrugge votes imprisonment
Strycker " imprisonment

Vinje " imprisonment

The others concur.

Sentence.

By the court it is, by plurality of votes, ordered and adjudged that defendant David Frere be imprisoned in the City Hall of this City and be granted copy of the demand to answer thereunto in writing on the next court day. (Records of New Amsterdam, II, 130-131).

_____o_____

De Costa seemed to be very fluent in the Dutch language. Ferera's tongue was probably Spanish.

See No. 75.

No. 89.

Ferera's (Frere) petition for release from confinement under sufficient bail was rejected. De Costa again was his interpreter.

1656, July 4:
New Amsterdam

Extraordinary Meeting held at the request of David d'Frere, a prisoner: In the City Hall, this 4 July, 1656.

Present, N. deSille, Allard Anthony, Oloff Stevenson, Jacob Strycker, Jan Vinje, and Hendrick Kip.

Whereas David d'Frere has petitioned to be released from confinement under sufficient bail before the decision on the demand of the Honble Sheriff and to deliver in his defence on the next court day, Resolved that the Honorable Schout and said Frere be heard thereupon in court.

Schout N. d'Silla concludes that David Frere shall remain in prison until the case shall be definitely disposed of, maintaining that it is not bailable since the action is a criminal one, and in case the court should decide it not to be so declares he protests against the same.

Joseph d'Coster, interpreter for the prisoner David Frere, appears in court, persisting by the entered petition that D. Frere might be released from confinement under sufficient bail: whereupon it being asked if Frere was ready to answer to the demand? he answered, No; since he could not do so without an attorney or writing, requesting time thereto until next Monday. The demand and answer being deliberated on, the advice and conclusion of each of the Lords Burgomasters and Schepens follow:

Allard Anthony decides that David Frere shall remain in confinement according to the demand until the case be definitely disposed of. Oloff Stevenson votes that D. Frere be released from confinement under sufficient bail for a certain sum or by sentence.

Jacob Strycker votes that d. Frere shall remain in confinement until the matter be disposed of.

Jan Vinje votes the same, to remain in prison.

Hendrick Kip votes the same; concurs with the majority.

The court, by plurality of votes, orders and decides that David Frere shall remain in confinement until the case shall be definitely disposed of; and the above named Frere was notified on the part of the court, through Joseph d'Coster, as interpreter, to prepare his defence to the demand and deliver the same to the Secretary, the to be further and finally disposed of in the case, in the quickest manner, even though it were tomorrow. (Records of New Amsterdam, II, 136, 137).

No. 90.

The Court orders Ferera (Frere) to deliver his defence within three days.

1656, July 10:
New Amsterdam

The Honble Sheriff requests the court to be pleased to pass sentence and judgment on his entered demand and conclusion against David Frere. Whereupon the prisoner D: Frere and Joseph d'Coster his interpreter being sent for to court, say they have not the answer to the demand ready as yet, but request time. The Court orders that he, Frere, shall answer orally if not in writing so as to come to a conclusion. Whereupon deFrere again asked time to enter a writing. The Honble Sheriff replying persists in his demand and conclusion entered and taken herein, and answers defendant's exceptions; concludes finally they cannot be received and therefore that his, the Sheriff's, demand shall be granted with costs; and that his, the deft's, exceptions and conclusions shall be and remain dismissed. The Court ordered the prisoner D. Frere to deliver in his defence to the court within three times twenty-four hours, or in default thereof justice shall be done in the demand of the Honble Sheriff. (Records of New Amsterdam, II, 140).

o

See No. 75,

No. 91.

Anthony and Barsimson are ordered to hand over material papers and documents to the court.

1656, July 10:
New Amsterdam

Allard Anthony answering in the case of Jacob Barsimson, which being considered, is endorsed:- Whereas the suit is complete, parties are ordered on both sides to hand over the material papers and documents by the next Court day to dispose thereof, as shall be deemed most proper. (Records of New Amsterdam, II, 140 - 141).

— 0 —

See No. 82.

Ferera (Frere) is convicted of removing the chest of A. Keyser. He is to remain in prison until the fine of one eight hundred Carolus guilders is paid.

1656, July 13:
New Amsterdam

Schout N; deSille requests that the court would be pleased to pronounced judgment on his demand and conclusion entered against David

Frere. Whereupon David Frere being heard answers in writing, as appears mor fully by thesame. Thereunto the Schout answers.

On the 1st point - the Complaint of the Bailiff:

On the 2nd point, that it does not accord with the law of Amsterdam and falls within no exception;

on the 3rd point, that he Frere was always accompanied by a Jew who understood and spoke both Dutch and Hebrew [De Costa].

Concludes therefore finally it is not admissible because of surreption or obreption, and asks approval with costs.

David Frere requests an interpreter thereupon. Joseph d'Coster being therefore sent for to court, the aforesaid answer and conclusion of the Schout is read to him. He persists in his written answer. The Schout requests, therefore, expedition. The succeeding votes and judgment consequently followed:

Votes as to the application of the fine.

Allard advises	$\frac{1}{4}$ for the Schout; $\frac{3}{4}$ for the City.
Oloff "	$\frac{1}{4}$ for the Schout; and $\frac{3}{4}$ for the City.
Jan Verbrugge	$\frac{1}{4}$ for the Schout; and $\frac{3}{4}$ for the City.
Strycker	$\frac{1}{4}$ for the Schout; $\frac{1}{4}$ for the poor; $\frac{1}{2}$ for the City.
Jan Vinje	$\frac{1}{4}$ for the Schout; $\frac{3}{4}$ for the City.
William Beekman	$\frac{1}{4}$ for the Schout; $\frac{1}{4}$ for the poor; $\frac{1}{2}$ for the City.
Hendrick Kip	$\frac{1}{4}$ for the Schout; $\frac{1}{4}$ for the poor; $\frac{1}{2}$ for the City.

President Allard by the second vote concludes the application $\frac{1}{4}$ for the Schout and $\frac{3}{4}$ for the City.

Votes regarding the amount of the Fine.

Honble	Allard	votes	fl. 1000
"	Oloff	"	600
"	Verbrugge	"	600
"	Strycker	"	800
"	Vinje	"	800
"	W. Beekman	"	600
"	Kip	"	800

Follows the Sentence:

Whereas, David Frere, residing within this City of Amsterdam, in New Netherland, did on the 21st last, according to the Complaint

of Dirck van Schelluyne in his quality as Bailiff, and his own acknowledgment, dare to remove, with many hasty words uttered in his language, from the Bailiff's house, not only against expressed prohibition but contrary to the Bailiff's entered protest, a certain chest with clothing which had been brought there, by order, that 5 beavers due him by A: Keyser should be paid him, and notwithstanding his 5 beavers were offered him and delivered in consignment; Therefore the Honble Nicasius d'Silla in quality as Schout of this said City prosecuting the said David Frere, at law, before us Burgomaster and Schepens, concludes that for his committed fault and violence which tends not only to the opposing the Bailiff's office but to the serious contempt and disregard of justice, which cannot be tolerated or suffered in a land of law, the above named Frere shall be condemned in the loss of the assigned beaver skins and that he shall in addition be publicly scourged at a stake and banished from this Province.

Burgomasters and Schepens of the City of Amsterdam in New Netherland, having paid attention to the demand and conclusion of the Schout as well as the written answer and acknowledgment of the prisoner David Frere, and having maturely weighed everything material, have, after due deliberation, condemned, as they hereby do, the said David Frere for his aforesaid committed offence to pay a fine of One eight hundred Carolus guilders, to be applied one fourth part to the benefit of the Schout and three fourth parts for the benefit of this City, with costs of suit; and to remain confined until the said moneys shall be paid; and the sequestered beaver skins shall again be restored to him d'Frere; dismissing plaintiff's further demand herein.

Thus done, adjudged and pronounced at the Court at the City Hall, at Amsterdam in New Netherland, this 13th July, 1656.

Davis Frere promises to pay the money; requests to be released from confinement and that J. deCoster may be sent for. Joseph d'Coster appearing in court as interpreter, apologises for having now no money ready; offers to remain bail, to deliver goods as security.

Which being considered, the aforesaid sentence was persisted in, that the monies shall be forthwith paid or that d'Frere shall be sent back to prison. (Records of New Amsterdam, II, 141 - 143).

No. 93.

Ferera (Frere) appeals the sentence.

1656, July 15:
New Amsterdam

On the 15th July, 1656, David Frere appealed from the pronounced sentence to the Honorable Director General and Council of New Netherland as appears by the statement of the Court Messenger, and further confirmation of Joseph d'Coster as interpreter for David Frere, as far as relates to the sum. The Schout Nicasius d'Silla declares on this date 15th July to renounce or revoke his appeal. (Records of New Amsterdam, II, 143).

— 0 —

See No. 75.

No. 94.

David Ferera and Joseph De Costa (D'Acosta) make petition for a reversal of the judgment pronounced by the City Court. The appeal is granted.

1656, July 24:
New Amsterdam

To the Great Honorable Lords
Director General and High
Councillors of New Netherland.

David Ferera, Jew, residing here, makes known with humble reverence how that the Messrs. Burgomasters and Schepens of this City, on the demand of the Officer (the Schout) and having noted the petitioner's written answer whereby he frankly confesses his ignorance of Dutch laws and customs and lack of knowledge of the language, and therefore not knowing to have sinned so greatly as the case has been considered, have been pleased to condemn your petitioner in a fine of eight hundred guilders and the costs of the suit notwithstanding that the Officer in a civil suit has only concluded and demanded the forfeiture of a small consignment of beaver skins, and whereas your petitioner is a person of humble circumstances and limited means and to satisfy the aforesaid fine would be sufficient to cause his ruin, and as he the petitioner is on account of this still in prison, and he by this sincerely declares not to have had the least intention to violate justice but that the fault arose from his lack of knowledge, and that he therefore feels himself unjustly oppressed by the sentence in so far as the same has been pronounced in a civil suit: He therefore humbly requests of your Honors to please issue a writ of appeal, with a clause of inhibition, in the usual form, and in the mean time to let him out of prison, offering for this Joseph d'Acosta as sufficient bail, as principal, for the sentence.

Your Honors' Humble Servant :

Was signed

David Ferera
Joseph d'Acosta.

(July 24, 1656)

The above request being read to the meeting, there was, after a vote, an apostille added as follows: Let a Mandate issue in Case of Appeal, with Clause of Inhibition.

Done at Fort Amsterdam, in New Nwtherland, dated as above. (Calendar of New York Historical Manuscripts, VIII, 170; from New York Colonial Manuscripts VIII, 82 - 83; Translation in PAJHS, XVIII, [1909], 82, 83).

o

See No. 75.

No. 95.

As a result of the appeal the arbiters decided that Ferera (Frera) should pay the sum of 120 Carolus guilders and defray the costs of the suits, estimated at 50 guilders.

1656, July 25:
New Amaterdam

Petrus Stuyvesant, on behalf of the
Honble High and Mighty Lords States-General of the United Netherlands and the

Honble Lords Directors of the Privileged West India Company, Director General of New Netherland, Curacao, Bonaire and the Appendices thereof, with the Councillors: To the Court Messenger, Claes van Elslant, hereunto required, Greeting!

Whereas, David Frera, a Jew, residing within this City has, by petition, represented unto Us that he was condemned by the court of this city of Amsterdam in New Netherland on the 13th of this month of July, at the suit of the Officer of this City, in a fine of fl.800 and costs of suit, notwithstanding that he represented his innocence as being ignorant of the Dutch laws, customs and language as he says (and as he demands) therein our provision:

Therefore, we (warn) you herewith that you summon in the Name of the Supreme Court the said officer to appear before Us here in Fort Amsterdam on the 25th of this month; notifying the court aforesaid to come also or to send attorneys to see the said judgment either confirmed, annulled or set aside by Us; the same to sustain or renounce, as their wisdom shall direct; leaving authentic copy for the the benefit of the said Officer, rendering unto Us your return.

Given in Amsterdam in N. netherland, under our Seal, Paraphure and Signature of our Secretary, the 24th July, 1656.

Was Signed

P. Stuyvesant.

By order of the Honble Director General and Council of New Netherland
C. v. Ruyven.

Beneth was impressed the Public Seal in wax.

Votes as to whom to commission pursuant to the preceding Mandamus:

Votes of the Honorable Allard.....Oloff Stevensen

Joh. Verbrugge

Votes of oloff.....Jan Anthony

Joh. Verbrugge

Votes of Verbrugge.....Both Burgomasters

Votes of VinjeBoth Burgomasters

Votes of Kip.....Both Burgomasters

Plurality of Votes.....Both Burgomasters

Whereas, David d'Ferere, Jew, has appealed from an action instituted by the Honorable Schout N. deSilla before the Burgomasters and Schepens of this City and from the sentence pronounced therein dated 13 July inst. to the Honble Director General and Council of New Netherland and by petition civilly requested abatement of said sentence, as by his petition is appearing: Therefore the Honorable Director General and Council of New Netherland have ordered, to

prevent costs and so dispatch the suit quickly, that parties under due compromise shall each choose an Arbitrator, whereunto their Honors have adjoined the Honble LaMontagne as a third: Therefore parties being met together thereupon, Schout Nicasius DeSilla chose on his side Capt. Paulus Leenderts van die Grift, and David d'Ferere Joseph deCoster, to the decision of whom, their chosen arbitrators, parties declare to submit themselves, to abide by the same and accomplish it, under a bond of three hundred Carolus guilders to be forfeited by whosoever shall not accept the same. Submitting to this effect to all courts and judges.
In testimony whereof it is signed by the respective parties and witnesses, on both sides, this 26 July, 1656. At Amsterdam in N. Netherland.

Was signed

Nicasius deSille
David Ferere

Witnesses

Augustine Hermans, Daniel Litsbhoe

In presence of me

Jacob Kip,

Sec'y.

Pursuant to the above deed of compromise, the arbitrators met together at the instance the Honble LaMontagne thereunto adjoined by the Honorable Director General and Council as a Third, and gave as their decision that the aforesaid David Ferere shall pay for the behoof of the Schout N. deSilla the sum of one hundred and twenty Carolus Guilders and defray besides the costs of suit, estimated at fifty guilders, together with the costs incurred by this appearance. In testimony is this signed by the arbitrators on both sides this 26 July, 1656. At Amsterdam in New Netherland.

Was signed

P.L. Van die Grift,
Joseph daCosta,
LaMontagne

In presence of me,

Jacob Kip,
Secretary

Parties declare, on both sides, to submit themselves to the above decision. Done as above:
Which I witness,

Jacob Kip,
Secretary. (Records of New Amsterdam,

II, 145 - 147).

_____o_____

See No. 75.

Dirck van Schelluyne, City Marshall gives his evidence in the case concerning Ferera and the clothing of Keyser.

1656, July 26:
New Amsterdam

At a meeting: Present the Lord Director General Peter Stuyvesant and the Lords Councillors, J: LaMontague.

Dirck van Schelluyne asked, whether he intimated to the Jew, David deFerera that he should bring the chest with goods to the house of the Keeper, answered No, but that the said Jew himself tried to sell the said goods, and caused the chest to be brought by a cart man to his house, and in his absence, he being on business at the house of deJonge to which the above mentioned Jew came to him, and speaking through an interpreter informed Schelluyne that he had caused the chest with clothing to be brought to his house, demanding payment of what was coming to him therefor, whereupon he, Schelluyne, answered him, in a day or two his money would be forthcoming; the Jew, through the interpreter, said he must have the money at once, otherwise he would have the goods again taken away, which the Jew also immediately caused to be done notwithstanding Dirck van Schelluyne warned him not to do so and protested to him against the same, so that the Jew has caused the chest with clothes to be brought to the house of Dirck van Schelluyne and again taken away from there without Dirck van Schelluyne having seen the chest.

Thus declared by Dirck van Schelluyne to the meeting present as above held in Fort Amsterdam, in New Netherland, the 26th of July, A^o, 1656. (Calendar of New York Historical Manuscripts, VIII, Dutch, 171; From New York Colonial Manuscripts, VIII, 91-92; Translation in PAJHS, XVIII, /1909/, 85).

No. 97

David Ferera sets forth that it was not his intention to appeal from the judgment of the City Court, but only to ask for a mitigation of the fine. He asks to be released from prison.

1656, July 26:
New Amsterdam

To the HONorable, Greatly
Esteemed Director General and
High Councillors of New Nether-
land.

Honorable Greatly Esteemed Lords:

It was proper that David Ferera, Jew, by petition presented to your Greatly Esteemed Honors requested and was granted an appeal from the sentence imposed civilly by the Lords Magistrates with regard to his acknowledged ignorantly committed fault; Now, considering that petitioner's intention is no longer to prosecute his appeal and thereby to proceed to the uttermost against the Lord Officer, but, in view of his ignorance in the fault committed by him, to place himself and his poor condition at the merciful discretion and commiseration of your Greatly Esteemed Honors' pity, he therefore submissively requests that your Greatly Esteemed Honors be pleased to remit the all too heavily imposed fine, or at least to lighten the same to such an extent that he can bear it and consequently be able to be discharged from his long incarceration. Doing this etc., Below stood

Yours Greatly Esteemed Honors'
Humble Servant

Was signed

David Ferera.

There appeared at the meeting, according to the tenor of the mandate granted to David Frera,

July 26, the Lord Officer, together with the Lords Burgomasters of the City, A. Anthony and Oloff Stevens, and having heard read the above petition, the Lord Officer requests, in the first place, that there should be noted on the same that which follows; The Schout requests adjudication of the fine to the full appeal, and that on the said sentence letters of execution shall be noted, according to their form and contents, with expenses, and if so wished, a clause pledging the money considered in the sentence. Dated as above. (Calendar of New York Historical Manuscripts, VIII, Dutch 171; from New York Colonial Manuscripts, VIII, 90-91; Translation in PAJHS, XVIII, [1909], 84).

o

Apparently Ferera is attempting to secure the omission of the more moderate fine imposed by the arbitrators.

See No. 75

No. 98.

Moses da Silve makes petition to the Directors of the West India Company for the payment of brandy consigned to Ferera and de Lucena in New Amsterdam.

1656, August 24:
Amsterdam

To the Ever Honorable, Greatly
Wise and Very Foreseeing Lords, my
Lords the Directors of the Chartered
West India Company, Chamber of
Amsterdam.

Moses Da Silva, merchant, residing within the said city, sheweth reverently and with proper reverence that he, the petitioner, on May 1, 1655, had laden here in this city, in the ship named New Amsterdam, skipper Pieter Dirckssen, the destination being New Netherland, forty ankers of brandy, marked as in the margin, "S", to deliver, according to the bill of lading, to David Ferreira or in his absence to Abram deLucena there, and that the aforesaid ship having arrived in Amsterdam in New Netherland, the said skipper, contrary to his aforesaid bill of lading, delivered the aforesaid lot of forty ankers into the warehouse of the Company, regarding which a question and law suit arose there between David Ferera, to whom the same were consigned, and the skipper who was condemned by the court there to carry out his bill of lading, which he has not done, notwithstanding the said admonition and decision, and the goods from said shipm. is still held there in your warehouse: Therefore your petitioner humbly turns to your Worships, requesting that the aforesaid forty ankers may be made good and paid for to him, at least at such price as that at which the same could have been sold for at the time. All this appears by the accompanying documents to which he refers.
Which doing, my Lords, &c.

Was signed,

Moses Da Sil va

At the side was apostilled:
Referred to the Accountants to examine the contents of this and the annexed exhibits, and to report to the meeting.

Done at a meeting of the Directors of the West India Company in Amsterdam, the twenty fourth of August, 1656.

Below stood,

By their Order,

and signed,

C. van Seventer. (Calendar

of New York Historical Manuscripts, XII, 282; from New York Colonial Manuscripts, XII, 43; Translation in PAJHS, XVIII, [1909], 87).

o

Ferera and de Lucena must have been in New Amsterdam in the winter of 1654. Da Silva sent some goods to them on May 1, 1655. The order must have been placed many months previously, for it took a long time to send and receive communications from Amsterdam to New Amsterdam.

See No. 26.

No. 99.

Barsimson furnishes papers in his suit against Anthony regarding the theft by Aboaf.

1656, September 4: Jacob Barsimson furnishes his papers in
New Amsterdam the suit against Allard Anthony, requesting
the dispatch of the case. Therefore Allard
Anthony was ordered to furnish his exhibits, for judgment to be
then given. (Records of New Amsterdam, II, 61).

— o —

See No. 82.

No. 100.

JuanGallardo Ferera (Ferrara) asks for rest or-
ation of his negro slaves.

1656, September 6: Juan Gallardo Ferrara, praying for the
New Amsterdam restoration of his negro slaves and order
thereupon. (Calendar of New York Historical
Manuscripts, [1630 - 1664], VIII, 173; from New York Colonial
Manuscripts, VIII, 166).

—o—

According to Ella Raesly, (Portrait of New Natherland, p. 160-
161), Juan Gallardo Ferera came to New Amsterdam to solve a
negro problem. Ferera's two years of litigation in behalf of
securing forty four missing slaves were in vain.

—o—

There is no reference to Ferera's religion. He is not David
Ferera, as O'Callaghan claims. Strangely enough, Juan Gallardo
Ferera used two Jews, De Costa and Moses de Lucena, as his
interpreters. It is highly probable that Gallardo Ferera was
Jewish himself.

No. 101.

Anthony furnishes his exhibit in the case against Barsimson, in reference to the theft on the Peartree. The case is postponed.

1656, September 11: The Honble Allard Anthony in quality of
New Amsterdam agent for Skipper Jacob Huys, furnishes the
 exhibits in the case against Jacob Barsim-
son requesting dispatch of the matter. And whereas the Court is
incomplete, it was postponed until the next Court day. Further the
the petition to the Director General and Council is concluded and
signed. (Records of New Amsterdam, II, 165).

— o —

See No. 82.

No. 102.

Jacob Barsimson asks dispatch in the case against Anthony.

1656, September 18: Jacob Barsimson appears in Court, and
New Amsterdam requests dispatch in the case against Allard
Anthony, and whereas the time has expired, it
was postponed until Thursday when a meeting shall be held ex-
pressly therefor. (Records of New Amsterdam, II, 168).

— 0 —

See No. 82.

No. 103.

The decision is postponed in the case of Barsimson versus Anthony.

1656, September 21:
NEW AMSTERDAM

The exhibits in the suit between Jacob Barsimson and Allard Anthony as Attorney for skipper Jacob Jansen Huys being examined and revised, their worships (except the Honble Silla who has retired and the Honble Oloff Stevenson) are of opinion that the skipper or his agent ought to pay pltf. his loss incurred from stolen goods, on condition, that pltf. prove the amount. But inasmuch as the Court is not complete, no conclusion is taken, but it is postponed to another Meeting. (Records of New Amsterdam, II, 170).

— 0 —

See No. 82.

No. 104.

Jacob Jansen Huys is ordered to pay Jacob Barsimson for the damage that Aboaf (Aboast) did to Barsimson on board the Pear Tree.

1656, September 25:
New Amsterdam

Whereas Jacob Barsimson, a Jew, has before the court of this city sued Allard Anthony in his quality as attorney for Jacob Jansen Huys skipper in the year 1654, of the ship the Pear Tree, for and because of certain goods, which one Jacob Aboast, a passenger hither in said ship, forcibly took from said Barsimson's chest, which lay under the deck of said ship and proceeded on shore with the same as they lay at anchor opposite Wight in England, notwithstanding he Barsimson complained to the skipper of said violence, demanded aid against it, and on refusal thereof has protested. Therefore pltf. concludes, that said Allard Anthony, as Attorney of the aforesaid Jacob Jansen Huys, shall be condemned to furnish and pay him for the taken goods according to bill, at the current price here. The Court after having examined and paid attention to what material was in the papers and documents produced by parties of both sides after full trial, find by declaration produced, that pltf. Barsimson complained of the violence committed on him by Aboast, a fellow passenger in aforesaid ship, to the skipper as the commander thereof; requested assistance, which being refused, he duly protested against the same, and whereas the skipper as master of the ship on board thereof could and ought to have prevented such violence and plunder of property, We, therefore, decide, that the skipper is the cause of the pltf's. damage and loss and therefore Allard Anthony, as attorney for the skipper Jacob Jansen Huys is condemned, by plurality of votes to indemnify and pay pltf. for his suffered damage, according to the value of the goods here, to the extent that he shall have proved to have suffered; saving the skipper's recourse against the abovenamed Aboast. Thus done and adjudged in the Court of the Schout, Burgomasters and Schopens (absent Joh: Pt. Verbrugge) this 25 Sept. 1656. (Records of New Amsterdam, II, 173 - 174).

o

The above Calendar sheds some light on the earliest Jewish colonization in New Amsterdam. Both Jacob Aboaf (Aboast) and Jacob Barsimson, Jews, were passengers on the Peartree (See)
The skipper of the ship was Jacob Jansen Huys. While the ship lay at anchor opposite Wight in England, Aboaf forcibly took some valuables from Barsimson's chest and proceeded on shore. There is no indication that Aboaf ever returned to the ship, and in all probability never went to New Amsterdam.
On January 30, 1657, the decision of the city court was reversed in the suit between Huys and Barsimson.

See No. 82.

No. 185.

The residence of Abraham de Lucena (Luecina) was formally at Fort Orange.

1656, October 10:
New Amsterdam

On the 17th October, 1656, Rutger Jacobsen, residing at Fort Orange, hath mortgaged in favor of Mr. Johannnis Withart his house and lot situate within this city, at present occupied by Abraham Luecina, a Jew, for the sum of fifteen hundred and twenty-eight guilders, payable in Beaver, next June A.D. 1657, as more fully appears by extract of the mortgage executed by said Rut. Jacobsen before the Vice Director and Commissary and Commissioners of Fort Orange on the date aforesaid, as appears by the exhibit to me.

Which I testify.

Jacob Kip, Secretary. (Manuscript volume, Mortgages of Lots and Pieces of Land in the City of New Amsterdam 1654-1660, in office of City Clerk, New York, 43; PAJHS, XVIII, [1909], 89).

No. 106.

Jan Hendricksen demands payment for labor expended in behalf of Jacob Cohen (Cohin).

1656, October 23:
New Amsterdam

Jan Hendricksen, pltf v/s Jacob Cohin, deft., demands payment for his expended labor and disbursements, without knowing how much. Deft. requests bill of particulars, to assign the same on his rent. Whereas pltf. does not know how much the sum is, but merely disputes about the payment in beaver, he was put off until the next Court day to exhibit particulars. (Records of New Amsterdam, 11, 197).

— 0 —

Jan Hendricksen did some wood work for Cohen.

See No. 107.

No. 107.

Jan Hendricksen's suit against Jacob Cohen
(Cohun) is referred to a committee.

1656, October 30:
New Amsterdam

Jan Hendricksen, pltf c/s Jacob Cohun, deft.
Relative to the dispute about wood work,
delivered by pltf. amounting to three beavers
which deft. maintains is too much. Parties being heard by the Court
the dispute is referred to Christaen Barentsen and Gerrit J ansen
Roos to value the wood work in question, but that the payment
shall be made in beavers; and in default of agreement to report
to the bench, (Records of New Amsterdam, II, 201).

— 0 —

See No. 106.

No. 108.

The New Amsterdam Council adheres to their previous resolution, regarding Juan Gallardo Ferrara's claim for the restitution of certain negroes.

1656, October 31:
New Amsterdam

Resolution. Director and Council adhering to their previous resolution of September 6, on the claim of Juan Gallardo Ferrara for the restitution of certain negroes. (Calendar of New York Historical Manuscripts, [1630 - 1664], VIII, 176; From New York Colonial Manuscripts, VIII, 258).

o

The calendar of September 6, 1656, reads as follows: "Juan Gallardo Ferrara, praying for the restoration of his negro slaves and order thereupon."

No. 109.

The Directors of the West India Company ask that Moses da Silva's request, that Tienhoven be liable to sentence for misappropriation, be fulfilled.

1656, November 16:
Amsterdam

Honorable, Pious, Dear, Faithful (Gentlemen):

What Moses da Silva, Jewish merchant here, has requested us, you will see from the accompanying copy of the petition presented to us, and inasmuch as we fully perceive from the papers annexed hereto, not only that the said da Silva is founded in his just request but also that the 14th of March last past your Honors pronounced sentence in the matter against the late fiscal Tienhoven, which sentence, for reasons unknown to us, has not been carried out so that the said da Silva has not enjoyed the benefit thereof, we have upon examination of the said sentence and for the furtherance of justice thought fit to order and recommend your Honors hereby to hold the said Tienhoven liable to the same, in order that the said Silva may receive satisfaction in accordance with the aforesaid sentence, or, in case of refusal, that the said sentence be executed according to law. Trusting that this will be done, we commend you, Honorable, Pious, Dear Faithful Gentlemen to God's protection and remain,

Your Honors good friends,

The Directors of the West India Company,
Chamber of Amsterdam,

(signed) Isaack van Beeck

Paulus Timmerman

Amsterdam the 16th of November, 1656.

To the Director and Council of New Netherland. (Letter of Directors of West India Company of Amsterdam to the Director of New Amsterdam; Calendar of New York Historical Manuscripts, [1630--1664], XII, 282; from New York Colonial Manuscripts, XII, 42; Translation in PAJHS, XVIII, [1909] 88).

o

This letter directs the carrying out of the judgment, obtained in da Silva's favor against the fiscal Tienhoven, into whose official custody the goods of August 24, 1656, were wrongly delivered. Van Tienhoven had failed to comply with the judgment recovered on da Silva's behalf, and was dismissed from office in disgrace. He is the same man who signed a petition requiring the Jews to leave the colony. (PAJHS, XVIII, [1909], 58).

See No. 98.

No. 110.

Jewelry and other articles were sent to Joshua Mordekay En Reques in New Amsterdam.

1656, December 1:
New Amsterdam

1658. Memorandum of Sundries sent to divers persons in New Amsterdam. Invoice of jewelry and other articles sent to Joshua Mordekay En Reques 1, Dec, 1656. (Spanish). (Calendar of New York Historical Manuscripts, 1630 - 1664, Curacao Papers, XVIII, 331; from New York Colonial Manuscripts, XVIII, 37).

_____o_____

This is our only reference to Joshua Mordekay En Reques. Apparently he was engaged in the sale of jewelry.

No. 111.

A memorandum makes mention of the fact
that Jews were engaged in retail trade.
*

1657, January 8:
New Amsterdam

Divers matters were proposed and decided
to be taken into deliberation, and with
this view a memorandum was made by the

Honorable Silla : as
Of the law of citizenship (Burgher recht):
Of keeping open store and selling by retail practiced to the
present time both by Jews and all foreigners. (Records of New Am-
sterdam, II, 262).

_____o_____

Oppenheim states that the Jews were allowed to keep open their
stores and engage in retail trade, after March 15, 1656. He main-
tains this theory despite the letter by the West India Company
on June 14, 1656, which specifically stated that the Jews in New
Amsterdam be not allowed to sell by retail. (PAJHS, XVIII [1909]).

_____o_____

Apparently the sheriff is attempting to put an end to the un-
authorized retailing by the Jews. We do not know what action
was taken.

See Nos. 63, 78.

No. 112.

Issac Mesa appeals the decision of the vice-director at the Delaware River.

1657, January 12: Order. For the issue of a writ of appeal to
New Amsterdam Issac Mesa, a Jew, from a pronouncement
against him by the vice director at the South
River. (Calendar of New York Historical Manuscripts, [1630 - 1664],
VIII, 186; from New York Colonial Manuscripts, VIII, 595).

— o —

This Calendar indicates that Jews are now trading on the Delaware River.

See No. 36.

No. 113.

The decision of the city court is reversed in the suit between Barsimson and Huys, concerning the theft bt Aboaf.

1657, January 30:
New Amsterdam

Judgment in appeal. Allard Anthony, attorney of Jacob Jansen Huys, vs. Jacob Barsimson; decision of the city court revised. (Calendar of New York Historical Manuscripts, 1630 - 1664], VIII, 180; from New York Colonial Manuscripts, VIII, 439).

— o —

See No. 82.

No. 114.

Asser Levy's request for burghership is denied.

1657, April 11: Asser Levy, a Jew, appears in Court;
New Amsterdam requests to be admitted a Burgher;
claims that such ought not be refused him
as he keeps watch and ward (tocht en wacht) like other Burghers
showing a Burgher certificate from the City of Amsterdam that
the Jew is Burgher there. Which being deliberated on, it is
decreed, as before, that it cannot be allowed, and he shall
apply to the Director General and Council. (Records of New
Amsterdam, VII, 154).

On April 9, 1657, a notice that those who claimed great
or small burgher right, by virtue of a gift a favor from
the Director General should communicate their names within
eight days to the Burgomasters of the city, and the Burgo-
masters would sit for eight days at the City Hall for the
purpose of inscribing their names (PAJHS, XVIII, 1909, 35).

Thus Asser Levy requested that he be admitted as a
burgher, and gave as grounds for his petition that he was
a member of the guard, and that Jews could be burghers in
the City of Amsterdam. It was decided by the city court
that Levy could not be admitted to citizenship. It was
suggested, therefore, that he apply to the director-general
and the council for this privilege. Levy then retired from
the picture and the campaign was taken over nine days later
by four of the wealthy Jews of the community -- Dandrada,
Cohen, de Lucena, Cohen Herques.

As a result of the petition of the above Jews, Asser
Levy did become a co-burgher.

See Nos. 116, 143.

No. 115.

Jacob Cohen Henriques' (Cohin Hendricus) petition to bake and sell bread as the other bakers did, "but with closed door", is not granted.

1657, April 11:
New Amsterdam

Jacob Cohin Hendricus, a Jew appears in the Court of Burgomaster; requesting permission to bake and sell bread within this City, as other bakers, but with closed door. Which being deliberated on, 'tis decreed, as this is directly contrary to the privilege granted by the Honorable Director General and Council to the Burghery of this City and also against the orders given by the Honorable Lords Majore, the petitioners request cannot be granted. (Records of New Amsterdam, VII, 154; also Ecclesiastical Records of the State of New York, I, 375).

o

According to Goodman, Cohen was apparently reconciled to conduct his business as a wholesale venture and not to maintain the customary open door of the retail trade. With all the precedent that the Mother country afforded, it was a simple matter for the court to reject this petition. (Goodman, American Overture, 89).

o

Goodman's theory is questionable. Apparently the Jews were not allowed to be bakers. Jacob Cohen Henriques, thus, attempted to break down these guild restrictions. He wanted to sell bread privately without the use of a store, but even this request was denied.

No. 116.

Petition, Dandrada, de Lucena, Henriques, and de Costa complain to the Director General and Council of New Amsterdam that the burgomasters of New Amsterdam have refused to admit them to the rights of citizenship. The petitioners and their nation are granted burghership.

1657, April 20: To the Noble Worships, the Director General and Council of New Netherland.

We, the undersigned, of the Jewish Nation here, make known, with due reverence, how that one of our Nation repaired to the City Hall of this City and requested of the Noble Burgomasters that he might obtain his Burgher certificate, like other Burghers, which to our great surprise was declined and refused by the Noble Burgomasters, and whereas the Worshipful Lords consented under date of February 15, 1655, at the request of our Nation, that we should enjoy here the same freedom as other inhabitants of New Netherland enjoy, as appears from the petition here annexed; further that our Nation enjoys in the City of Amsterdam in Holland the Burgher right, and he who asks therefor receives a Burgher certificate there, as appears by the Burgher certificate hereto annexed; also that our Nation, as long as they have been here, have, with others, borne and paid, and still bear, all Burgher burdens: We, therefore, reverently request your Noble Worships to please not exclude nor shut us out from the Burgher right, but to notify the Noble Burgomasters that they should permit us, like other Burghers, to enjoy the Burgher right, and for this purpose to give us the customary Burgher certificate, in conformity with the order of the Worshipful Lords Directors above mentioned. Upon which, awaiting your Noble Worships' gracious and favorable apostille, we shall remain, as heretofore.

(Below stood)

Yours Noble Worships' Humble Servants,
Salvador Dandrada,
Jacob Cohen Henricques,
Abraham DeLucena,
Joseph D'Acosta.

On the above petition is apostilled:

The Burgomasters of this City are hereby authorized and at the same time charged to admit the petitioners herein and their Nation to the Burghership, in due form. Dated as above.

P. Stuyvesant,
Nicasius DeSille,
Pieter Tonneman.

Dated April 20, 1657

(Calendar of New York Historical Manuscripts, [1638-1664], VIII, 184) from New York Colonial Manuscripts, VIII, 531; Translation in PAJHS, XVIII, [1909], 36).

The Jews expressed surprise at the denial of citizenship by the burgomasters; they cited the rights that the directors of the West India Company had granted them. They argued that the Jews had assumed the obligations of citizens. Stuyvesant was giving up hope at this time from preventing the Jews from attaining the rights and privileges as bestowed by the West India Company on February 1, 1655. Stuyvesant and his two colleagues notified the burgomasters that they were "charged to admit the petitioners ... and their nation to the Burghership."

This is the last record of united action by the Jews in New Amsterdam during Stuyvesant's administration. After two years of struggle, the Jews finally won those rights, previously awarded them by the West India Company. Progress had been slow. The Jews were still not equal with the Christians.

Dandrada probably left the colony after April 20, 1657. There is no further mention of him.

No. 117.

Abraham Lucene pays Juan Gallardo de Ferera's fee for his transportation. Gallardo de Ferera described as, of the city of Barrameda, makes certain accusations against C. V. Ruyven, Secretary of the Council of New Amsterdam.

1657, September 15: Your honor says in your answer, that you New Amsterdam have supported me last year ... Your honors should know the truth, my food consisted of salt meat twice a day ... I have slept in my clothes. Your honor says. You paid my passage last year, I therefore made application to your Honor, who answered me that you could not thus give alms; and I told you that Burgomasters had offered me alms to which you answered, that they could do so, as they were rich, and that you could not do so. Whereupon I have agreed with the skipper Jan Jansen Bestevaer, in the presence of a Jew, named Abraham Lucena, who having consented, paid it. (Documents Relating to the Colonial History of New York, II, 40).

o

Juan Gallardo de Ferera calls de Lucena "a Jew " It is unlikely that a Jew would refer to his co-religionists in a document as "a Jew." Yet. Gallardo de Ferera often appears with other Jews: de Lucena (September 15, 1657); Moses de Lucena, (April 26, 1657); de Costa, (October 11, 1657). Ferera, could have been of Sephardic Jewish extraction. He may have been a crypto-Jew who had lived under Spanish or Portuguese rule. Yet to definitely call Gallardo de Fera a Jew would be conjectural.

See No. 118.

No. 118.

Joseph De Costa (D'Costa) helps to translate the answer of Gallardo (de Ferera) from Spanish into the low Dutch Language.

1657, October 11:
New Amsterdam

We, the undersigned, by request, and as deputed herein, have to the best of our understanding and comprehension, translated from the Spanish into our Low Dutch Language the preceding answer of Jan Gallardo, a Spaniard, contra the Honble Directors of the Incorporated West India Company....(signed) Peter Tonneman

Joseph D'Acosta. (Documents
Relating to the Colonial History of the State of New York, II, 40).

—o—

See No. 117.

No. 119.

A default is not charged against Barsimson (Bersimson) inasmuch as he was summoned on his Sabbath, ie Saturday.

1658, January 3:
New Amsterdam

Adriaen Keyser, pltf. vs Jacob Barsimson. Though defendant is absent. Yet no default is entered against him as he was summoned on his Sabbath. (Records of New Amsterdam, II, 396)

o

The tolerance of the Dutch in New Amsterdam in matters of religion insofar as Jews are concerned is shown by the fact that the observance of a Jew, Jacob Barsimson, of his Sabbath was recognized by the authorities as a valid reason for failure to attend court. (PAJHS, XVIII, 1909, 23, 24)

o

After April 20, 1657, Stuyvesant's heart was no longer in the fight against the Jews. He no longer actively opposes them. Barsimson's scruples evidences the fact that the Jewish pioneers were observant of some of the Jewish practices.

No. 120.

Wernaar Wessels brings proceedings against Jacob Cohen, on the charge of fraud.

1658, January 15: Proceedings. In the case of the New Amsterdam Amsterdam farmer of the excise vs Jacob Cohen. (Calendar of New York Historical Manuscripts, VIII, 188; from New York Colonial Manuscripts, VIII, 641).

o

On January 21, 1658, Wernaar Wessels, Farmer of the Burghers excise on beer and wine, charges Jacob Cohen (Cohn) with fraud as the defendant had no permit for wine and beer. A copy of the charges were given to Cohen. Two days later an order was given, permitting Jacob Cohen to rectify certain liquors in his possession. On February 11, 1658, a copy of Jacob Cohen's answer to the charges of the Farmer of the excise was given to Wessels. Wessels demanded on April 15, 1658 that Cohen pay a fine because the Jew had no permit for wine and beer.

Jacob Cohen probably sold wine and beer among other items of merchandise.

No. 121.

Wessels, Farmer of the Burghers excise on beer and wine charges Jacob Cohen (Cohn) with fraud, as the defendant did not take out any permit. A copy of the charges are given to Cohen.

1658, January 21:
New Amsterdam

Wernaar Wessels, Farmer of the Burghers excise on beer and wine, pltf v/s Jacob Cohn, Jew, Deft. Pltf. enters his demand in writing for fraud committed by the deft. The Schout, ex-officio, attorney for the farmer, (Wessels) concludes, as Jacob Cohn did not take out any permit that he be also condemned in the fine therein enacted. Deft. answering says, that the case is before the High Council, he therefore refers him to it. Pltf. replies, that he called on him for what relates to the Burgher excise. Deft. demands copy of both the demands and copy of the article mentioned in the demand. The Court orders the deft. to be furnished with copy of all. (Records of New Amsterdam, II, 305).

o

See No. 120.

No. 122.

An order is given permitting Jacob Cohen to rectify certain liquors in his possession.

1658, January 23:
New Amsterdam

Order. Permitting Jacob Cohen to rectify certain liquors in his possession. (Calendar of N.Y. Historical Manuscripts, [1630 - 64], Dutch, VIII, 189; from N.Y. Colonial MSS., VIII, 673).

o

See No. 120.

No. 123.

A copy of Jacob Cohen's (Cohn) answers to the charges of fraud are given to the Farmer of the Excise.

1658, February 11:
New Amsterdam

On the answer of Jacob Cohn, a Jew, ordered: Copy to be furnished to party to answer thereunto at the next Court day. (Records of New Amsterdam, II, 329).

_____o_____

See No. 120.

No. 124.

Wessels, in his writ of appeal, denies having in his cellar tobacco and loose sheaves which Barsimson claims to have left there.

1658, Feb. 27:
New Amsterdam

Writ of appeal. Warnae Wessels, from a judgment of the court of New Amsterdam in favor of Jacob Barsimson, a Jew. (Calendar of New York Historical Manuscripts, [1630 - 1664], XVI, 325; from New York Colonial Manuscripts, XVI, 9).

— 0 —

On February 27, 1659, Jacob Barsimson is summoned by the court to substantiate his charges that he left tobacco and sheaves in Wessel's cellar. We do not know the outcome of the case, for Barsimson is not mentioned after this date.

No. 125.

The Council of New Amsterdam calls Gallardo (de Berera's) demands frivolous and absurd.

1658, March 26:
New Amsterdam

Answer of the director and council to the frivolous and absurd demands of Jan Gallardo. (Calendar of New York Historical Manuscripts, [1634 - 1664], VIII, 193; from New York Colonial Manuscripts, VIII, 795).

— o —

See No. 117.

No. 126.

Jan Gallardo (de Ferera) is given leave to return to Holland.

1658, April 2:
New Amsterdam

Order. For the translation of a paper in the Spanish language presented by Jan Gallardo and leave to him to return to

Holland. (Calendar of New York Historical Manuscripts, VIII, 194; from New York Colonial Manuscripts, VIII, 810).

_____o_____

On April 26, 1658, Gallardo de Ferera was granted a free passage to Holland.

Here Gallardo de Ferera is given leave to return to Holland. The word "return" implies that Ferera had been there previously.

Strangely enough, he could not speak Dutch.

No. 127.

Wessels demands that Jacob Cohn (Cohn) pay a fine because the defendant had no permit for wine and beer.

1658, April 15:
New Amsterdam

Schout Nicasius de Sille informs the Court, that a suit has arisen between Wernaar Wessels, Farmer of the Excise on Wine and Beer, and Jacob Cohn for Fraud, committed by the aforesaid Jacob Cohn, and as he, the Schout, has become attorney for the Farmer, Wernaar Wessels, he concludes, inasmuch as he, Jacob Cohn, has taken out no permit, that he be condemned in the fine enacted against such; and as the aforesaid suit is a stand with parties, he demands that the aforesaid Jacob Cohn be condemned to pay the permit and the fine imposed thereon. The Court orders the Schout to summon Jacob Cohn for the next Court day to answer the demand which he, the Schout, shall institute against him. (Records of New Amsterdam, II, 374).

o

See No. 120.

No. 128.

Jacob Cohen (Cohn), plaintiff, and Diewer Cornelis are both in default.

1658, April 15:
New Amsterdam

Jacob Cohn, pltf. v/s Diewer Cornelis, deft.
Both in default. (Records of New Amsterdam,
II, 375).

No. 129.

Jan Gallardo de Ferera (Ferrara) is given a free passage to Holland.

1658, April 16:
New Amsterdam

Order. Granting Jan Gallardo de Ferrara a free passage to Holland. (Calendar of New York Historical Manuscripts, (1630 - 1664), Dutch, VIII, 195; From New York Colonial Manuscripts, Viii, 844):

o

On April 2, 1658, Jan Gallardo de Ferera was given leave to return to Holland.

No. 130.

Moses de Lucena is interpreter for
Gallardo de Ferera.

1658, April 26:
New Amsterdam

Whereupon, the plaintiff, Jan Gallardo
being this day summoned before us, was
asked through Moses de Lucena, the Inter-
preter. (Appendix 13; Colonial History
of the State of New York, II, 42).

o

Oppenheim states that Moses de Lucena was probably a brother of
Abraham (PAJHS, XVIII, [1909], 60).

o

On May 4, 1660, Moses Lucena was taken to court because of a fight
with Jan Rotterdam. Lucena claimed that after being attacked he
defended himself. Both parties, however, were ordered on June 1, 1660,
to pay two pounds Flemish as a fine. On October 20, 1660, Moses
Lucena became a butcher.

No. 131.

A default is not entered against Barsimson (Bersimson) as he was summoned on his Sabbath (Saturday).

1658, June 3:
New Amsterdam

Storm Alberzen, pltf. v/s Jacob Bersimson, a Jew, deft. No default is entered against deft. though absent, for reasons befor mentioned, as he is summoned on therk sabbath. (Records of New Amsterdam, II, 397).

66666 0

See No. 142.

No. 132.

The court decrees that the contract between Jan Brown and David Ferera (de Ferera) in reference to tobacco is fulfilled.

1658, June 17:
New Amsterdam

Joannes Pietersen Verbrugges, pltf.
vs. David de Ferera, deft. Pltf. as
attorney of Jan Broun states, that the

Old De Broun undertook to bring tobacco for the deft. from the Virginias and that in his father's absence the son brought the tobacco from the Virginias; demanding back the obligation as it is paid. Deft answers the obligation is not yet paid and that there are three hhds yet wanting, exhibiting the contract, which mentions the bringing of 40 & 50 hhds, and that he received 46 hhds. The Court decree, that the contract between Jan Broun and David de Ferera to bring 40 & 50 hhds. of tobacco is fulfilled; they therefore order the contract to be consigned to the Secretary's office, and Joannes Pietersen Verbrugges is ordered to write to Mr. Broun to the Virginias to send back David de Ferera's bond. (Records of New Amsterdam, II, 401, 402).

o

This is the first reference to David Ferera in New Amsterdam, since his petition for release from prison on July 25, 1656. Ferera probably lived in Maryland, during the interim period.

Ferera is called de Ferera for the remainder of the time, he expended in New Amsterdam.

No. /33.

David Ferera (de Ferere) is the attorney for Mr. Stickely.

1658, June 24:
New Amsterdam

David de Ferere. pltf. v/s Albert Jansen, deft. Pltf. as attorney of Mr. Stickely demands from deft. on Mr. Stickely a/c three hides. Deft. answers that he made for Mr. Stickely two pillows, two cushions and a bench, on which they sleep and one bedstead for which she should have 500 lbs. of tobacco. The court orders, that the deft, shall pay the pltf., what the hides weigh, in hides or beavers, on condition that the pltf. shall give security to pay what Mr. Stickely may owe to the deft. (Records of New Amsterdam II, 406).

_____o_____

This is the first time that a Jew in New Amsterdam acted as attorney for a non-Jew.

No. 134.

Asser Levy is attorney for Joseph De Costa (D'Acost) against Hans Coenraetsen, defendant. Coenraetsen is to pay De Costa for the judgment of 132 flouns which was awarded the plaintiff previously by the court of justice in Recife.

1858, July 23: Asser Levy, attorney for Joseph d'Acost, plaintiff against Hans Coenraetsen, defendant. The plaintiff demands payment of fl. 132, for which judgments was given against the defendant by the court of Justice of Recife, in Brazil which judgment he produces. The defendant admits the debt but says that he was driven out of Brazil by the enemy.

The plaintiff replies that the defendant a year before that was condemned to pay cash in pieces of Eight. He therefore maintains that the defendant must pay in the same specie, or in beavers or other currency here.

The court, having heard the parties, condemns the defendant to pay the sum demanded cash provided that the plaintiff shall give security until he shows a perfect power of attorney for Joseph d'Acosta. (Court Minutes of Fort Orange, II, 140).

o

Joseph De Costa was probably a refugee from Recife.

No. 135.

Joseph de Costa (D'Acosta) acts as attorney for Jacob Cohen. De Costa complains that Grytie Maas and her lawyer, Vervelen, have abused him by evil speech and shoving. The case involved the correct weight of nails as delivered by Cohen to the defendant.

1658, August 12:
New Amsterdam

The Scout delivers into Court certain complaint in writing entered by Joseph d'Acosta regarding the abuse and evil speech of Grytie Maas, arising from the difference of a/c. and that the Sieur Joannes Vervelen mingled therein increasing the abuse and shoving him; demanding maintenance of himself and Nation. (Records of New Amsterdam, II, 416).

— o —

As a result of this complaint, on August 20, 1656, the Shout, Nicasius de Sille summoned Vervelen and Maas to court. Because Maas was ill, Joannes Vervelen acted in the defendant's behalf. Jacob Cohen declared that he delivered a certain weight of nails to Maas. De Costa came to court to render into Dutch a letter of Cohen. Afterwards, Vervelen stated, "You are a Jew, you all cheats together." Gyrtie Maas' demand was for sixteen floyns, yet owed her. On August 28, 1658. As a result of the testimony of the sworn weigher, Maas' demand was dismissed.

"Demanding maintenance of himself and the nation," probably means giving the Jews the rights to which they are entitled.

The Shout summoned Vervelen and Maas to court. Vervelen acted in Maas's behalf, to testify as to the weight of nails delivered by Cohen. After De Costa rendered in Dutch a letter by Cohen. Vervelen stated, "You are a Jew, you all cheats together."

1658, August 20: Schout Nicasius de Sille, pltf. v/s
New Amsterdam Joannes Vervelen and Grytie Maas,
deft. Grytie Maas sick. The deft.
Joannes Vervelen exhibits certain a/c and is asked if
that be the a/c of the nails in question with Jacob Cohn,
Jew? Answers, Yes, and declares to have delivered a keg
with pails of 575 lbs. to Grytie Maas and allowed her a
discount of 6 per ct. for light weight; and says the woman
cannot read or write; exhibits in Court an a/c book, offers
to swear that to his knowledge there was no mistake in the
entry. Josep d' Costa appears in Court and is asked to
render into Dutch the letter, which Jacob Cohn wrote him,
which being done, says Joannes Vervelen said to him; you
are a Jew, you are all cheats together; which Vervelen
denies and says he will prove it. Parties having been
heard, the Court orders, that Grytie Maas shall produce
additional proof on the next Court Day. (Records of New
Amsterdam, II, 419).

o

Jacob Cohen was probably a merchant who sold nails among other items of merchandise. Vervelen's anti-Jewish statement is quite typical of a certain type of Judeophobia who believes that the sense of solidarity among Jews is so pronounced that they conspire to defraud non-Jews.

This is not the first time that De Costa translated a letter into Dutch. On October 11, 1657, he translated the letter of Juan Gallardo de Ferera from Spanish into Dutch.

See No. 118.

No. 137.

Asser Levy (Levi) stated that an Indian took a brandy cask belonging to him.

1658, August 22: Appeared before me. Johannes Provoost,
Fort Orange clerk of the court of Fort Orange and the
 village of Beverwyck, Asser Levy, who
attested and declared in the presence of the Honorable Staets,
at the requisition of the (prosecuting) officer, that the
empty anker which the Indian (took?) from the island over
against the fort was his (Levy's) and that he sold three of
the same mark to Hans Vosh, one of which, containing brandy,
was still lying in the celler of the said Hans Vosch, marked
I.H.; which he attests to be true and trustworthy. Done in
Fort Orange, the 22nd of August A^o 1658.

Asser Levi

Abram Staas
(Deposition of Asser Levi regarding the ownership of a
brandy cask which an Indian took from the island opposite the
Albany) fort; Early records of the City and County of Albany
and colony of Neusselaerswyck, IV, 71).

SEE No. 184.

No. 138.

Asser Levy, plaintiff, wins his suit against Jan van Heekelen, for the debt which the defendant owes him.

1658, August 26:
Fort Orange

Asser Levy, plaintiff, against Jan van Heekelen, defendant.
The plaintiff demands payment of fl 184 in beavers.

The defendant admits the debt. The court, having heard the parties, orders the defendant to pay the plaintiff the sum demanded in the space of eight days, under penalty of execution. (Court Minutes of Fort Orange and Beverwyck, II, 152, 153).

No. 139.

As a result of the testimony of a sworn weigher. Maas' demand of 16 flouns from Jacob Cohen (Cohn) is dismissed.

1658, August 28: The a/c of nails sold to Jacob Cohn, Jew, New Amsterdam was communicated to Grietje Maas. Whereunto she answers, that the above named Cohn, before his departure had promised to pay her, and had a difference regarding the weight of an empty keg, and had some other transactions with him, and that a balance of fl. 16 is still due her, for which it was her intention to have arrested him. Grietje Maas is asked, if she has any further proof that she had further dealings with the Jew? Answers No; and that she cannot write. Joost Goderus appears in Court and is asked if he will swear to the weight of the nails in question between Jacob Cohn, Jew, and Grietje Maas as they have been taken from the weigh book. Answers, Yes. Inasmuch as Grietje Maas cannot bring in any further proof then she has exhibited, and the sworn weigher, declares, on the presentation of oath, that the nails in question are of such weight as is marked in the weigh book and has given an extract therefrom, the Court decrees therefore that the debts. Grytie Maas demands be dismissed. (Records of New Amsterdam, II, 424).

See No. 135.

No. 140.

Asser Levy wins his suit against Jacob Loockerman, for the debt of 81 florins, which the defendant owes him.

1658, September 10:
Fort Orange

Asser Levy, plaintiff, against Jacob Loockerman, defendant. The plaintiff demands payment of fl. 81 in beavers. The defendant admits the debt. The court orders the defendant to pay the plaintiff the sum demanded in the space of six weeks. (Court Minutes of Fort Orange and Beverwyck, II, 157).

No. 141.

Gerritsen and Martensen, defendants,
promise to begin immediately the work on
Asser Levy's chimney.

1658, October 1:
Fort Orange

Asser Levy, plaintiff, against Hendrick
Gerritsenn and Dirckjen Martensen, def-
endants.

The plaintiff says that the defendant has
agreed to build his chimney and declares that he is greatly in-
terested in having the work done.

The defendant admits that he has agreed to do it, and promises
to go to work at once. (Court Minutes of Fort Orange and Bever-
wyck, II, 159).

Wessels, in his writ of appeal, denies possessing the tobacco and loose sheaves, which Barsimson's claims to have left in Wessel's cellar. Barsimson is to be summoned to substantiate his charges.

1659, February 27: Peter Stuyvesant, representing their
New Amsterdam Noble High Mightinesses the States-General of the United Netherlands and the Noble Lords Directors of the Chartered West India Company, Chamber of Amsterdam, Director General of New Netherland, Curacao, Bonaire, Aruba and their Appendices, together with the Honorable Councillors: To the Court Messenger, Claes van Elslant, Jr. hereto commissioned, Greeting:

Whereas, Warner Wessels has, by petition, remonstrated to us that he feels himself greatly aggrieved by the judgment of the Honorable Court of this City, dated 29th January last, between him and Jacob Barsimson, Jew, whereby he was condemned to pay to the said Jacob Barsimson a hogshead of tobacco and several loose sheaves (menoken), amounting together to the quantity of 400 lbs. at 7 stivers a pound, which the said Barsimson claims to have left in the cellar of Warner Wessels, which the said Barsimson has not proved and cannot prove by all the documents produced by him and his statements; so that he therefore asks some provision of us:

Therefore we charge you to summon the said Jacob Barsimson to appear before us here at Fort Amsterdam on Thursday the 29th of March or to send an attorney in order to answer to such complaint and conclusion as the said Warner Wessels shall make and take against him, provided the said day is suitable to the pleasure of the said Court for him to appear, or to send his attorney, in order to annul or confirm the said judgment; leaving a copy on behalf of the parties, reporting to us what has occurred.

Given at our meeting held at Fort Amsterdam in New Netherland, on February 27, 1659. (New York Colonial Manuscripts, XVI, 9; Translation in PAJHS, XVIII [1909] 88-89).

o

We do not know the outcome of the case. The name of Barsimson does not occur again in any item in New Amsterdam.

See No. 124

No. 143.

Asser Levy, as representative of Abraham Cohn of Amsterdam, was given a mortgage by Cornelis Jansen Pluyvier. This transaction was in partial payment of the debt Pluyvier owed Cohn.

1659, April 31:
New Amsterdam

Before us, the underwritten Schepens of the City Amsterdam in New Netherland, appeared Cornelis Jansen Pluyvier, burgher and inhabitant of this city, who acknowledges and declares to be well and truly indebted unto Asser Levy, a Jew, co-burgher and inhabitant here, in the sum of sixteen hundred and twenty five guilders and twenty stivers each, Holland currency, on account of the loaned monies for purchased goods which he the appearer hath satisfactorily received from Abraham Cohn, merchant at Amsterdam, according to Act thereof executed before the Notary Jan Molengraef and certain witnesses, dated 27th January, 1659, which aforesaid fl. 1625. he, the appearer hereby, promises shall be sent over to the above named Abraham Cohn or his order, in good merchantable beavers at five guilders ten stivers each, and that on the departure of the first sailing ship according to bond included in the above Acte dated 27th January remaining with and consigned to the above named Asser Levy, and that precise without further delay, thereunto saving the aforesaid bond, pleding by special mortgage unto Asser Levy, consignee of the above named Abraham Cohn, his the appearer's house and lot lying and being Heere Straat within this City, bounded easterly and northerly by the above named Heere Straat and the City wall, westerly by Dome Drysius and southerly by the house and lot of Jacobus Vis and the Company's garden, in order, through default of payment of the aforesaid sum at the time affixed, to recover the same therefrom free of cost and charges, and further generally his person and property, moveable and immoveable, present and future, subject to all courts and judges.

In testimony of the truth, these presents are signed by the appearer and the Worsh'1l Schepens Jeronimus Ebbinck, Jacob Kip, the 30th April, 1659, in Amsterdam in New Netherland.

Cornelis Janse Pluvier

Jeronimus Ebbinck

Jacob Kip

(From the manuscript volume entitled, Mortgages of Lots and Pieces of Land in the City of New Amsterdam, 1654-1660, in office of city clerk, New York, 129; translation in PAJHS, XVIII, [1909], 90).

_____o_____

This Abraham Cohn later became a shareholder of the West India Company (*ibid* p 64).

_____o_____

No. 144.

Asser (Assar) Levy wins his suit against Roeloffsen and Loockerman. The defendants pay Levy five beavers, in fulfillment of the bond owed to the plaintiff.

1659, June 13:
Fort Orange

Mr. Assar Levy, plaintiff, against
(Jan Roeloffsen and
(Jacob Loockermans defendants.

The plaintiff demands of the defendants, according to their bond, 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.

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, order 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. (Extraordinary Session held in Fort Orange; Court Minutes of Fort Orange and Beverwyck, II, 193)

Evidently, Levy commuted from Albany to New Amsterdam.

No. 145.

Jacob Teunissen is to pay Asser (Assar) Levy 30½ beavers, arising from the goods delivered by the plaintiff.

1659, July 1:
Fort Orange

Mr. Assar Levy, plaintiff against Jacob Teunissen, defendant. The plaintiff demands of the defendant 30½ beavers, according

to his bond, arising from goods received.

The defendant admits the debt and offers to pay now and then something. The court, having heard the parties on both sides, order the defendant to pay the plaintiff the aforesaid number of beavers in the space of six weeks, on pain of execution. (Ordinary Session held in Fort Orange; Court Minutes of Fort Orange and Beverwyck, II, 194).

No. 146.

David Ferera (de la Ferre) and Andres.
Spyringh arbitrate their case concerning the ownership of tobacco.

1659, September 2: David de la Ferere pltf. v/s Andries
New Amsterdam Jeremias Spyringh, deft. Pltf. says he
sold 164 pounds of tobacco to deft.,
who will not receive it. Deft. answers that he has not
bought the tobacco, but he 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 Francis de Bruyn to
examine the question, to reconcile parties if possible;
otherwise to deliver their opinion to the court. (Records
of New Amsterdam, III, 347).

o

On September 16, 1659, both Ferera and Spyringh were in
default. They probably were not satisfied with the ruling
of the arbitrators.

No. 147.

Both David de Ferera and Spyringh (Spieringh) are in default.

1659, September 16:
New Amsterdam

David de Ferera, pltf. v/s Andries Spieringh
deft. Deft. in default. (Records of New Am-
sterdam, III, 49).

_____o_____

This is our last reference to David Ferera in New Amsterdam. He appears in Maryland until February 26, 1660.

No. 148

Both Asser Levy and Herman Barenzen are in default.

1659, November 25:
New Amsterdam

Asser Levy, pltf. v/s Herman Barenzen, deft
Both are in default. (Records of New Am-
sterdam, III, 81).

_____o_____

No reference is made as to the nature of the suit, instituted by
Levy.

No. 149.

Christians should get preference over Jews
in the purchase of slaves, writes Stuyvesant.

1660, February 17: Director Stuyvesant to Vice-Director Beck..
New Amsterdam ...I desired the negroes for my own service
and the promotion of Agriculture, not in
the expectation of any gain, and therefore sent for young ones,
in which regard, the worthy inhabitants, Christians and those of
the Honble Company, ought, I think, to be preferred before
Spaniards and unbelieving Jews. (New York Colonial Tracts, Trans-
lation by O'Callaghan, Albany, N.Y. [1867], 65).

o

The "unbelieving Jews" are not the Jews in New Amsterdam, but
rather those Jews in the other countries who were engaged in
slave trade.

No. 150.

De Costa (d'Acosta) brings suit against Mighiel Tades for one beaver and two guilders in seawant. However, Tades was in default.

1660, April 13:
New Amsterdam

Joseph d'Acosta, pltf. v/s Mighiel Tades
deft. Deft. in default. (Records of New
Amsterdam, III, 154).

o

On April 27, 1660, Tades was ordered to give De Costa the beaver and two guilders in seawant within three days.

No. 151.

Asser Levy has to give proof that he gave cloth and money to Bagyn, before Levy will be able to take back the above contents from Bagyn's chest.

1660, April 13:
New Amsterdam

Asser Levy appearing in Court requests, that he may be able to take, under security the 173 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 the money to Anthony Bagyn. (Records of New Amsterdam, III, 154).

No. 152.

The court orders Tades to give De Costa (d'Acosta) one beaver and two guilders in seawant within three days.

1660, April 27:
New Amsterdam

Josep. d'Acosta, pltf. v/s Mighiel Tades,
Deft. Defts. 2nd default. Pltf. demands
from deft one beaver and two guilders in
seawant. 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. (Records of New Amsterdam, III, 157).

See ^{No.} 150.

No. 153.

The Under Sheriff demands a fine from Moses Lucena because of the latter's fight with Jan Jansen. Lucena insisted that he acted only in self defense. Jan Jansen is then summoned to court.

1660, May 4:
New Amsterdam

The Under Sheriff Resolveert Waldron, pltf. v/s Moses Lucena, deft. Pltf. say, that deft. was fighting with Jan Jansen von 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. (Records of New Amsterdam, III, 158-9).

O

On June 1, 1660, both Jansen and Lucena were fined as a result of their fight.

No. 154.

The Court orders the defendant Gerritsen to give Asser Levy (Levi) seven boards, for the damages that the defendant has done.

1660, May 25: Asser Levi, plaintiff, against Wynandt
Fort Orange Gerritsen, defendant.

The plaintiff demands payment for seven boards for which he produces a note and claims damages for house rent and board which he spent here during the period of one month.

The court order the defendant to pay the plaintiff for the remaining seven boards. As to the alleged expenses, the parties are referred to two referees. (Court Minutes of Fort Orange and Beverwyck, II, 253).

○

Asser Levy spent a month in Albany, trying to recover the payment of seven boards which Gerritsen, the defendant, owed him.

No. 155.

Both Jan Jansen and Moses Lucena are
fined as a result of their fight.

1660, June 1:
New Amsterdam

The Under Sheriff Resolveert Waldron,
pltf. v/s Jan Jansen van Rotterdam and
Moses Lucena, defts, Pltf. (Complains),
that deft. 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 thereupon struck him. The court condemn the defts.
Jan Jansen and Moses Lucena each in the fine of two pounds
flemish. (Records of New Amsterdam III, 163, 164).

— 0 —

See No. 155.

No. 156.

Abraham Lucena wins his suit for fl.10 16. from Servyn. The Court orders Servyn to refrain from calling Abraham Lucena's wife "a whore," and Lucena's wife should not call Servyn "a rogue."

1660, June 1: Abraham Lucena, pltf. v/s Romein Servyn.
New Amsterdam 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 that effect Deft. says, he owes the pltf. no more than fl 10 16 and that the pltf's. wife first called him a rogue. The Heer Schout as guardian demands, that deft, 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 having been 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. (Records of New Amsterdam, III, 166).

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Evidentially, Lucena was not satisfied. On June 8, 1660, he asked that Servyn be summoned to court. Seven days later, Sevyn was ordered to declare that Lucena's wife wasn't really a whore, and Lucena's wife stated that Servyn wasn't really a rogue.

This is the first reference to a wife of a Jew in New Amsterdam. We do not know whether or not she was a Jewess. Inasmuch as there were few if any Jewish girls in the colony, and there is no mention made previously of Lucena bringing a wife here from abroad, the liklihood is that his wife was not Jewish.

No. 157.

Abraham Lucena petitions that Servyn be summoned to court, on the charge of the defendant's calling Lucena's wife "a whore".

1660, June 8:
New Amsterdam

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. (Records of New Amsterdam, III, 168).

— 0 —

See No. 156.

No. 158.

The Court orders Lucena's wife and Servyn to declare that the only information they know of each other is "honorable and virtuous."

1660, June 15:
New Amsterdam

Abraham Lucena and his wife, pltfs. v/s
Romein 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 1st 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 pltfs wife had not first abused him as a rogue, he should not have scolded her—thereupon the pltfs. 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 having been 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. (Records of New Amsterdam, III, 174).

See No. 156.

No. 159.

Joseph De Costa is given permission to recover a judgment against Jan Adriarensen Duyvelant.

1660, June 21:
New Amsterdam

Order. Permitting Joseph d'Acosta to proceed to the recovery of a judgment against Jan Adriarensen Duyvelant. (Calendar of New York

Historical Manuscripts, [1630 - 1664], IX, 214; From New York Colonial Manuscripts, IX, 305).

—o—

This is our last reference to De Costa. He probably left the colony, after five years residence there.

No. 160.

Reverend Drisius writes to the Classis of Amsterdam that the doctrine of baptism by the Mennonists is no better than that of the Jews. He characterizes the Jews as believing in God but not in Jesus.

1660, October 4: There is present here a man, aged thirty
New Amsterdam years, baptized by the Mennonists, at
 Amsterdam ... Some contend this doctrine
(baptism by Mennoists) to be no better than that of Jews or
Turks, who also acknowledge the Divine existence, but not
the distinct person. (Reverend Samuel Drisius to the Classis
of Amsterdam. Abstract, in Acts of Deputies, XX 421;
Ecclesiastical Records of the State of New York I, 486, 487).

— o —

Reverend Drisius assisted Megapolensis in New Amsterdam.
(Raesly, Portrait of New Netherland, p. 217)

See No. 160.

Asser Levy is sworn in as a butcher. He is excused from killing hogs, as this is contrary to Judaism.

1660, October 15: Asser Levy, Eghbert Meindersen, Gerrit Jansen Roos, Roelof Jansen veter Maacker, Jan van Haarlem, appear in Court, requesting to be sworn butchers, and are accepted by the Burgomasters on the following articles and oath:

INSTRUCTIONS FOR THE SWORN BUTCHERS.

- FIRST. They shall be bound to accommodate each and every one without delay, as much as is in their power, and bring with them their own tools necessary for slaughtering.
- SECONDLY. They shall not kill any cattle before and until a proper permit shall be exhibited to them from the Pachter (Farmer of the Exise.) for the animal to be killed, that it has paid the excise.
- THIRDLY. They shall be bound to kill all cattle which shall be offered for slaughtering within the jurisdiction of this City.
- FOURTHLY. They shall and may demand and take for the slaughtering of each animal as follows: --
- For one ox or cow Five guilders
 - For one hog One Dollar
 - For one sheep, calf, or goat. One Guilder
- Other smaller animals in proportion.

Which articles having been read to the aforesaid persons, they are asked if they, or theirs, will submit to these articles? Answer: Yes; Then Asser Levy requests to be excused from killing hogs, as his religion does not allow him to do it; which was granted him. And they accordingly took the following Oath except Asser aforesaid, who took the oath, which the Jews are accustomed to take. (Records of New Amsterdam VII, 258, 259)

On October 31, 1665, Asser Levy is again sworn in as a butcher. Perhaps, a butcher had to renew his license every five years. Or perhaps, the new administration of the English required all the butchers to take a new oath.

Levy's disinclination to kill hogs suggests that some form of dietary laws ~~were~~ observed in New Amsterdam.

No. 162.

Moses Lucena is sworn in as a butcher. He is excused from killing hogs, as this is contrary to his religion.

1660, October 20:
New Amsterdam

Moses Lucena appears in Court requesting to be sworn butcher, which was granted him according to oath to be taken on the instruction of sworn butchers, and he has taken the same at the hands of the Officer agrably to the oath of the Jews, having first requested not to be bound to kill any hogs; which was allowed him. (Records of New Amsterdam, VII, 261).

— 0 —

See Nos. 130, 161.

No. 163.

Asser Levy demands reparation for the abusive language of Meibderzen. Both the plaintiff and defendant slaughtered cattle together.

1661, January 18:
New Amsterdam

Asser Levy, Pltf. v/s Eghbert Meibderzen, 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 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. (Records of New Amsterdam, III, 248-9).

— 0 —

There is no further record of the case. It is impossible to ascertain if Meibderzen's statement, that Levy "supported thieves and such like" was motivated by anti-Jewish feelings. On August 20, 1658, Vervelen denounced Jacob De Costa by saying, "You are a Jew, you all cheats together".

No. 164.

Asser Levy wins his case from Jan Ariaanzen for a debt contracted three years previously.

1661, January 25:
New Amsterdam

Asser Levy, pltf. v/s Jan Ariaanzen, carpenter, deft. Defts. 2nd default. Pltf. demands from deft. fifty guilders, which stand full three years. The court orders deft. to deposit the monies with the Secretary. (Records of New Amsterdam, III, 252).

No. 165.

Asser Levy, plaintiff, challenges the veracity of Blanck and Pieterzen, concerning court evidence.

1661, January 25:
New Amsterdam

Asser Levy, pltf. v/s Jurrien Blanck, and Adolf Pieterzen, defts. In case of evidence as to the truth to be given on certain interrogations produced by the pltf. in Court; which interrogatories the defts. having heard, declares as more full is to be seen in sd interrogatories. (Records of New Amsterdam, III, 262).

No. 1662

Asser Levy claims that Elsie van Reuvecamp has assigned the money belonging to him to Isaac de Foreest.

1661, March 15:
New Amsterdam

Asser Levy, appearing in Court says, that Elsie van Reuvecamp 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 Isaack 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. (Records of New Amsterdam, III, 279-280).

No. 167.

Asser Levy wants to rent and live in the house of Eversten. However, the defendant, Hooghten, has not finished building the house. The court orders the defendant to continue working on it, until the house is completed.

1661, May 3:
New Amsterdam

Asser Levy, Pltf. v/s Frans Janzen van Hooghten, deft. Pltf. says, that deft. has agreed to build a house for Wessle (Eversten) the fisher, which must be finished by May and to this time the agreement is without effect, and where as he has hired the same house from the above named Wessels and cannot occupy it, he claims the damage he shall suffer thereby, as he must remain for so long in another man's house. Deft. says he undertook the house, but for no time and must moreover wait for materials to make the roof tight: he has spoken to Wessel Eversten about them, who gave him for an answer, he could not bring them so soon. Pltf. says, he laid the roof on long ago, and that the deft. went to other work leaving that stand. Burgomasters and Schepens order deft. to go to the work and remain there until it is finished, without working on another. (Records of New Amsterdam, III, 293).

— o —

Asser Levy did not own his own home at this time.

See No. 168.

No. 186.

Asser Levy (Leevi) purchased a house from Marcellus Janssen (Van Bommel) for 1,709 guilders.

1661, July 15: Conditions on which Marcellus Janssen (Van Bommel) is minded to sell at public sale to the highest bidder, his house and lot. The delivery of the aforesaid house and lot shall be made on the first of May, A.D. 1662. Payment shall be made in whole merchantable beaver skins in three installments, the first on the first of June, A.D. 1662, the second, one year after date on the first of June, A.D. 1663, and the third ... the first of June, A.D., 1664. On the above standing conditions Asser Leevi remained the last bidder for the sum of one thousand seven hundred and nine guilders. (Munsell's, Collections of the History of Albany, IV, 371-372).

o

This is the first evidence that we have, that a Jew ever owned real estate in New Netherland. Ownership of property was denied to Dandrada on March 14, 1656, because he was a Jew. However, the West India Company put pressure on Stuyvesant on February 15, 1655, insisting that the Jews had the right to own real estate.

See

On August 31, 1661 the first payment was made by Levy. Two months later, the last two payments were discharged. A dispute arose on November 15, 1661 as to the exact amount of property Asser Levy owned.

On September 7, 1662, the house was sold to R. Sandersen at a profit of 211 guilders. Levy probably purchased the house as an investment.

A new house and lot was bought by Asser Levy on September 15, 1664, in the village of Beverwyck.

See No. 190.

No. 169.

Sophia Van Wyckerslott declares that she had sold to Asser Levy all the goods which she is expecting by ship Beaver, in return for which Levy is to pay 75% advance on their cost in Holland.

1661, August 1:
Albany

Appeared before me Johannes La Montagne who declared that she (Sophia Van Wyckerslott) has sold and transferred to Mr.

Asser Levy, all the goods and merchandise, which she is expecting out of Patria by the ship Beaver, for which the aforesaid Asser Levy is holden to pay seventy five per cents advance on their cost in Holland, besides also the freight. (Munsell's Collections of the History of Albany, IV, 376).

— o —

Asser Levy had other dealings with Holland. He also represented Abraham Cohn of Holland in a suit against Pluyvier.

See No. 180.

No. 170

Janssen tells the clerk of the Albany court that he has received the first payment on the house, purchased by Asser Levy.

1661, August 31:
Albany

Appeared before me ... clerk of the Court of Fort Orange and Beverwyck, Marcelus Janssen (Van Bommel) who declared that he ... transferred ... the first payment on his house bought by Asser Levy. (Albany Court Records, Munsell's Collection of the History of Albany, IV, 380 - 1).

—o—

See No. 168.

No. 1711

The first payment on the house of Marcelis Janssen (Jansen) by Asser Levy is accepted by the clerk of the Albany court.

1661, Sept. 27:
Albany

Appeared before me Johannes La Montagne...
who declares that he has granted ... the
first payment of the house of Marcelis

Jansen by Asser Levy. (Munsell's Collections of the History of
Albany, Albany County Records, IV, 388).

— o —

See No. 168.

No. 172.

The wife of the plaintiff, Abraham Janzen, demands from the defendant Asser Levy, the three tubs of butter and six cheeses that was taken from her. Levy declares it was given to him by the Court of Fort Orange, in payment of a debt. Janzen is ordered to appear in court.

1661, October 11: Abraham Janzen, pltf. v/s Asser Levy, New Amsterdam deft. Pltf's. wife appearing in Court demands from defendant 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. (Records of New Amsterdam, III, 380).

— 0 —

There is no further mention of this case.

No. 172.

Asser Levy makes the last two payments on
the house purchased from Marcellus Janssen.

1661, November 1: Appeared before me, Johannes La Montagne ...
Albany declares by these present and he makes over
and pledges to Doctor Gysbert ... the last
the last two payments of his house, which Asser Levy has bought
at public sale. (Munsell's Collections of the History of Albany,
IV, 297).

— o —

The house now belongs to Asser Levy. He had paid for the
house in less than three months, even though he was given
three years to complete the payments. Levy appears to be
quite well-to-do at this time.

See No. 168.

No. 174

The plaintiff Corbyn, charges that Asser Levy, defendant, has taken more goods than is rightfully belonging to the defendant. The case is to be arbitrated.

1661, November 15: Abraham Pieterzen Corbyn, pltf. v/s
New Amsterdam 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 findings
to the Court. (Records of New Amsterdam, III, 408).

o

Since there are no further proceedings in court, it can
be assumed that the matter was arranged by the arbitrators
to the mutual satisfaction of both Corbyn and Levy.

See No. 168.

No. 175

Abraham Lucena is involved in litigation in regard to a house that he has rented.

1662, January 17: Joannes Witharet, Pltf. v/s Isaack Bedloo, New Amsterdam deft. Pltf. demands from deft. Payment of rent according to the lease made between him and Abraham Lucena, on which case the deft. has entered, producing extract therefrom. Deft. says he has not refused payment, inasmuch as Abraham Lucena has hired and occupied the house. Pltf. replies, that deft. told him, he should observe the conditions, which the Jew made with him. Deft. denies it, saying that Joannes van der Meulen was by, when the agreement was made between him and the pltf., but that van der Muelen says, he has forgotten it. Burgomasters and Schepens postpone the case until the next Court day, and order parties on both sides then to prove their statements as much as possible, and further that the deft. shall bring Joannes van der Meulen with him. (Records of New Amsterdam, IV, 9)

— o —

This is the first mention of Abraham Lucena, since June 8, 1660.

No. 176.

Pluyvier, the defendant, is in default in a suit instituted by Asser Levy, as representative of Abraham Cohn of Amsterdam. Levy demands the balance of the 1620 guilders, advanced to the defendant for bottomry bond and mortgage.

1662, April 18:
New Amsterdam

Asser Levy, Pltf. v/s Cornelius Pluyvier, deft. Deft in default. (Records of New Amsterdam, IV, 64).

— o —

Asser Levy, as representative of Abraham Cohn of Amsterdam, was given a mortgage by Cornelius Jansen Pluyvier. This transaction, described in a petition written on April 30, 1659, was in partial payment for the debt that Pluyvier owed Cohn. On May 2, 1662, the court ordered the defendant, Pluyvier, to pay the balance of 1620 guilders advanced to him by Cohn for bottomry bond and mortgage. Seven days later, Levy, asked for execution of the judgment obtained by the court.

No. 172

Lucas, the defendant, is in default in a suit instituted by Asser Levy.

1662, April 18:
New Amsterdam

Asser Levy, arrestant and pltf. v/s Sigismundus Lucas, arrested and deft. Deft. in default. The W. Court declares arrest valid.
(Records of New Amsterdam, IV, 63).

No. 178.

The court demands that the plaintiff, Pluyvier, pay Levy, the representative of Abraham Cohn of Amsterdam, the balance of the 1620 guilders advanced to the defendant for bottomry bond and mortgage.

1662, May 2:
New Amsterdam

Asser Levy, pltf. v/s Cornelius Pluyvier, deft. Pltf. as attorney of Abraham Cohn, Jew at Amsterdam in Europe, demands from the deft. sixteen hundred and twenty Guilders, which he the deft. has received on bottomry from the aboved named Cohn, according to the bottomry bond and mortgage, dated 30 April 1659, being therefore and exhibited to the W: Court. Deft. acknowledges to have received the same; thereupon is paid four hundred and sixty guilders and passed in assignment in favor of pltf. Pltf. says, he has not accepted the assignment as payment. Deft. demands the assignment back as he is going upwards, may execute the same. Pltf. returning demands imprisonment or exhibition of goods. The W: Court condemn the deft. to pay and satisfy the pltf. in his quality for the balance. (Records of New Amsterdam, IV, 73).

See No. 176.

No. 179.

Levy drew two notes against Aucke Jansen (Jans).

1662, May 2:
New Amsterdam

For Asser Levy drew two Notes against Auke Jans for the sum of fl. 412.4 Wampum, payable before the departure of this year's ships. Owes.....fl. 1.10. ("Minutes of the Notary Public, Solomon La Chai, January 20, 1661, to May 23, 1664" in office of City Clerk of New York, 227); Found in PAJHS, XVIII, [1909], 90.

_____o_____

On February 14, 1665, Asser Levy brought a suit against Aucke Jansen, because the defendant's daughter had not satisfied her obligations to him, the plaintiff.

See N/o. 181.

No. 180.

Asser Levy as representative of Abraham Cohn of Amsterdam, requests that the defendant Pluyvier pay him, the plaintiff 1620 guilders.

1662, May 9:
New Amsterdam

Asser Levy entering requests execution of the judgment, which he obtained against Cornelius Pluyvier, dated 2 May last. The W; Court order the Baliff to put these in execution. (Records of New Amsterdam, IV, 80).

_____o_____

See No. 176.

No. 181.

Asser Levy drew up a notarial obligation
against Aucke Jansen (Auke Jans).

1662, June 5:
New Amsterdam

On the 5th June (1662) went with Asser
Levy over to the Ferry and there drew up
a notarial obligation against Auke Jans.
For my attendance and journey.....fl. 2
For writing the obligation.....1,10

Wrote another obligation for Asser Levy against Evert Dirckx van
Nas for the sum of fl. 30.....1.
(Minutes of the Notary Public, Solomon da Charr, 306; Found in
PAJHS, XVIII, [1909], 91).

— 0 —

See No. 179.

No. / 82

Asser Levy has sent four letters and four invoices to Holland.

1662, September 4:
New Amsterdam

About Sept. 4, 1662

For Asser Levy four letters to Patria, each
two pages; one guilder 10 stiv. a page
.....12

Also 4 invoices and closing and sealing same..... 6
(Minutes of Notary Public, Solomon La Chaire, 382; Found in
PAJHS, XVIII, [1909], 91).

_____o_____

Levy evidently had many dealings with Holland. He represented Abraham Cohn of Amsterdam against Cornelius Jansen Pluiyvier as early as April 30, 1659.

No. 183.

Asser Levy sold his house to Robert Sandersen for 1,920 guilders.

1662, September 7: Albany Asser Levy to said Robert Sandersen has sold a house and lot (for 1,920 guilders) lying in the Village of Beverwyck on the hill, the same that he, the seller, bought of Marceyls Janse at public sale. (Munsell's Collection of the History of Albany, IV, 308 - 309).

— 0 —

On September 15, 1664, Asser Levy was granted another house and lot in the village of Beverwyck. Levy probably bought real estate for an investment. Levy made a profit of 211 guilders on the house that he sold.

See No. 168.

No. 184.

The court orders that Wessels, the Collector of Excise on wine and beer should give Asser Levy, the plaintiff, a permit "for four ankers of Brandy and two bottle cases".

1662, December 19:
New Amsterdam

Asser Levy, pltf. v/s Wernaer Wessels, deft. Pltf. says, that deft. refuses to give him a permit for four ankers of brandy and two bottle cases bought

on the ship lying in this road, although he has paid Burgher excise, for what he consumed and offers to give it on what he sold. Deft. requests, that the Magistrates shall be pleased to agree according to Ordinance enacted on the matter of Burgher excise of beer and wine dated 6th December, 1656 and maintains, that the deft. is bound to pay consumption money. Burgomasters and Schepens decree, that the pltf. may enter the wine and deft. is bound to give a permit therefor. (Records of New Amsterdam, IV, 173).

— 0 —

On August 22, 1658, Asser Levy stated that an Indian took a brandy cask belonging to him. Levy was probably a merchant engaged in the sale of brandy, among other items. Wessels had many disputes with other Jews in the colony: Jacob Barsimson, Jacob Cohen and David Ferera.

See Nos. 50, 121, 142.

No. 185.

Asser Levy, as the agent of Abraham Cohn, asks that he be able to attach the rent of Pluyvier, in order to have the house repaired. Pluyvier is summoned by the court.

1663, April 3:
New Amsterdam

Asser Levy appearing in the Court says, he has attachrd the rent belonging to Cornelius Pluyvier in the hands of David Provoost's widow to the sum of Fl 120 and requests that the attachment be declared valid and that he may be allowed to lift the same in order to have the house repaired, which is falling. The W; Court order him to summon Cornelius Pluyvier. (Records of New Amsterdam, IV, 221).

—o—

See No. 180.

No. 186.

The Directors of the West India Company ask Stuyvesant that the payment due to Joseph Frances since 1660 by Van Ruyven be sent to the Jew, now living in Amsterdam.

1663, April 16:
Amsterdam

Joseph Frances, Jewish merchant, who has resided there some time has informed us that in the year 1660 he made a sale to the Secretary van Ruyven for account of the Company, payable partly in zeewant and partly in beavers during the business season, and as it has not yet been followed by payment, he therefore asks us to write to your Honors so that he may obtain his payment out of the first receipts there in the country. Which, if it is as he has claimed, it is recommended he be accommodated at the first opportunity. (Documents Relating to the Colonial History of New York, XIV, 525).

—o—

According to Oppenheim, Joseph Frances, a Jewish merchant, resided in New Amsterdam about 1660. (PAJHS, XVIII, [1909], 67).

—o—

This is our only reference to Joseph Frances. He probably came to New Amsterdam on a business trip and returned shortly thereafter to Amsterdam.

No. 187.

Aertsz and Harmensz, as executors of a Holland estate, are to satisfy a debt to Asser Levy out of the estate of Barentsz, for a debt contracted by Jan Barentsz, a New Amsterdam baker.

1663, August 7:
Albany

On this day, the 7th of August 1663 before me, Dirck van Schelluy ne, notary public, and before the afternamed witnesses, Jan Barentsz, baker here, and acknowledged that he was well and truly indebted to Jochen Wessels, also baker here, in the sum of two hundred and sixty-four Carolus guilders Holland money to be paid in Holland, growing out of the purchase and delivery of good wheat delivered to him to his satisfaction last year 1662; which said sum of two hundred and sixty-four guilders Holland money he, the appearer, hereby requests and charges Lucas Aertsz, smith, and Mathys Harmensz, shoemaker, his uncles and guardians dwelling at Swol in Overijssel, to satisfy and pay to Assur Levi, the Jew, or to his heirs and successors, (the lawful holders of this), out of his inheritance which came to him by the death & decease of Barentsz. (Bond of Jan Barentsen Dulleman to Jochem Wesselsen; Notarial Papers 1 and 2 [1660 - 1696] Early Records of City and County of Albany and Colony of Rensselaerswyck, III, 239, 240).

No. 187^a

Nevius, the plaintiff, demands 27 guilders, five stivers in beaver, from Gabrye, the defendant, who was agent for Abraham Lucena.

1663, September 11:
New Amsterdam

Joannes Nevius, pltf. v/s Tymotheus Gabry, deft. Ptf. as Vendu Master demands from deft. payment of the sum of five hundred and fifty guilders eighteen stivers in seawant and again three hundred and sixty one guilders fifteen stivers in beavers for goods bought by deft. at auction; further twenty seven guilders five stivers also in beaver, which he accepted to pay for Abraham Lucena. Deft. admits the debt; requests in writing, that it may be good against the Company and if the estate be not indebted to the Company, the same will be promptly paid by the Company. Pltf. replying demands payment and that the defendant shall be condemned to satisfy and pay him the sum demanded on pain of immediate execution according to the condition of the sale, saying the curators will not have anything to do with any transfers. Burgomasters and Schepens condemn the deft. promptly to satisfy and pay the demanded sum and admitted debt. (Records of New Amsterdam, IV, 299).

No. 188.

William Beeckman writes to Director Stuyvesant mentioning that a ship arrived with a man by the name of Israel.

1663, December 5:
New Amsterdam

I heard at New-Amstel yesterday, that Mr. d'Hinojossa would send as quickly as possible a savage to your Honble Worships, as His Honor arrived here in the ship "de Purmerlander Kerck" on the evening of the 3d inst. together with Peter Alrichs and Israel, who went away with Miss Printz, as members of the high Council, and about 150 souls. (Letter William Beeckman to Director Stuyvesant; Return of Director D'Hinojossa to New Amstel; Immigrant; Documents Relating to the Colonial History of the State of New York, XII, 447).

— 0 —

In 1656 the city of Amsterdam bought a large plot of ground along the Delaware river and established there a colony called New Amstel. William Beekman, an old and respected inhabitant of New Amsterdam, was vice-director on the South River. (Raesly, Portrait of New Netherland, 113).

Perhaps this is Isack Israel who traded on the South River previously with Cardose. If Israel was a member of the high Council, it is probable that he was not a Jew.

No. 189.

Asser Levy loans the city 100 florins
for fortification. He is to receive 10%
interest.

1664, February 24: Loan for the Fortification of the City.
New Amsterdam To receive 10% interest.
Asser Levy.....fl 100.
(Records of New Amsterdam, V, 351).

o

The wealthiest inhabitants of New Amsterdam are included in this
list. Asser Levy is the only Jew mentioned. (PAJHS, VII, (), 17).

No. 190.

Asser Levy purchases a home and lot in the village of Beverwyck.

1664, September 15:
Albany

Appeared before me Johannes La Montagne..
.. who declares that he has granted and transferred as by these present, he does grant and transfer, in real and actual possession to and for the behoof of Asser Levy, merchant of Amsterdam in New Netherland, his heirs or assigns, a house and lot lying in the village of Beverwyck, aforesaid on the hill, adjoining to the north Gerret Slichtenhorst, to the south the lot of Claes Ripse (Van Dam).
(Munsell's Collections of the History of Albany, IV, 362).

— o —

See No. 168.

No. 191.

Levy, the plaintiff, and Doeckles, the defendant, are in default in a suit.

1664, October 3:
New Amsterdam

Asser Levy, arrestrant and pltf. v/s Willem Doeckles, arrested and deft. Both in default. (Records of New Amsterdam, V, 132).

_____o_____

There is no further mention of this case.

No. 192.

Levy, the plaintiff, and Paltier, the defendant, are in default in a suit.

1664, October 11:
New Amsterdam

Asser Levy arrestrant and pltf. v/s Pieter Paltier, arrested and deft. Both in default. (Records of New Amsterdam, V, 137).

NEW YORK

No. 193.

The names of Asser Levy (levi) and Israel Jacob are included in a list of names of the Dutch who swore allegiance to the English after the surrencher of New York.

1664, October 21,22, 24, 26: A Catalogue Alphabeticall of ye
New York Names of such Inhabitants of New Yorke
& c as took the Oath to bee true sub-
jects to His Majestie,....Israel Jacob...Asser Levi (Names of the
Dutch who swore allegiance after the surrender of New York. New
York Papers, I,5; Documents Relating to the Colonial History of
New York, III, 74,75,76).

— 0 —

Even though Oppenheim states that Israel Jacob is Jewish, there is no evidence to substantiate that theory (PAJHS, XVIII, [1909] 64). There were definitely other Jews in New York who did not take this oath. Perhaps, they could not reconcile themselves to English rule

No. 194.

Stevenzen, the plaintiff, demands a two-year old calf from Asser Levy. Even though Levy denied any contract on the basis of a sale with the plaintiff, the court orders the defendant to give the plaintiff a calf of four months.

1664, November 22:
New York

Joris Stevenzen, pltf. v/s Asser Levy, deft. Pltf. demands from deft a $\frac{1}{2}$ calf of two years. Deft. says he does not know why he owes it. Pltf. replies: he sold the deft.

an ox for a cow and a calf. Deft. denies it: saying that the pltf. made such contract with Hermen, the Serfeant. Burgomasters and Schepens having heard parties, decree; whereas the pltf. never sued the deft. or Hermen, the Serjeant, herein before, that the deft. shall deliver the pltf. a calf of four to five months. (Records of New Amsterdam, V, 158).

— 0 —

See No. 195.

No. 195.

Elbertsen testifies that he heard Asser Levy make a contract with Stevenzen. The Court persist in their rendered judgment that the defendant give the plaintiff a calf of four month.

1664, November 29:
New York

Joris Stevenzen, pltf. v/s Asser Levy, deft. Pltf. produces a declaration of Gysbert Elbertsen, who states, that he heard, that the pltf. had said to the deft. Asser, I hold you for the man; and that Asser thereupon answered, Tis well, I shall manage, so that you obtain a calf. Deft. says, he does not know the man. Burgomasters and Schepens persist in their rendered judgment. (Records of New Amsterdam, V, 164).

— 0 —

See No. 194.

No. 196.

Asser Levy, plaintiff, and Van der Linde, defendant, are in default.

1664, December 6:
New York

Asser Levy, arrestant and pltf. v/s Joost van der Linde, arrested and deft. Both in default. (Records of New Amsterdam, V, 168)

No. 197.

Asser Levy brought suit against Bayart because the defendant had hired Levy's maid Aucke Jansen's daughter before she had satisfied her time to the plaintiff. Aucke Jansen is summoned.

1664, December 20:
New York

Asser Levy pltf. v/s Balthazar Bayart, deft. Pltf. says he hired Aucke Jansen's daughter until next May and that deft's wife hired her again before the time had expired, demanding that the maid shall serve out her time, or give reasons whi she leaves him. Deft. says that the maid came to his wife and asked her, if she would hire her, whereunto she answered yes, if she were free from her mistress; otherwise not; and that the gir's father had to him and sent him a letter, which he shewed to the pltf..Burgomasters and Schepens decree, that Aucke Jans, the girl's father shall appear here at the next Court, and give reasons, why he has taken his daughter from the pltf. before the expiration ofmthe time time she was hired to the deft. and in default thereof, the girl shall have to return to the pltf's service. (Records of New Amsterdam, V, 176 - 177).

0

On January 31, 1665, Asser Levy asked that the court order be enforced, and Aucke Jansen should show cause why he took his daughter away from the plaintiff "before the time of engagement was lapsed". Because Jansen did not obey the order, Levy attached the money of Jansen on February 14, 1665, in the hands of Jan Brouwer. The Court declared the attachment valid. The mention of Levy's mistress need not indicate that Asser was married at this time. The mistress may have been the woman in charge of his household.

No. 198.

Asser Levy asked that the court order of December 20, 1664, be enforced, that Aucke Jansen (Jans) should show cause why he took his daughter away from the plaintiff before the time of engagement has lapsed.

1665, January 31:
New York

Asser Levy entering represents, that Aucke Jans did not obey the order of the last Court day to shew cause, why he took his daughter away from him, and that the daughter has gone to live with Balthazar Bayard at the Bay. The W. Court decree to notify Aucke Jans by legal note, to come hither and shew cause, why he took away his daughter from Asser before the time of engagement was lapsed. (Records of New Amsterdam, V, 183).

— o —

See No. 197,

No. 199.

Asser Levy attached the money of Aucke Jansen (Jans) in the hands of Jan Brouwer, because the defendant's daughter had broken her contract with the plaintiff.

1665, February 14:
New York

Asser Levy represents, that he sent a legal letter to the Court of Amersfoort to notify Aucke Jans that he must obey the order of this Court dated 17th January last, and says, he has not obtained any result therefrom. He requests to know, what further remain for him to do? it is decreed to send another legal letter to the aforesaid Magistracy about the Aforesaid matter. Asser Levy further communicates, that he has attached the monies of Aucke Jans in the Hands of Jan Brouwer, which attachment he prays may be declared valid. The W: Court declares the attachment valid. (Records of New Amsterdam, V, 188).

— 0 —

See No. 197.

No. 100.

Asser Levy is assessed two florins.

1665, April 19:
New York

List of Burghers and inhabitants that
are assessed.

Asser Levy.....Fl. 2
(Records of New Amsterdam, V, 222).

_____o_____

No. 201.

Asser Levy is accepted as a sworn butcher.

1665, October 31:
New York

No persons, but petitioners, shall slaughter within this city and therefore the following act is granted

them: - Know all men by these presents, that by Us, the Mayor and Aldermen of the City of New Yorke are continued and chosen anew and accepted as sworn butchers; to wit Eghbert Meynderts, Assur Levy, Roelof Jans van Mepole, Gerrit Jansen Roos, Jan van Haerlem, Pieter Jansen, Gerrit Vulevever and Cornelius Jorissen, who are hereby authorized and directed to slaughter all cattle within thia city, and may collect for fees for each ox or cow six guilders and furthur from small cattle what was allowed them by the late Burgomasters herefor in the date of 3d of Nov 1662. And all and every are hereby expressly interdicted and forbidden to slaughter any cattle, whether large or small. of what decription whatsoever there may be, within this city, unless with the general consent of the abovenamed sworn butchers, under a penelty hereupon previously enacted. Ady, as above. (Records of New Amsterdam, V, 312).

— 0 —

Asser Levy was sworn in as a butcher on October 15, 1660. At that time he was excused from killing hogs, as it was contrary to his religion. Here there is no such provision.

No. 202.

Levy, plaintiff, and Howard, defendant,
are in default.

1665, November 14:
New York

Assur Levy, Pltf v/s Eduwart Houward, deft.
Both in default. (Records of New Amsterdam,
V, 316).

No. 203.

The court orders the court messenger of Harlem (Hearlem) to bring in a copy of the judgment in the case of Asser Levy against La Montagne, as rendered in the Harlem court.

1665, November 21:
New York

Assur Levy pltf. v/s Johannes Vernelje, deft. Pltf. say he had delivered to deft. as Court Messenger of the Village of Hearlem, a judgment he pltf. had obtained there against Jan Montagne, to serve the same on sd Montagne. He requests that the same be returned. Deft. admits having received it and says that after he had served notice thereof on the said Montagne he delivered the same up to him. The W: Court having heard parties, excuse the deft. for this time as he declares he acted through ignorance, and warn him for the future to do so no more and order Jan Montagn (who is also present and acknowledges to have received it) to bring with him the abovenamed judgment by the next Court day. Ady as Above. (Records of New Amsterdam, V, 322).

— 0 —

See Nos. 205, 206.

No. 204.

Asser (Assur) Levy brings a suit against Thomas Exton for debt of two beavers. The defendant is in default.

1665, November 21:
New York

Assur Levy, pltf. v/s Thomas Exton, deft.
Defts. 2nd default. (Records of New Amsterdam, V, 323).

— o —

See No. 207.

No. 205.

Asser (Assur) Levy asked that La Montagne pay him eight heads of old goats. The court asks for the judgment, originally rendered by the Court of Harlem (Hearlen

1665, November 27:
New York

Assur Levy, Pltf. v/s Johannes La Montagne, deft. Pltf. says, he heretofore delivered deft. on half the increase,

42 head of goats, and that they were reduced by death with deft. to 7 head which he, with defts consent, sold to Gysbert van Imburge decs, for which loss he agreed with deft. on arbitration, that deft. should pay him in Nov of last year 8 heads of old goats, whereupon he, also, obtained judgement against deft. at N. Haerlem; he requests now, that deft. shall be condemned to pay the same with this year's increase, together with the costs herein accrued. Deft. answering says, that the abovementioned goats were not refused to be paid, on condition that the pltf. restored to him the butter etc. the produce of the 7 goats which he sold Mr. Gysbert before the expiration of the contract, on which he had received the goats - deft. also declares he obtained judgement against the pltf. at Haerlem (copy of) which judgement he applied for repeatedly to the Commissaries thereof, but he had not been able to receive it. Pltf. replying says, that by the aforesaid agreement made by arbitration all previous questions relative to the goats are disposed of. He also denies, that the deft. obtained any judgement against him in this case. The W: Court having heard the verbal debates of the parties grant them 8 days time to agree with each other; If not deft. is ordered to hand the judgement acknowledged to have been obtained by Assur Lvy against him and remaining in his possession, and that by the next Court day, by which time the W: court shal stand for the protocol of N: Haerlem to examine the judgement, which deft. pretends to have obtained against the pltf. and definitive judgement shall be granted. Ady as above. (Records of New Amsterdam, V, 320).

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See Nos. 203, 206.

No. 206.

The terms of agreement between Levy, plaintiff, and La Montagne, the defendant, in a suit concerning goats, etc.

1665, November 27:
New York

On the 27th of 9ber appeared before me, Nicoles Bayard, the above mentioned pltf. Assur Levy, whodeclares that he agreed with the deft Johan Montagne thatb deft. should pay him for his claim 8 goats, 2 wethers, 150 ps. of firewood and 2 cocks provided the pltf. paid the costs of this suit, except the loss of Daniel Terneur's and Jan Pietersen's time, when they were summoned here as witnesses. Ady as above. (Records of New Amsterdam, V, 351).

— o —

See Nos. 203, 205, 206.

No. 207.

The court orders Thomas Exton, defendant, to pay the plaintiff, Asser(Assur) Levy, a debt of two beavers plus the cost of the suit.

1665, December 12:
New York

Assur Levy, pltf. v/s Thomas Exton, defft.
The defft. 3d default. The pltf. declares that the defft. is indebted to him the summe twoe bevers desireinge that the defft. may be ordered to pay his debt besides the Costs of the Court. The Court doe order the defft. to make satisfaction to the pltf. betwixt this Court day and next Court, besides the costs of the suit. As above. (Records of New Amsterdam, V, 324).

— o —

See No. 204.

No. 208

Rabba Cooty (Boti), plaintiff, brings suit against Francis Constable. The court orders that Cooty's goods be put into the King's warehouse in New York. Two impartial people shall judge if the goods are damaged.

1666, December 28:
New York

Att a Mayors Court held at N. York. Rabba Boti, Plt. v/s Francis Constable, Def. Upon hearing both parties, the Court hath thought fitt and ordered that the Plt. goods shall be landed here and put into the Kings warehouse or some other Convenient place, till two persons Indifferently Chosen betwixt them, shall view them & give thier Reports whether they find, they have Received any damage or not. Was Suscribed, Jo: Rider (Records of New Amsterdam, VI, 51).

— 0 —

This is our first reference to Rabba Cooty. He is mentioned in seven other items until his departure about June 19, 1671. Cooty appears only once with another Jew: Asser Levy on March 8, 1671.

No. 209.

Asser (Assur) Levy brings a suit against Bayard for the damage to the plaintiff's fencing by the defendant's hogs. The court appoints two arbitrators to decide by whose fault the damage occurred.

1667, January 15
New York

Assur Levy, plts. v/s Niclis Bayard, deft.
Plt's demands 3 beavers for fencing injured
by defendant's hogs pursuant to award of
Madm Bedloo and Catrina Hooglant. Parties veing heard, Mr. Johannes
van Brugh and Mr. Isaacq Bedloo are hereby authorized to examine
whether the fence between said Assur and Bayard was well cared for
by him Assur and by whose fault the damage occurred. (Records of
New Amsterdam ~~VI~~ VI, 53, 54).

— 0 —

See No. 211.

No. 2/2

Arbitrators are appointed to reconcile the differences between Levy, plaintiff, and Gabrie, the defendant.

1667, January 18:
New York

In the matter in question between Assur Levy, pltf., v/sb Timothy Gabrie, deft., arising out of a case in a/c. the W: Court authorized as arbitrators Mr. Johannes van Brugh and Sieur Jacob Peyseler, who are requested to examine and review the a/cs of parties and if possible to determine the difference and reconcile parties; if not, to report to the W: Court. (Records of New Amsterdam, VI, 79 - 80-).

— o —

See No. 221.

No. 211.

Arbitrators are ordered to bring in a decision with respect to damages of fencing in the case of Levy and Bayard.

1667, January 29:
New York

Assur Levy pltf. v/s Nicolaes Bayard, deft. Having seen, in the arguments between parties on both sides, the reasons given by Sieurs Johannes van Brugh and Isaacq Bedloo, after inspecting the fences between them both, the above Sieurs are hereby ordered to bring in by the next Court day what they think of the fence and whose fault it is that the damage happened to Assur Levy's place. (Records of New Amsterdam, VI, 55).

— 0 —

See No. 209.

No. 2/2.

In payment of a debt, Asser (Assur)
Levy attaches the money of Burger Joris
in Patrick Hayes' hands.

1667, March 26:
New York

Assur Levy appearing inn Court reports
having attached certain monies of Burger
Joris in Patrick Hayes' hands: he re-
quests the same be declared valid. The W: Court declare the attach-
ment valid and order Burger Joris to appear or send an attorney
within three weeks to defend the said attachment. (Records of New
Amsterdam VI, 66).

No. 2/3.

Two impartial judges are appointed by the Court to determine the amount of pipe staves that Coely delivered to Rabba Cooty, the plaintiff.

1667, June 11:
New York

Rabba Cooty, Plt: v/s John Coely deft:
The Plt: demands of the deft. 3245 pipe Staves, Whereas the deft. hath delivered him a parcel of staves at 5 score in the hundred, & the Common Number by al merchants is 6 Score,-- the deft: answers, & makes it appeare, that he Was agreed that the staves should be delivered at 5 score in the hundred, & desired that two Indifferent persons might be appointed for to View the Staves, which this deft: yet is bound to deliver, Whether they be not good accordinge to Covenant. The Court haveing heard both Parties did decree, that the Staves should be dilvered at 5 score in the hundred, & doe appoint Jan Jansen Van Breeste & Jurian Janses van Auwryck. to view the Staves whether they be according to Covenant or nor. (Records of New Amsterdam, VI, 74-75).

No. 214.

Rabba Cooty wins his suit for 361 pounds of hard bread and flour from the defendant Reinder van der Coele. This was in return for molasses, which Cooty had delivered to van der Coele.

1667, June 11:
New York

Rabba Cooty, pltf. and arrestant v/s Reinder van der Coele, arrested and deft. Pltf. demands from deft. 361 lbs. of hard bread

and wheat flour by balance of an a/c of molasses delivered to deft., with costs incurred herein. M. Balthazar de Haert appearing in place of deft. says, too little wheat was reckoned for the barrels of molasses. Pltf. replying says and proves that deft. finally agreed about the wheat. Parties being heard by the W. Court they condemn the deft. to pay the said 361. lbs. hard bread and flour, with costs. Marginal out. (Records of New Amsterdam, III, 74-75).

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Cooty probably had taken the molasses from the West Indies.

No. 215.

Huychen admits his debt of 87 florins to Asser (Assur) Levy for rent.

1667, October 15:
New York.

Assur Levy, pltf. v/s William Huychen, deft
Pltf. demands from deft. fl. 87. zewant
balance of rent with costs. Deft. admits
the debt and requests ~~3~~ with costs. (Records of New Amsterdam,
VI, 98).

_____°_____

Asser Levy probably rented rooms or a house.

See No. 216,

No. 216.

Levy and Huychen are in default in the case concerning rent owed to the plaintiff.

1667, October 22:
New York

Assur Levy, pltf. v/s Willem Huycken, def.
Both parties default. (Records of New Am -
sterdam, VI, 99).

—o—

See No. 215.

No. 217.

Richard Levy is a witness in a case concerning "ye knocking down of Serjent Dondell".

1667, December 7:
New York

The examination of several person concerning ye knocking down of Serjent Dondell in yu quaters and at a Court Marshall held the

7th day of december, in Fort James, 1667.

Anthony Snooks says the Serjent told him he was the Round.

Richard Perot, Henry Jansen and Richard Levy all say the same. (Abstract of Wills Liber 1-2 294; Collections 1892 N.Y. Historical Society Publication I 79-80).

o

There is no mention of Richard Levy's religion. He was possibly a Jew.

No. 218.

Rabba Cooty, the plaintiff, charges that Hendrick Van Vueren mixed Rye and peas in the flour he delivered to the plaintiff. The defendant claimed that he was ordered to do so by Balthazar d' Haert.

1668, October 2:
New York

Rabba Cooty, Plt: v/s Hendrick Van Vueren, deft: The Plt: makinge his Comp: by Declaration in Writing. The

deft: Confessed that he mixed 10 Schippel Rye & 2 Schipples of Pease, in the flower he delivered to the Plt: and Saith further that he did do it by order of Mr. Balthazar d' Haert, and did Likewise Deliver al the said flower as a servant of the sd Balthus. The Worshippfull court Did Order that the deft: should Proeve What he now alledgeth: that he did it by Mr. Balthus his order, and bring his proefe this ensuinge Court day. (Records of New Amsterdam, VI, 149).

— 0 —

On October 20, 1668, a witness testified that d' Haert had justified his action of delivering impure flour to Cooty, because the latter was a develish Jew. Eight days later, the court asked both Cooty and Van Veuren to pay costs of the court suit.

No. 219.

Cooty (Cuty) again declares that he received impure flour from Van Veu-
ren. The defendant claims he was
ordered to do so by Mr. Balthazar
d'Haert. One witness states that
d'Haert justified this act because
it was for "a devilish Jew". Both
the defendant and plaintiff are to
pay the cost of the suit.

1668, October 20:
New York

Rabba Cuty, plt. v/s Hendrick Van
Veuren, Deft. The Plt. declareth
that the Deft. Delivered him a

parcel of flower to the Quantity of 44 lb. Wct flower was to be
found to be no flower but Bran and Meal as it Comes out of the
Mil oy Wch he is greatly Ramnified, and prayeth this court to
Ordr the Deft. to make Delivery of soo much good flower and damag-
es wth Cost. The deft. replies that al the meal he delivered to
the Plt. was Delivered by him as a Servant to Mr. Balthaz D'haert
who paid him for his Worke. The Jury brought in their Verdict for
the Defendt, and the Plt. to pay Coct of Suite. The Court ordered
that Judgment should be entred accordingly...Lowrena Van der
Spiegel declares on oath, that Mr. Balthazar told him, deponet,
that he may make the flour, which he is to deliver the Jew on his
c/c as coarse as he pleased, it only being for a devilish Jew.
Pieter Jansen, miller, being sworn declares, that a considerable
time ago a parcel of wheat was sent to the mill by young Hendk.
The baker among which he saw some rye, but does not know how much
and that Mr. Balthazr de Haert paid him for grinding. Annica
Andries beinge sworne in Court declared as pr deposition in writ-
ing. (Records of New Amsterdam, VI, 151,152).

o

Apparently D'Haert believed that cheating a Jew was justified. Is
the judgement of this case to be interpreted, that the defendant
won the case and the plaintiff was to pay the cost of the suit?
Or were both plaintiff and defendant to share the cost of the
suit.

No. 220.

Both Cooty (Cuty), plaintiff, and Van Veuren are to pay costs of the court suit arising out of the claim that the defendant had delivered the plaintiff impure flower.

1668, October 28:
New York

Rabba Cuty, Plt. v/s Hendrick Van Veuren, Def. The Pls. declareth that the Def. Delivered him a parcel of flower to the Quantity of 44 lb. W. flower was found to be no flower but Bran & Meal as it comes out of the Mill by Wcw. he is greatly Damnified, and prayeth this Court to Order the Deft. to make Delivery of so much good flowere and damages with Cost. The deft. replies that al the meal he delivered to the Plt. was delivered by him as a Servant to M. Balthaz. D'haert who paid him for his Worke. The Jury beought in their Verdict for the Defendant and the Plt. to pay Cost of Suite. The Court ordered that Judgment should be entred accordingly. (Records of New Amsterdam, VI, 151).

— 0 —

Apparently Van Veuren was not to blame, because he acted in behalf of D'Haert. It is surprising that no action was taken against the latter for his cheating.

See No. 218.

No. 221.

A different arbitrator is appointed to reconcile the differences between Levy, plaintiff, and Gabrie, the defendant.

1668/9 January 12:
New York

Assur Levy appearing in Court makes known, that the W: Court on the 18th of June 1667 had nominated as arbitrators in the matter in question between the aforesaid Assur Levy, plts., and Timotheus Gabrie, deft. in the case of a/c., Siewurs Johannes Van Brugh and Jacob Lyseler, but says, that the abovenamed Leyseler has gone away before the transaction of the business-- requesting that the W: Court may elect another person in his place. The W: Court elected Sieur Johannes de Peyster in place of Sieur Jacob Leyseler. Ady as above. (Records of New Amsterdam, VI, 162).

— 0 —

See No. 210.

No. 222.

Levy, the plaintiff, is in default and
Levy, plaintiff, and Anthony Jansen are in
default.

1669, April 6:
New York

Assur Levy, Plt: v/s Anthony Jansen, def:
Both default. (Records of New Amsterdam,
VI, 176).

_____o_____

See No. 223.

No. 223,

Levy, the plaintiff, is in default and nonsuited is his case against Anthony Jansen.

1669, July 6:
New York

Assur Levy, plt: v/s Anthony Jansen, deft.
the plt default & Nonsuited. (Records
of New Amsterdam, VI, 185).

_____o_____

See No. 222.

No. 224.

Asser (Assur) Levy is one of the guardians of the minor children of Wessel Evertson.

1670, March 1:
New York

Assur Levy and Thomas Lammertsen, guardians of the minor children of Wessel Evertson pliffs. against Claes Jansen Stauast, deft. Pltffs in quality as aforesaid demand, that def. may be ordered to quit their house on the first of May next, unless he, deft., can prove that he hired it longer. The Worshippl. Court having heard parties order, that the defendt. shall be preferred for the hire of the Pltfs. house, provided he pay as much rent as the Plts. were offered from others. (Records of New Amsterdam, VI, 22L-1).

o

Wessel Evertsen (Visser) cam to N.N. in the service of the W.I. Company and afterwards commanded the Company's yacht St. Martin. He married in the spring of 1643 Grietje Bouwens, by whom he had six children. (ibid. p. 2201).

o

Levy is a very prominent citizen at the time.

No. 225.

Asser Levy (Leevy) van Sivelen is a witness to a contract of sale.

1670, July 19:
Albany

The said contracting parties, each for himself, promise to execute and perform what is hereinbefore written, for which they find their persons and Estates, nothing excepted, subjecting the same to the jurisdiction of all lords, courts, tribunals and judges, and in confirmation thereof they have subscribed this with their own hands without fraud or deceit (in presence of Harmen Rutgers and Asser Levy van Sivelen as witnesses hereto)

Herman Rutgers
Asser Leevy

(Contract of sale between Jochem Wesselsen and Volckert Janses Down of a house and two lots on High street in New York; National Papers I & II, 1660-1696; Early Records of the City and County of Albany and Colony of Rensselaerswyck, III, 375).

— 0 —

This is the first time that we find van Swelm added to Asser Levy's name. Perhaps, this indicates that he came originally from Schwelm, Westphalia.

No. 226.

Asser Levy is assessed thirty flouins.

1670, August 18: By order of the right honorable general
Albany it is resolved by the honorable court
to make an assessment. Therefore, it is
decided that the following persons shall pay towards the
needs of the place:

Capt. de Laval	fl. 100
Asser Levy	30
Mr. Hansen's daughter ...	25

(Court Minutes of Albany, I, 179).

Capt. de Laval and Mr. Hansen's daughter are not Jewish.
The former was the highest assessed; the latter, the lowest.
Asser Levy's assessment was not very much, in comparison to
Laval's.

No. 228.

Jews lends money to the Lutherans, for the building of their first church in New York. Christian Peters, a Lutheran congregant, becomes surety to Asser Levy for the loan.

1671 : The First Lutheran Church was built in
New York 1671 "outside the city gate because
ground was cheap there was paid by money
borrowed from the Jews. Christian Peters one of the Lutheran
congregation became surety to Asser Levy for the loan." (A.
Grabner, Geschichte der Luth Kirche, St. Louis /1891/, I, 62).

_____o_____

No source is given for this statement.

No. 229.

Thomas Sprey, defendent, is ordered to pay Asser (Assur) Levy, the plaintiff, his debt of 178 flouns.

1671 January 17: Assur Levy, Plt. v/s Thomas Sprey, or, New York deft. The plt. demands of the Deft. the summe of f. 178 in Wampum with Cost. The deft. owes the debt. The court ordered the deft. immediately to give in sufficient security for the payment of the sd. debt within the space of two months, together with cost of Suit. (Records of New Amsterdam VI, 278).

o

See No. 231.

No. 230.

Asser (Assur) Levy is authorized to be an administrator of the late Jan Hendricksen Steelman's Estate

1671, February 8: Symon Jansⁿ. Romeyn and Assur Levy come into Court, who were here authorized by the Woshippff. Mayr, to bury the dead body of the decd. Jan Hendricksen Stellman, and delivering the account of Expences incurred thereon amounting to the sum of three hundred and eighty eight guildrs. and four stivers in zeewan. and further to Mr. Hans Kiersteede for medicines the sum of twenty seven guilders in zeewan. they request, that said Expenses may be liquidated and paid out of the first and earliest monies; whereupon it is ordered by the W. Court; The curators of the residuary estate of Jan Hendricksen Steelman deceased are hereby required to pay the said accounts as preferred funeral expenses before all others, from the first effects. (Records of New Amsterdam, VI-272).

o

This is the first time in New York that a Jew was appointed an administrator of an estate.

See No. 252.

No. 231.

Thomas Sprey is in default, in a
suit instituted by Asser (Assur) Levy,
plaintiff, concerning a debt of 178 flouris.

1671, February 8: Assur Levy, plt. v/s Thomas Sprey
New York deft. The Deft. remained ye.
first Court day default. (Records of
New Amsterdam, VI, 271).

o

See No. 229.

No. 2 3 2.

Arent Lintsman, defendant, is in default,
in a suit brought by Asser (Assur) Levy,
plaintiff.

1671, February 8:
New York

Assur Levy, Pltff. v/s Arent Lintsman, Deft.
ye. first default. (Records of New
Amsterdam, VI, 271).

No. 232.

Asser (Assur) Levy brings a suit
against Engell Ottos. The defendant
is in default.

1671, February 8:
New York

Assur Levy, Pltf. v/s Engell Ottoos,
Deft. first default. (Records of New
Amsterdam, VI, 271).

No. 234.

Rabba Cooty (Coty), defendant, sold the plaintiff, Cornelis von Borsum, an order for wheat due to Cooty from Asser (Assur) Levy. Levy refuses to honor Cooty's order to turn the wheat over to Van Borsum. The court invalidates the sale.

1671 March 28: Cornelis van Borsum, Plt. v/s Rabba
New York Coty, deft. The Plt. saith that this
def. Sould him a debt of 400 schipples
of Wheat due to him from Assur Levy. The Def. saith that
the sd. Assur wass not willing to pay it to the Pltf. The
Court did decree that such a sale could not stand good,
except the parties concerned who must pay the debt is
willing to accept of it. (Records of New Amsterdam, VI,
294).

No. 235.

Levy's lawyer's request for an attachment of Willem's wheat, now in the possession of Dirck the Swede is granted. Levy, however, will have to give security.

1671, April 13: Herman van Gansewoort, attorney for
Albany Asser Levy, appearing in court, says
that he has caused an attachment to be
placed on wheat in the hands of Dirck the Swede, belonging
to Cornelis Willemsz, residing at Sprinckfelt, in New England,
and requests permission to levy the same upon giving security
therefor. The honorable court grant the request to levy, on
condition of giving security. (Ordinary session: Court Minutes
of Albany, Rensselaerswck, and Schnectady, I, 236).

No. 236.

Jacob Lucena, plaintiff, brings suit against Thomas Davis because the defendant did not deliver in Albany a dozen pair of stockings, belonging to the plaintiff. Davis is to be given time to answer the charge.

1671, May 16: Jacob Lucena. Plt. v/s Thomas Davis,
New York def^t. The Plt. declares that he shipped
on board the defts vessel a parcel of
Stockings to be Transported for Albany, One doz: of wch
Stockings the def. hath not delivered there. Wherefore the
Plt. Craves Judgement for the Same with Cost. The def^t. by
his Attorney Jno Sharp desired time to answer to the Next
Court day. Which is allowed him. (Records of New Amsterdam
VI, 298).

first reference to Lucena since 1663
1663.

The case was brought to court on June 19, 1671. Jacob Lucena won his suit from Thomas Davis on July 14, 1671, and was to receive a dozen pair of stockings or their true value.

Lucena was probably a merchant who sold stockings, among other items. This is not the first time that a Jew in New Amsterdam or New York had business in Albany. Asser Levy frequently made trips to Albany for this reason.

This is the first reference to Lucena, Since 1663.

See No. 240.

No. 237.

Lucena, plaintiff, brings a charge against Thomas Davis, in reference to undelivered stockings. The defendant Davis, is in default.

1671 June 6:
New Amsterdam

Jacob Lucena, Plt. v/s Thomas Davis def.
2d default. (Records of New Amsterdam, VI,
302).

_____o_____

See No. 236.

No. 238

Asser (Assur) Levy, plaintiff, brings
suit against Peters, defendant. Peters
is in default.

1671, June 6:
New York

Assur Levy, Plt. v/s Christiaen Pieters,
def. The def: 1 default. (Records of
New Amsterdam, VI, 302).

See No. 242.

the last reference to Rabbi Gady. After a five
year absence in New York, he probably left the colony.

Bedloo and Dervall, plaintiffs, demand that Rabba Cooty (Coty) pay for the ketch that he purchased.

1671, June 19:
New York

M^r. Isaacq Bedloo & M. Wm. Dervall, Plt.
v/s Rabba Coty, Jewe, Def. The plts
declare that on ye. 15th of this Presentt

Month June, they absolutely did Bargaine and sell unto this
deft a Ketch Called y. Tryall with all hur furniture, in ye
presentt Condition She Now is Riding at ancor in this Rhoad,
in Consideration of y^e. summe of three Hundred poundz in
flower at twentie shiblins pr. hundred; and whereas ye. Def.
now refuseth to stand to his bargaine, ye Plts. humbly do
desire Judgement of this Court for ye performance of ye s^d.
Bargaine. (Records of New Amsterdam VI, 305).

_____o_____

This is the last reference to Rabba Cooty. After a five
year sojourn in New York, he probably left the colony.

No. 240.

Jacob Lucena demands a dozen pair of undelivered stockings from Thomas Davis. The court decides that if no agreement is reached, then the litigants are to present witnesses in court.

1671 June 19:
New York

Jacob Lucena, P. v/s Thomas Davis, def.
In case the parties do not agree between themselves before the next Court, then to bring in their Witnesses to be decided by the s^d Court.

(Records of New Amsterdam, VI, 306)

o

See (No. 236.

No. 241.

Jacob Lucena wins his suit from Thomas Davis for one dozen pair of stockings. Lucena and Davis are to pay their own court charges.

1671, July 14:
New York

Jacob Lucena, P. v/s Thomas Davis, def.
In an Act of the Case. Upon hearing of both Parties, the Worshipp. Court did decree and Order that in Case the Plt. hath made it appeare before Mr. May^r de Lavall that he made delivery of the one dozen of Stockens now in Controverie to this deft. as he the Plt. doth alleadge he hath done, then the said Def. is to make payment of the said one doz. of Stockings now missing to the Plt. or the true Vallue thereof, and each p^rtie to pay their owne Charges. (Records of New Amsterdam, VI, 312).

— o —

See No. 236.

No. 242.

Asser (Assur) Levy brings a suit against
Chrisian Peters. The defendant is in
default.

1671, December 20:
New York

Assur Levy, P. v/s Chrisian Pieters, def.
the def. default. (Records of New Amsterdam
VI, 351).

o

See No. 238.

No. 242.

Asser (Assur) Levy is a curator of Jan Copal's estate.

1672 July 24:
New York

Jacob Kip and Assur Levy curators of the estate of Jan Copal requesting decision of the W: Court regarding the points against Messrs. Steenwny, Hooghland, Gabrie and Allard Anthony, the W: Court suspend the decision until the return of M. Hooghland from Albany. (Records of New Amsterdam, VI, 381).

No. 244.

Asser (Assur) Levy is a grantor of a house to Jan Herberding

1673, May 26:
New York

As: 1673; The 26th of May;
Did Assur Levy of this Citty Merchant
for a valluable Concideration to him

in hand paid By Jan Herberding also of this Citty -- Transport
& make over unto the sd. Jan Herberding his heirs & assigns a
Certaine house and Lott of ground, within this Citty, scituate
Lying and being on the northsyde of the highstreete, abutting
or adoyning on the east to the house & ground of david Jochemse,
on the south to ye said Street - on the West to the house and
ground of wessel Evertse Bout, and on the North to a Certaine
Lane or Streete Commonly Called the Slycke Streete, Containing
on the southsyde Twenty one foote and thre Enches, on the North
Twenty one foote and six Inches, on the Eastsyde seven Rod and
foure foote and six Inches - and as more as Large is set forth
In the said Transport - signed by the sd. Assur Levy In the
Presence of Aldermn; Johannes De Pyster, & Nicholas Bayard
Secrets; -- (New York Deeds, 1673-1675; Found in PNYHS, 1913,
13, 14).

See No. 168.

No. 245.

Asser Levy won his suit from Edweard Smith for 125 flouins, the balance of an account for trusted goods.

1673, October 3:
New York

Asser Levy, pltf. v/s Edweard Smith, deft. pltf. demands from the deft. the sum of fl 125, balance of a/c for trusted goods. Deft's wife appears in Court, admits the debt, but requests a little delay, as her husband is on his return home. The W. Court orders, that the goods now in the deft's house shall be delivered under inventory into the hands of the pltf. so that they may not be diminished, and there remain until further order from the Court. (Records of New Amsterdam VII, 4).

No. 246.

Asser (Assur) Levy protests that Dietloffsen, the Weigher of New York, has shown him many affronts. Levy asks that he may be granted the same privileges and freedoms that the other (Christian?) inhabitants have.

1673, October 3 : On Assur Levy's petition setting forth
New York in substance, that Claes Dietloffsen, Weigher of this City, has offered him divers affronts; and requesting that he may be granted the same privileges and freedoms as are allowed to the other inhabitants of this place and that the above named Dietloff may be forbidden to molest him hereafter; It is apostilled: The W. Court shall cause the abovementioned Claes Dietloffs to be summoned by the next Court day; when order shall be given, that a third affront shall not be hereafter offered to him, the petitioner. (Records of New Amsterdam, VII, 7).

No. 247.

Asser (Assur) Levy is appointed a trustee of the late Captain John Mannin~~gh~~'s estate.

1673, October 27: Therefore have & deemed it necessary
Albany for the benefit of the common creditors
to appoint some persons Commissioners to
wind up the abovenamed Mannin~~gh~~'s estate; to which end I ac-
cordingly have commissioned and qualified, do hereby commission
and qualify Mess^{rs} Peter Jacobe Marius and Assur Levy as Com-
missioners over the estate left by the abovenamed John Mannin~~gh~~
(Signed) A. Colve. (At a council held in Fort Willem Hendrick;
Documents Relating to the Colonial History of New York, II, 647).

o

See No. 250.

No. 248.

Levy probably received a business communication from the enemy, the Dutch. The fiscal's charge against Levy is discharged, because Levy was not a home when the letter arrived. His wife, Levy claimed, opened it inadvertently

1674, February 1: The Fiscall, pltff.
New York against

Assur Levy, Deft.

Pltff. alleges that the Deft hath contrary to the Proclamation of the 13th X^{ber} last, received a letter from New England; concludes that the Deft. should be condemned in a penalty according to the Proclamation.

Deft. says he was not a home when the letter was brought to his house, and that his wife received it unwittingly, but did not read it.

The Governor-General and Council having heard the Deft's excuse and read the letter, have let him off for this time, and dismiss the Pltff's complaint. (Documents Relating to the Colonial History of New York, II, 684).

o

Asser Levy was married, earlier than October 12, 1673.

No. 249.

Asser (Assur) Levy, as an affluent inhabitant of the city is assessed 2,500.00.00 in Holland currency by the Dutch who had just recaptured New York.

1674, March 17:
New York

Pursuant to a second order of the Governor-General, the following valuation was this day extracted, in the City Hall of this city, by Commissioners, from the second compiled valuation of the best and Most affluent inhabitants of this city, to wit.

	Holland Currency
<u>/Lowest assessment/</u> Adolph Pieterse	fl. 1,100.00.00
Assur Levy	2,500.00.00
<u>/highest assessment/</u> Barent Coerten	3,500.00.00

(Documents Relating to the Colonial History of the State of New York, II, 699).

o

This tax-list was made up when the Dutch had recaptured the city and needed money to meet extraordinary expenses (PAJHS, VIII [1900], 11).

No. 250.

Asser Levy is a trustee of the late
Captain John Mannings's (Manning)
Estate.

1674, July 14:
New York

Commission Pieter Jacobsen Marius and
Asser Levy to settle the claims against
John Manning (Calendar of New York
Historical Manuscripts, /1664-1776/ XXIII, 25; From New York
Colonial Manuscripts, XXiii, 366).

o

See No. 247.

No. 251.

Asser Levy is the lawyer of Charles Huysman.

1674, September 18: Asser Levy appears in Court and exhibits
New York a judgment pronounced by this Court in
date 10th July last in favor of Charles
Juysman against Adriaen Vincent, together with the rendered
service; he demands execution thereof. Ordered, that if
Adriaen Vincent, the deft., does not pay within 8 days
according to his answer rendered on the service, the Schout
is then ordered to put said judgment into execution. (Records
of New Amsterdam, VII, 122).

No. 252.

Asser Levy is an administrator of the
late Jan Hendricksen Steelman's estate.

1674, September 28: Appeared before us undersigned Schepens
New York of the City of New Orange in New Nether-
land the undersigned administrators of
the estate left by deceased Jan Hendricksz Steelman alias
Coopall ...

Jacob Keys
Asser Levy

(PNYHS, 1913, 47, 49)

o

See No. 230.

No. 253.

Adriaen Jansen, plaintiff, declares that he gave, Jacob Lucena, the defendant, an order for wheat from Palingh, in payment of a debt that the plaintiff owed the defendant. Lucena refuses to release Jansen from the debt, stating that he Jacob Lucena, had secured in payment of a debt which Palingh owed Lucena.

1674 October 30: Adriaen Jansen, pltf. v/s Jacob Leucena, New York deft. Pltf. says, he last year gave deft. an order to receive from Mr. Palingh at the Esopus for pltf's. a/c 25 skepels of wheat in payment of what the pltf. owed the deft, which wheat the deft. also received, but he deft, refuses the pltf. a release, holding the said wheat, for what said Paling owed him the deft. Deft. says, he received the wheat on his own a/c from Paling and not on his, pltf's., a/c The W Court decree, that if the pltf. can prove that Palingh delivered the wheat to deft. for his a/c, then deft. shall receipt therfor to the pltf. (Records of New Amsterdam. VII, 135.136).

No. 254.

A verdict is rendered in the suit between Asser Levy (Assar Levi) and Jan Jansen van Kirk

1674, December 16: Verdicts rendered at the Gravesend
New York Sessions in suits between Assar Levi and
Jan Jansen van Kirk. (Calendar of New York
Historical Manuscripts, XXIV, 33; From New York Colonial
Manuscripts, XXIV, 32).

Continho and Abraham Perera, Jews, were made free
in the Barbadoes on September 19, 1689. (PAJMS,
1689, 131).

Continho and Perera are the same people as Continho
and Perera. Names were frequently spelled in various ways.

Ms. 4, 256.

No. 255.

Issac Continho asks to be made administrator of the Estate of Edward Rawlings. Rawlings had goods in partnership with Issac Continho, Issac Perero, and Abraham and Issac Parveh.

1676, October:
New York

Wee the Mayor and Alderman of this City of New York, Hereby certify that whereas there was several goods and

merchandizes in Company with Issac Perero Abraham and Issac Parveh, which said goods were consigned to Issac Continho and Edward Rawlins, In Company. And the said Edward Rawlings being lately drowned and an Inventory of the Estate so consigned in Company was made the 17th of this Instant October, under the hands of Cornelius Steewych John Innyan, Nicholas Bavard and Nicholas Blaske ammounting to L 277 19s 6 d Reference thereto may appear. And the Said Issac Continho having not only exhibited the said Inventory unto the Court, and also given sufficient security to our Soveriegn Lord the King Charles the 2nd the sum of L 500 to answer the same. Therefor hereby prays your Honour that you will be pleased to grant him Letters of Administration of the said estate in Company. (Abstract of Wills, Liber 1-2, 148 New York Collections of 1892, New York Historical Society Publication, Abstracts of Wills [1665-1707] 39).

o

Isaac Continho and Abraham Pereira, Jews, were made free denizens in the Barbados on September 15, 1669. (PAJHS, XVIII, [1909], 131).

o

Probably Continho, Pereira are the same people as Continho and Perera. Names were frequently spelled in various ways.

See No. 256.

No. 256.

Issac Continho is made administrator
of the Estate of Edward Rawlins.

1676, October 20^b: Whereas Edward Rawlins of this city,
New York merchant, was lately unfortunately
drowned, and died interstate." Having
goods, etc. in partnership with Issac Continho, Issac Perero,
and Abraham Parveh, to the amount of \$ 277, as appears by an
inventory made by John Innyan, Cornelius Steenwyck, Nicholas
Bayard and Nicholas Blashe. The said Issac Continho is made
administrator October 20, 1676. (PNYHS, /1892/, 38-39).

o

See No. 255.

No. 257.

The court, orders the defendant, Jan Martense, to pay, Asser Levy, plaintiff the money owed him arising from a bond Levy^e, in repayment of a debt, is granted 6 per cent interest instead of desired ten per cent.

1677, April 3: Wm. Loveridge, attorney for Asser Levy, plaintiff, against Jan Martense, defendant.
NEW YORK
The plaintiff demands of the defendant on behalf of the aforesaid Asser the sum of fl. 144 in beavers and 18 gl. in seawan, with interest, arising from a bond dated August 15, 1672. He requests payment with the interest of 10% and all the expenses incurred.

The defendant's wife, appearing, admits the debt, but says that she paid 50 schepels on account.

The honorable court, having heard the parties, condemn the defendant to pay the plaintiff the contents of the bond (less what has been duly paid thereon) with interest at 6% and all the expenses incurred, according to the terms agreed upon in the bond. (Court Minutes of Albany, Rennsselaerwyck, and Schnectady, II, 213).

No. 258.

Asser Levy's demand for 198 boards for 12 sheep sent to the defendant, Gerrit Teunise, is granted.

1677, August 14: Mr. Asser Levy, plaintiff, against
NEW YORK Gerrit Teunise, defendant. The plaintiff demands of the defendant 198 boards for 12 sheep which he sent to the defendant last fall and for which he was to send down the boards at the first opportunity, which he has thus far failed to do. He claims damages and compensation for lost time, having kept a boat here to ship the same according to his promise. Default of the defendant. The honorable court, having taken the matter under consideration, condemn the defendant to deliver the 198 boards to the plaintiff within the space of twice twenty-four hours, with the costs of the suit, on pain of execution. (Court Minutes of Albany, Rensselaerwyck, and Schnectady, II, 259).

No. 259.

Asser Levy is given leave to build a slaughter house. His partner is Gerrit Jansen Ross.

1678, January:
New York

Asser Levy was granted leave to build a slaughter house at the East end of Wall Street and to "take Garret Jansen Ross as a partner." "All persons should have liberty to kill and hang therein meat." (DeVoe, Marketbook of N. Y.; Minutes of the Common Council, I, 67, 68, Book of Patents V, 34, Secretary of 'State's office, Albany, N. Y.; PAJHS, XXV, [1917], 42).

*Mr. James Adams was appointed in 1674 by the Duke of York, James II, governor of New York and the Jerseys.
Library of American Bibliography, I, 300.*

No. 260.

Governor Andros of New York states there are Jews in his colony.

1678, April 16:
New York

26: There are Religions of all sorts, one church of England, severall Presbiterians & Independants, Quakers & Anabaptists, of severall sects, some Jews, but presbiterians & Independts most numerous & substantiall. (Answers of Governor Andros to Enquiries about New York; Documents Relating to the Colonial History of New York, III, 262); also Ecclesiastical Records of New York, I, 709; also, Documentary History of New York, O'Callaghan, 192).

o

Sir Edmund Andros was appointed in 1674 by the Duke of York, James II, governor of New York and the Jerseys. (Dictionary of American Bibliography, I, 300)

Jacob Lucena petitions for a pass to go to Albany and Esopus trade in order to collect many debts that are owed to him. The petitioner, a dweller in the colony for 22 years, wants the same privilege as other traders.

1678, August : Petition Jacob Lucena
New York Petitioner has been a dweller in the
 Colony for the space of 22 years and
 upwards and hath served an apprenticeship and done Trading
 for himself for the space of 8 years and upwards ... and
 hath had the privilege to trade to Albany and Esopus without
 any Let or hindrance as other traders and dealers have done.
 Has now shipped goods intending to go there, ignorant of any
 Law or Ordinance prohibiting the same, but is not allowed to
 go without a pass from your honors. If not obtained, it will
 be very injurious to Petitioner, he having sundry debts due
 to him in these places which now he might obtain and ye sloop
 staying on his charge. (Calendar of New York Historical
Manuscript, [1664-1776], XXVIII; Translation in PAJHS, III, 78).

o

This is the last reference to Jacob Lucena. However, there is a reference to probably another Jacob Lucena on July 15, 1699.

Even though Lucena as a freeman was granted certain economic rights in New York City, he did not have ~~the~~ patent to have commerce in other parts of New Netherland.

No. 262.

Asser Levy merchant, is Executor of
Cressen's Estate.

1679, May 16:
New York

Whereas Annetje Claas Cressens, Date
widow of Daniel Lische of this city,
deceased, did in her last will give to
Hermanus Jansen, her son by a former husband the sum of
400 guilders "seawant" and unto Anne Litsche her daughter
by the latter the Like sum and having desposed of the remainder
of the estate that she died possessed of to the Children of
her said son and daughter during their lives and then to her
children. And did appoint in Thomas Lamberts of Bedford
upon Long Island, carpenter, and Mr. Asser Levy of this City,
merchant, executors, and having made proof of the will which
remains in the Secretary's office. They are confirmed May 16,
1679. (Abstract of Wills: Liber 1-2 233 Collections 1892,
New York Historical Society Publication /PNYHS/ Abstract of
Wills I, 58).

No. 263.

Richard Levey, Mr. Issack, Israel Helme,
Henwick Jacobson are mentioned in a
census of responsible housekeepers and
their families in New York.

1680, April 21:
New York

These are to certify the Honorab^{le} Sir
Edmond Andros Km^t, Gouverno Generall
of New Yorke and all his Royal Highness'
Territorys in America of y^e Inhabitants y^t are Responsible
house keepers & their family's Inhabiting Cedd^r Creek, Murther
Kill, St Jones and Duck Creek. In St^t Jones and Duck Creek
..... Richard Levey 2 in family Mr. Issack
2 in family. These are ye familys from ye uper part of Cedar
Crick to ye upper part of Duck Creek being 99 persons to y^e
best of y^e knowledge of him who Remaines yo^u Hon^{rs} most humble
servant.

Passayunck
Robert Ashman
Thomas Jacobson
Callcoons Hook
Israel Helme
Henrick Jacobson
Marquesse Kill

(Census of the Responsible Housekeepers and their Families;
Documents Relating to the Colonial History of the State of
New York, XII, 646, 647, 648).

o

There is no indication as to the religion of the above
individuals. They were possibly Jewish. Rosenback does
not believe Richard Levey to be Jewish. (PAJHS, V, [1897],
1947)

No. 264.

Asser Levy van Swellem is a witness to the contract of a sale of a brewery and house at Albany.

1681, April 19:
Albany

Hereto said contracting parties bind their persons and Estates, nothing excepted, subject to all lords, courts, tribunals and judges and they have subscribed this with their own hands (in presence of Adriaen Gerritsen and Asser Levy van Swelm called as witnesses hereto) in New Albany.
As witnesses:

Adriaen Gerretsen

Asser Levy van Swellem

(Contract of sale of brewery and house and lot at Albany from Pieter Lassen and Sybrant van Schaick to Gerrit Bancker; Natanael Papers 1 and 2, 1660-1696, Early Records of City & County of Albany and City of Rensselaersyck, III, 517).

No. 265.

Letters of administration of the late Asser Levy's Estate are granted to his widow, Maria.

1682, April 24: Letters of Administration on estate of
New York Asser Levy granted to Maria his Widow April
24, 1682. (Abstracts of Wills Liber 1-2
423 Collection of 1892, New York Historical Society Publications
I - 112 0)

o

Asser Levy, probably died between April 19, 1681 and April 24, 1682.

No. 266.

Joseph Bueno purchased a cemetery in trust for the Jewish Nation.

1681/2, May:
New York

"Joseph Bueno purchased a cemetery from William and Mary Merrit in trust for the Jewish nation." (PAJHS, I,

[1893], 9) no source is given; cf Index to volume XXVII).

o

Joseph Bueno may have belonged to the family of Bueno de Mesqinta, and dropped the latter part of his name. This is our first mention of Joseph Bueno in New York. He was financially prominent in New York, so much so, that Lord Bellomont, governor of the colony in 1700 made use of his services in pecuniary affairs. Joseph Bueno is mentioned with other Jews: Issac Cohen de Lara (April 14, 1699); Saul Brown (April 9, 1700). Bueno was a leading Jew in the colony of New York from 1682 to his death in 1708. In the tax lists of 1695-1699, a Mrs. Bueno is mentioned; and on July 15, 1689, a Mrs. Alice (ox, alias Bueno is referred to, indicating possibly that Joseph Bueno was married, or had family in New York.

See No. 52.

The Reverend Henry Selyns states in a letter to the Classis of Amsterdam, that the Jews in New York have their own separate meetings.

1682, October 28: The English residents here worship in New York our Church building, entering and occupying it immediately after our morning service. They read their Common Prayer" ... There is here also a Lutheran church with a minister, (Bernadus Arensius) who lives in this city during the summer, but at New Albany in the winter. Besides, we have Quakers, Jews, and Labadists, all of whom hold their own separate meetings. The Quakers are the most numerous, the Jews come next, and the Labadists are the fewest. (Reverend Henry Selyns to the Classis of Amsterdam. Extract in Mints. Synod N Holland, 1683. Art 11; Ecclesiastical Records of the State of New York II, 829, 830)

o

The Jews had to fight to gain rights in the New World. On March 13, 1656, the Jews were denied religious freedom in New Amsterdam. For the first time, now, they are mentioned as having their own separate meetings. It is impossible to imagine, however, that the Jews did not have their own services, even in New Amsterdam.

No. 268.

Tombstone of Benjamin Bueno de Mesquita *

1683

New York

Beneath this stone is buried.

He who was Benjamin Bueno de Mesquita

Died - and from this world was taken On

the fourth of Heshivan. His blessed soul. Here from the

living separated. Wait for thy God! Who will revive The

dead of His people in mercy To enjoy without end Eternity.

(This verse is translated from the Portuguese; PAJHS, I

[1893] 92).

o

Mr. N. Taylor Phillips believes this to be the oldest memorial stone marking any Jewish grave in the City of New York. It is in the cemetery, situated on New Bowery. According to Kayserling, Benjamin Bueno de Mesquita was a member of a well-known Spanish-Portuguese Jewish family of Amsterdam (PAJHS, II, [1894] 76). Friedenwalk displays a petition written on June 23, 1684, that Benjamin Bueno De Mesquita of the Portuguez Nacon. Merchant now Resident in the Isle of Jamaica" asks for denization from Charles II. He was soon banished from Jamica. (PAJHS, V [1897] 49, 69-70). From Jamaica, he probably migrated to New York.

No. 269.

Licenses are granted to Asher Michells De Paul, Joseph Bueno, Abraham Desosamendes to trade and traffic in New York.

1683, February 8: License to Asher Michells De Paul, New York Joseph Bueno, Abr. Desosamendes to trade and traffic within the city of New York (Calendar of New York Historical Manuscripts /1664-1776/ XXIV, 154).

o

One of the daughters of Asher Michells de Paul married a Samuel Levy (PAJHS, XXXIII, /1915/, 201)

Abraham Desosamendes is usually called Abraham de Souza Mendes. He was made a denizen in 1670, in the reign of Charles II (PAJHS, XX, /1911/, 111). He paid taxes in Barbados in 1680). It is definitely established that Abraham de Souza Mendes was Jewish.

No. 270.

The grounds and buildings left by Asser Levy were appraised at £ 218, whereas the slaughter house outside the gate of the city, was valued at £ 18.

1683, February 9: Inventory of Estate of Asser Levy of New York New York February 9, 1683. Lot and building at the water gate L 218. Slaughter house and pen without the gate in Company with Gerrit Janse Roos, with all privileges according to the patent L 18 Total L 553 Taken by Cornelius Steenwyck, John Lawrence, N. Bayard Thomas Coddington. (Abstract of Will Liberl-2 457: Collecton of 1892 New York Historical Society Publication I 123-4).

o

The water gate was at the foot of Wall Street. The lot and building were on the southwest corner of Wall and Pearl streets, the Slaughter house and pen were on the North side of the Street: - (ibid p 123).

o

In 1678, Asser Levy had built a public slaughter house. Levy must have been quite wealthy.

No. 271.

Symon and David Valentine Van der Wilder are allowed to exercise the occupation of butcher in New York City.

1683, May 1:
New York

Upon the petition of Symon and David Valentine Van der Wilden they are admitted and allowed to exercise the trade and occupation of butcher within this city and precincts. (Mayors Court Minutes Manuscript, Found in PAJHS, XXV, 1917, 42).

o

This is our first reference to Symon Valentyn van der Wilden in New York. He appears for the most part in a suit against Ansell Samuel Levy for a sum of 1000 pounds. Symon Valentine is mentioned in South Carolina from 1696 to 1698. He was very prosperous there and was one of the first Jews naturalized in that province.

Perhaps, David Valentine van der Wilden is a relation of Symon Valentyn van der Wilden. David Valentine, a Jew, appears in tax list of New York from 1695-1700.

See

There were many Jewish butchers in the New World in the seventeenth century: Issac Naphtali, Moses Lucena, Asser Levy, and Ansell Samuel Levy, Joseph Issacs.

See No. 302.

No. 272.

Derrick Jansen, plaintiff, stated that Isaack Asher, sold him an unhealthy negro, and therefore the plaintiff desires to be discharged from said bargain. The court declares the bargain void.

1683, September 18: Derrick Jansen ver Isaack Asher. The Plt. New York Declared in an action of the Case for that the deft. had sold to him a Negro man for the Summe of Eighteen pounds wch he warranted to be sound and Healthy but proved unsound and Diseased and prayed to be discharged from sd bargain and that the deft might returne his mony againe The deft denied any such warranty. Parties with their Evidencyes being fully heard and examined and matter Debated It was refferred to the jury which found for the Pltf The Negro to be Returned and likewise the mony and the former bargain to be Voyd. The Court accepted the Verdict and gave Judgm^t accordingly.

The deft moved for a Review wch is granted to be heard the Next Court. (Quasi Equity Business: Select Cases of the Mayors Court of N. Y. City 1674-1784 739 M.C.M. 1689-95 f. 78).

— o —

Isaack Asher was probably Jewish. There is a Pebecca Ashers who was buried in the New Bowery cemetery in 1740, but no mention is made of an Isaack.

No. 272.

~~By~~an act of the Assembly of New York,
only Christians can be naturalized.

1683, November 1: Titles of acts passed at 1st session of
New York 1st assembly of Colony of New York. An
Act for naturalizeing all those of forreigne
Nations at p^rsent inhabiteing within this province and pro-
fessing Christianity and for Encouragement^t of others to come
and settle within the same. (Journal of the Legislative
Council of the Colony of New York /1691-1743/Albany, /1861/
XII).

o

Jews, are, therefore, incapable of naturalization.

No. 274.

Governor Dongan states that there are
"some Jews" in New York

1684, February 22: Every Town ought to have a Minister.
New York New York has first a Chaplain belonging
to the Fort of the Church of England;
secondly a Dutch Calvinist, thirdly a French Calvinist,
fourthy a Dutch Lutheran -- Here bee not many of the Church
of England; few Roman Catholicks; abundance of Quakers
preschers men and women especially; Singing Quakers; Ranting
Quakers; Sabbatarians; Anti-Sabbatarians; Some Anabaptists
some Independants; some Jews; in short of all sorts of
opinions there are some, and the most part, of none at all.
(Governor Dongan's Report of the State of the Province As
to Religion; Documents Relating to the Colonial State of
New York, III, 116; Documentary History of New York, I, 116).

No. 275.

Abraham Moll is ordered to appraise
the barque the New Providence

1684, June 10:
New York

Order to ... Abraham Moll ... to make
an appraisement of the barque New
Providence, and to report thereupon

(Calendar of New York Historical Manuscripts, 1664-1776,
XXXIII).

o

A tax list of December, 1699, reads, "Abraham Moll house
ye Jew his dwelling house & c " Abraham Moll may have been
a non-Jew, however, who sheltered Jews in his house.

No. 276.

Moses Aboab of New York is granted a license to trade and traffic within the city, like the rest of the inhabitants.

1684, June 25: License. Moses Aboab of New York to
New York trade and traffic like the rest of the
inhabitants within the city, during
pleasure (Calendar of New York Historical Manuscripts,
/1664-1776/, XXXIII, 130).

0

This is our only reference to Moses Aboab. There is no indication as to his religion, other than the distinctiveness of his name. Many Jewish Aboabs appeared in history at this time. Jacob Aboab, a Jew debtor, departed for New Amsterdam on June 8, 1654. Raphael Aboab was a prominent Jew in Surinam in the seventeenth century. There was an Aboab family - Jewish - in Curacao, in 1650 etc.

Marca Levy's lawyer wins a suit for 120 flossins in Seawan, a debt owed to her later husband, Asser Levy, by the defendant, Jheronemus. The seawan originally belonged to Asser Levy's brother-in-law, Symon Valentyn vander Wilden.

1684, July 1: Jan Becker, Attorney for Miriam Levy, Albany administratrix of the estate of Asser Levy, plaintiff against Geetruy Jeronimus, defendant. The plaintiff, in his said capacity, demands according to advice received from his principal, the restitution of a sum of fl. 296 in string seawan, left on April 20, 1681 by Asser Levy in the hands of the defendant, which seawan belong to Valentyn van der Wilde in return for which the defendant has sent 8 beavers, which according to J. Bleeker's memorandum were worth 22 gl. apiece, amounting to fl. 176, so that there remains due in string seawan fl. 120.

The defendant's attorney, Adriaen Appel, produces a letter from Miriam Levy, dated May 31 last, from which he concludes that the case as a whole is discontinued, as mention is made in it of settling the matter in love and friendship. Furthermore, he produces a settlement of accounts, dated April 19, 1681, according to which this account of seawan is liquidated, the plaintiff on her part acknowledging that the seawan in question was duly received by Asser Levy and that 8 beavers and 1 otter were paid on account.

Valentyn vander Wilde, being present in comb, acknowledges that he received 8 beavers from his brother-in-law, Asser Levy, which Mr. Jan (Junaensen Becker) sent down with a letter written for the said Geetruy in September 1681, asking him to have patience as to the remainder of the seawan and stating that with the 8 beavers there was a piece of an otter, but that it was not worth anything.

The honorable court, having heard the parties on both sides and examined the documents and paper, adjudge the power of attorney to Mr. Jan to be valid, notwithstanding the letter which is produced, also that the settlement of accounts is dated the day before the delivery of the seawan. Therefore, they condemn the defendant to pay the plaintiff the sum of fl. 120 in strung seawan, demanded with costs. (Extraordinary session held in Albany; Court Minutes of Albany, Besselaerswyck, and Schnectady, III, 463).

No. 278.

Ansell (Answell) Samuel Levy petitions for release from prison in order to testify in a case with Symon Valentyn van der Wilde, concerning the Estate of the late Asser Levy.

1684, October 28:
New York

Petition Answell Samuele Levy, to be released from imprisonment and granted a hearing of the case between him and Simon Valentyne van der Wilden, about the non-performance of an award concerning the estate of Asser Levy, deceased. (Calendar of New York Historical Manuscripts, /1664-1776/, XXXII, 119; New York Colonial Manuscripts, XXXII, 110).

_____o_____

According to Fosendale, a David Levy, who is probably Ansell Samuel Levy, married Asser Levy's widow, Maria. Symon Valentyn was the pretended heir of Asser Levy and claimed to be entitled to the land of the deceased. Ansell made a deal with Symon, and Levy was to deliver the Estate to him. (PAJHS, III, /1895/, 68-71).

_____o_____

If Symon Valentyn's sister were the wife of Asser Levy, as is possible, then this relationship was the basis of Symon's claim.

In all probabilities, Ansell Samuel Levy was jailed because of Valentyn. Ansell's name originally was probably Amschel. This is an illustration of the rapidity of assimilation in respect to names.

No. 279,

Asser Levy and Maria (Margaret) Levy,
both of New York, obtain a marriage
license.

1684, December 23: Marriage license. Asser Levy and Margaret
New York Levy both of this city of New York.

(Calendar of New York, Historical
Manuscripts, 1664-1776, XXXIII, 134; From New York Colonial
Manuscripts, XXXIII, 76).

o

See No. 280

No. 280.

Asser Levy and Maria Levy obtain a marriage license.

1684:

New York

Asser Levy and Maria Levy (Names of Persons for whom Marriage Licenses were Issued by the Secretary of the Province of New York, Previous to 1784, 232).

o

This Asser Levy may have been the son of the late Asser Levy.

It is strange that the wife of this Asser Levy has the same name as the wife of the original Asser Levy.

See No. 279.

No. 281.

William Hallet brings action against
Symon Valentyn vander Wilde for 20
pounds & damages

1685, : Action. Wm. Hallet against Symon
New York Valentine van der Wilden; case; damage &
20; returnable in April next. (Calendar
of New York Historical Manuscripts /1664-1776/, XXXIII;
New York Colonial Manuscripts, XXXIII, 335)

No. 282.

Joseph Bueno and Company have goods shipped on board the Susana for Surinam.

1685, March 19:
New York

Bill of lading for goods shipped by Tho. Wenham, Jos Bueno and Co. on board of the Susanna of London, Thomas Hill, master, for Surinam (Calendar of New York Historical Manuscripts /1684-1776/, XXXIII, 115; From New York Colonial Manuscripts XXXIII, 115).

o

Joseph Bueno received a license to trade and traffic in New York on February 8, 1683. On May 15, 1694, he and Ann Cuyler were two thirds owners of the bugantine Rebecca. Joseph Bueno was, no doubt, active in the shipping industry; as were other Jews. Bueno seems to have interests in Surinam.

No. 283.

Jan Tanissen is given a capias against David Valentine van der Wolden for 30 pounds damages.

1686, August: Capias to Jan Tunissen against David
New York Valentine van der Wilden; trespass upon
the case; damage £ 30. (Calendar of New
York Historical Manuscripts, 1664-1776, XXXIII, 149; From
New York Colonial Manuscripts, XXXIII, 314).

0

See No. 271.

No. 284.

A capias is given to Denne against
Ansell Samuel Levy, butcher, for
dammages amounting to twenty pounds.

1685, September 14: Capias to Christopher Denne against
New York Ansell Samuel Levy and Garrett Hene,
 butchers; damage £ 12 (Calendar of
New York Historical Manuscripts, 1664-1776, XXXIII, 149;
New York Colonial Manuscripts, XXXIII, 319).

No. 285.

Simon Valentyn van der Wildenbungs a
capias against Ansell Samuel Levy for
1000 pounds, plus 20 additional pounds
for damages.

1685, September:
New York

Capias, Simon Valentine van der Wilden
against Ansell Saml. Levy; plea of ~~£~~
1000; damanges ~~£~~ 20; Court of Dyer and

Terminer; Wm. Nicolls. (Calendar of New York Historical
Manuscripts, [1664-1776], XXXIII, 150; New York Colonial
Manuscripts, XXXIII, 320).

See No. 271.

No. 286,

Issac Henriquez is made a freeman

1687, January 2:
New York

Freeman Issac Heneiquez (New York
Historical Society Publication.
/1885/, 54)

_____o_____ on May 3, 1687.
An I. Nunez Henriques, Jew, appears in a list of licensed
slaughters of New York in 1736.

_____o_____ on August 22, 1687. He was licensed for slaughters of London.
Perhaps I. Nunez Henriques is the same person as Issac
Henriquez.

No. 287,

Simon Bonan is made a freeman.

1687, April 27:
New York

Freeman Simon Bonan
(PNYHS /1885/, 54).

_____o_____

Simon Bonan is definitely called a Jew on May 3, 1699.
At that time, his deposition was quoted in in a case involving the capture of pirates.

On August 29, 1695, he petitioned for letters of denization for a fellow Jew Issac Naphthae.

No. 288.

David Robles is made a freeman

1687, May 11:
New York

Freeman David Robles (PNYHS /1885/, 54).

o

David Robles was a French alien. He filed petition on April 18, 1696, with Saul Brown, a Jew, in respect to the bugantine Orange. He and Jacob Robles petitioned on December 5, 1687, for the right to hold real estate. An antonia Robles, a Morrano, appeared in England in 1657 (Graetz, History of the Jews, V, 49), but there is no evidence of any relationship.

This is a probability that inasmuch as the Robles family were driven out of France by Louis XIV, that they were a family of Protestant Morranos, who were forced to flee by the revocation of the Edict of Nantes.

No. 289.

Abraham Moll is appointed to appraise the
brigantine Amarante

1687, June 7:
New York

Report of ... and Abraham Moll, appointed
to appraise the brigantine Amarante
(Calendar of New York Historical Manuscripts,
[1664-1776], XXXIV, 159; From New York Colonial Manuscripts,
XXXIV, 62).

See No. 275.

... and Jacob were brothers.

No. 290.

Jacob and David Robles, French
aliens, petition for the right to
settle in New York and receive goods
on board the ship Phenix.

1687, December 5: The humble petition of Jacob Robles
New York and David Robles humbly sheweth that
your pet'rs being forced by the late
desension in the kingdome of France, where they were in-
habitants, to depart from thense, are with their familys
and some necessarys for husbandry come to this province
with designe to plant and selle here, but are informed
that being aliens borne they are incapeable of holding and
enjoying land unless they be first denezised.

May it therefore please your Hon'rs to grant unto yo'r
pet'rs lett'rs of denizacion to enable them to settle and
emprove here accordingly, and also to grant th's yo'r pet'rs
may be permitted to receive their goods and necessarys afores'd
now on board the ship Phenix, James Dunham, M/aste'r, they
paying such dutys for the same as others /of/ his Maj'ties
subjects of this province in like cases do and yo'r pet'rs
as in duty bound shall ever pray, etc. (Calendar of New York
Historical Manuscripts: /1664-1776/, XXXV, 169; New York
Colonial Manuscripts, XXXV, 123).

— o —

Possibly, David and Jacob were brothers.

No. 291.

The will of William Cox to Mother Alice
Cox (alias Bueno)

1689, July 15:
New York.

In the name of God, Amen. I, William
Cox, merchant ... I leave to my mother,
Alice Cox, alias Bone, £ 500.

(Abstracts of Wills, Liber 3-4, 109; Abstract of Wills, Vol. I
/1665-1707/ 157-158).

o

Alice Cox, alias Bueno, was possibly a relative of Joseph
Bueno.

No. 292.

Joseph Isacks, who was in the service of Major McGragorie asks for the restoration of a gun that was taken from him.

1691, September 26: The humble petition of Joseph Isacks, New York humbly sheweth: That y^r petitioner, willing to do their Maj tys all the service he could in these late troublesome times, listed himself under Major Magegone (?) and being att wont for a Gunn war supplies by Capt. Williams Meeritt which Gun was taken by Thomas Clark out of y^r petitioner's lodging, for which reason he your petitioner knows not, and now is dayly threatened by the said Capt. Meeritt to pay for the said Gunn. Therefore your petitioner humbly prays your honors in Charitie to consider and alsoe to Order that the said Clark may restore to your Petitioner the said Gunn or the value thereof to Mr. William Merritt, being as he the said Merritt contends five pounds and your petitioner shall pray. (Calendar of New York Historical Manuscripts, /1664-1776/, XXXVIII, 217; also Found in PAJHS, III, /1895/, 78).

o

Joseph Isacks fought in King William's war. (ibid, 78).

o

On August 23, 1698, Joseph Isaacs, butcher was made a freeman. He died on May 25, 1737, at the age of seventy-eight years, and was buried in New Bowery cemetery. Joseph was probably the son of Rebecca, the Jewess.

See N/o 303.

No. 293.

Moses Levy (Levi) files accounts for presents to Indians.

1693, June 27:
New York

Moses Levi filed accounts for presents to the Indians. (Calendar of New York Colonial Manuscripts, II, 252).

_____o_____

Moses Levy was for several years Parnas of the New York Congregation. He had a son Benjamin born in 1692 in London, and a daughter Rachel born in New York in 1710. He also had a daughter, Bulhah Abigael Levy who married Jacob Franks in the year 1719. Moses Levy died on June 14, 1728. The inscription on his tombstone are written in Hebrew, Spanish, and English. (PAJHS, IV, /1896/ 189-191).

_____o_____

Moses Levy (Levi) was the agent for the New York colony that gave presents to the Indians to pacify them.

No. 294.

Joseph Bueno and Ann Coyler, ask for
release from brigantine, Rebecca.

1694, May 15:
New York

Petition Joseph Bueno and Ann Coyler,
two-thirds owners of the above
brigantine, praying for the said release.

(Calendar of New York Historical Manuscripts /1664-1776/,
XXIX, 240; New York Colonial Manuscripts, XXXIX, 165).

No. 295,

The Will of Alice Cox, alias Bueno.

1694, September 14: Benjamin Fletcher, Governor etc. To all,
New York & c. Know ye that at New York, on the
14th day of September, 1694, the will
of Alice Cox, alias Bueno, was proved, and Wm. Barker, and
John Theobald were confirmed as executors. (Abstract of
Wills, Liber 5-6 43; Collections 1892 PNYHS Abstract of Wills
I /1665-1707/, 240).

o

See No. 291.

No. 296.

The inventory of the Estate of Alice
Cox, alias Bueno.

1694, September 17: Inventory of estate of Alice Cox, late
New York deceased, taken by John Robinson and
William Morris, September 17, 1694.

Mortgages from Lucus Van Thienhoven, \$ 60. Total \$ 483.
(Abstract of Wills, Liber 5-6, 247; Collections 1892, Abstract
of Wills, I [1665-1707], 247).

INDEX [1915], 63).

Isaac Brown is first mentioned as March 12, 1822, in
New York when he was charged with the violation of the
Immigration Acts. The above is our first reference to him
in New York. He is well known as the Minister of the
Jewish Synagogue there in 1825.

For a history of the case according to the Jewish manner,
see the Jewish Encyclopedia, Isaac Brown.

No. 297.

Saul Brown, a witness in the case of Brook versus Jacobs, swears "after the Jewish manner."

1694, October 4:	Brooke qui	)	Attorney Genl
New York	tam	)	moves that the
	vs	)	Evidence be Sworne
	Cornelius Jacobs)	

Saul Brown Sworne after
the Jewish Manner.

(PNYHS [1912], 63).

o

Saul Brown is first mentioned on March 31, 1684/5 in Rhode Island when he was charged with the violation of the Navigation Acts. The above is our first reference to Saul Brown in New York. He is best known as the Minister of the Jewish Synagogue there in 1695.

For a history of the oath according to the Jewish manner, see the Jewish Encyclopedia, More Judaico.

No. 298.

Chaplain Miller's map of Jew's Synagogue.
Saul Brown is the Minister, and there are
twenty families in the congregation.

1695	:	County	Church	Minister	Families
New York	:	N.Y. Jewes Synagogue		Saul Brown	20

(New York Considered and Improved, 1695 by John Miller. Published from original manuscript in British Museum, Cleveland, 1903, p 54; map facing P. 59).

o

Dyer states that it seems with the contention that the Miller map is a mistake and that the synagogue as first planted was in the Dark Ward beyond the Tide ditch. Chaplain Miller's map was made from memory after the maker had suffered capture at the hands of the French. (PAJHS, III /1895/, 48).

o

See 1/0 . 331.

No. 299

Moses Levy is made a freeman

1695, June 5:
New York

Freeman Moses Levy (PNYHS /1885/, 57).

See No. 293

1695, August 27: 0
A Bond of his Father (whose name is) 0
Executor to be) of two hundred pounds to
Ansell Cancell Levy with condition for the Payment of one
hundred Pounds which is long since paid by the said Ansell
to be delivered and Cancellid Now Remaining in the
State of Coll Lodwick Mayor of this City May be Delivered
as decreed accordingly The Court is Order that Notice
be given in Writing in Some Publick place of the City
of Kithia one Whole Year and a day the Party Concern'd in
Bond doe not enter with the Towne Clarke sufficient
in writing to the Contrary that the Bond aforesaid
be to the said Ebenezer Willson or his Assigns.

County Business: Select Cases of Mayors Court of N.Y.
1734-1784, 739-40 NCH 1695-1704 P: 8-9.

No. 300.

Willson declares that inasmuch as his father has satisfied his debt to Ansell Samuel Levy that the bond be canceled.

1695, August 27:
New York

Upon a Motion of Mr. Ebenezer Willson that
A Bond of His Fathers (whose (sic)
Executor he is) of two hundred pounds to

Ansell Samuell Levy with condition for the Paymt of one hundred Pounds which is long since paid by the said Ansell Promised to be Delivered and Cancelld Now Remaining in the hands of Coll Lodwick Mayor of this Citty May be Delivered and Cancelled accordingly The Courts doe Order that Notice hereof be given in Writing in Some Publick place of the Citty and if Within one Whole year and a day the Party Concern'd in the said Bond doe not enter with the Towne Clerke sufficient reasons in writing to the Contrary that the Bond Aforesaid be Given to the said Ebenezer Willson or his Assigns.

(Quais Equity Business; Select Cases of Mayors Court of N.Y. City, 1674-1784, 739-40 MCM 1695-1704 ff 8-9).

No. 301

Simon Bonan petitions for letters of
denization for Issac Naphtal

1695, August 29: Petition. Simon Bonan for letters of
New York denization for Issac Naphtal (Calendar
of New York Historical Manuscripts
[1664-1776], XL, 247; New York Colonial Manuscripts, XX, 65).

o

Issac Naphtal is described as a Jew butcher in Rhode
Island, according to Oppenheim, who no doubt, read the
entire manuscript. (PAJHS, XXV, [1917], 42).

No. 302.

David the Jew and Anne Bonnom are included in a tax list of 1695.

1695, December:
New York

David ye Jew
in s^d house
Ann Bonnom [Bonin]
Estate
(PNYHS, /1910/ I, 2).

o

Anna Bonnom may be a relative of Simon Bonan

David ye Jew is David Valentine. Perhaps, his full name is David Valentine van der Wilden.

See No. 293.

ms. Buno is probably the wife of Joseph Buno

Salomon Buno's son and Joseph Buno. See

301 No. 292

No. 303.

Jews in New York Tax List of
December, 1695.

1695, December:
New York

Abraham Moll house y^e Jew & 76
his Dwelling house & Sc

Jew [Rebecca Issacs] Widow
Estate

Joseph [Issacs] y^e Jew Estate

Joseph Bueno

(29) Saul Brown

(29) Mrs. Bueno

(33) David the Jew in the Said house
East Ward

(37) Monsieur Attkes [Hastier] Estate
Peter Adolph house s^c
for y^e houses the Jew.
East Ward

(39) Abram Moll house & c.
for his house the Jew lives in
East Ward

(39) Jew [Rebecca Issacs] Widow
Estate

(39) Joseph y^e Jew Estate [Bueno]

(39) Moses Levy Estate

(44) Joseph Bueno
[South Ward]

(45) Saul Brown
(PNYHS, [1910], 1).

o

Mrs. Bueno is probably the wife of Joseph Bueno

Rebecca Issacs's son was Joseph Issacs. See

SEE No. 292.

No. 304.

Saul Brown and Jacob Robles make
petition relating to brigantine,
Orange.

1695, December 30: Petition ... Saul Brown and Jacob
New York & Robles freighters on board the
brigantine The Orange. (Calendar
of New York Colonial Manuscripts. /1664-1776/ XL, 249;
New York Colonial Manuscripts, XL, 111).

o

See No. 305.

No. 305.

Saul Brown, David Robles and others
petition in regard to the brigantine
Orange.

1696, April 18
New York

Petition. Robt. Livingston, Mathew
Clarkson, ... Saul Brown, David Robles
... and others, relating to the

brigantine Orange (Calendar of New York Historical Manuscripts,
[1664-1776], XL, 251; New York Colonial Manuscripts, XL, 153).

See No. 304.

Tryman Van Botten a) New York in his will, dated
July 23, 1703, mentions, "my two brothers and sisters,
Catharine, wife of Peter Adolph, Anneke, wife of Andrew
Bogden (New York Will, 1. 43) Peter Adolph was probably
therefore a non-Jew, who sheltered in his home a Jew.

There is a Solomon Pieters or Pieterzen, a Jew who stayed
in New Amsterdam for less than a year in 1684. The Solomon
Pieters mentioned in this tax list is in all probability not
Jewish. The names Solomon and Pieters were popular among
Gentiles in New York and New Amsterdam.

No. 306.

Jews in New York Tax List of August
28, 1696.

1696, August 28
New York

(67) Peter Adolph house be
Eastward lives in

(67) for y^e house y^e Jew lives in

(67) David y^e Jew in Sd. house

(69) Abram Moll house Jew lives in

(69) Rifka [Rebecca Issacs] Widd.
in S^d house

(69) Joseph [Issacs] her son in S^d house

(69) Moses Levy Estate

(80) Joseph Bueno
Southward

(88) Saul Brown

(95) Solomon Pieters
Bowery Precinct

(PNYHS [1910] I).

o

Tryman Van Borsum aj New York in his will, dated
July 22, 1702, mentions, "my two brothers and sisters,
Janetie, wife of Peter Adolph, Annette, wife of Andrew
Borsum (New York Wills, I, 43) Peter Adolph was probably
therefore a non-Jew, who sheltered in his home a Jew.

o

There is a Solomon Pieters or Pieterse, a Jew who stayed
in New Amsterdam for less than a year in 1654. The Solomon
Pieters mentioned in this tax list is in all probabilities not
Jewish. The names Solomon and Pieters were popular among
Gentiles in New York and New Amsterdam.

No. 307.

Jews in New York Tax Lists of September 7, 1696.

1696, September 7:
New York

South Ward (102) Joseph Bueno

(104) Mrs. Bueno

(104) Saul Brown

East Ward (107) Peter Adolf for y^e
House Jew lives in

(107) Dan^{ll} Jew in ditto

(107) Jacob De Porto in ditto

(110) Abram Moll house Jew lives in

(110) Risca [~~Rebecca~~ Isaacs] Jew
in ditto

(110) Joseph [~~Issacs~~] her son in Ditto

(110) Joseph Bueno Estate
in Rodmans house

(NYHS [1910] I).

0

There is no indication as to Jacob De Port's religion.
He was possibly a Jew.

We do not know the full name of Dan^{ll} Jew

No. 308.

Issac Rodriques Marques is made a freeman.

1696, September 17: Freeman Isaac Rodriques Marques
New York (PNYHS, [1885] 60).

0

A will written in October 17, 1706, by Marques definitely establishes that he was a Jew. (PNYHS, I, 439).

No. 309.

Jews in New York Tax List of August 21, 1697

1697, August 21:
New York

East
Ward

- (177) Peter Adolph for y^e house y^e Jew lives in
- (173) David y^e Jew [David Valentine] Estate
in ditto
- (176) Jew Widdow in Ditto (Peter ye Millers) house
- (176) Ruth in Ditto
- (176) Direck Benson house & etc.
- (176) Abraham Moll for y^e house Rifca lives in
- (176) Rifca [Rebecca Issacs] Estate in Ditto
- (176) Moses Levi in Ditto
- (176) Abraham Moll house & ec.
- (177) Joseph Bueno for y^e house he lives in for his
Estate in ditto
- (177) Joseph y^e Jew Estate [Bueno]
(PNYHS [1910] I),

o

No indication is made of Dueck Benson's religion.
Strangely enough, he is almost always mentioned between the
names of other Jews.

No. 3/0.

Jews in New York Tax List of October 23, 1692.

1697, October 23:
New York

West Ward

North Ward (202) Jacobus Issackson house

Bowery Ward (207) Joseph Bueno

(PNYHS /1910/ I).

_____o_____

A Jacobus Issacs, carpenter, was made a freeman on August 23, 1698. There is a Jacob Issacs - Jew - who was included in a list of slaughters in New York in 1736. This may or may not be the same Jacobus Issackson referred to here.

No. 311.

Jews in New York tax lists of October
26, 1697.

1697, October 26:
New York

Dock Ward (116) Mr. Bonam [Bonnem] Estate

(PNYHS /1910/ 1).

No. 312.

Jews in New York tax lists of October
26, 1697.

1697, October 26:
New York

South Ward (145) Joseph Bueno in ditto
(145) Ditto for y^e house
(146) Mrs. Bueno s house
(146) Saul Brown house Jews live in
(182) Jacob De Porto
(183) Saul Brown Jew in ditto

(PNYHS /1910/ I). New Levy in ditto

(140) Abraham Wall house
(141) Joseph Bueno for his
(141) Estate in Rodman's House
(182) Joseph Bueno

No. 3/3.

Jews in New York tax lists of October
28, 1697.

1697, October 28:
New York

East Ward (136) David the Jew in ditto
(137) Aman Bonnim in ditto
(139) Dueck Bensons house
(139) Abraham Moll house Jews live in
(139) Risca [Rebecca Issacs] Jew in ditto
(139) John [Issacs] ye Jew in ditto
(139) Moses Levy in ditto
(140) Abraham Moll house
(141) Joseph Bueno for his
(141) Estate in Rodman's House
Bowery (169) Joseph Bueno
Precinct

(PNYHS [1910] I).

No. 314.

Jewsin tax list of February 1, 1698.

1698, February 1:
New York

East Ward (212) Jew Widdow in ditto
(212) Rutt in ditto
(212) Dueck Benson house
(212) Abraham Moll house
(212) Ruffie /Rebecca Issacs/
in ditto
(213) Moses Levy in ditto
(213) Joseph Bueno house
(213) his house in ditto
(213) Joseph /Issacs/ y^e Jew
in ditto
(213) Issac fernandas dias house
South Ward (220) Saul Brown

(PNYHS /1911/ II): _____.

Issac fernanadas dias was probably a Jew. He testified on October 4, 1700 in the case between Bueno and de Porto. However, Christian Spaniards were by no means unknown at this time.

No. 315.

Jews in New York tax lists of July 28,
1698.

1698, July 28:
New York

Bowery (230) Joseph Bueno
East (242) David Valentine in ditto
(248) Dueck Bensons house
(249) Abraham Mols house
(248) Rufken / Rebecca Issacs /
in ditto
(249) Moses Levi in ditto

(PNYHS /1911/ II)

No. 316.

Jews in New York tax lists of August 8, 1698.

1698, August 8:
New York

North (239) Sarah [Granada] y^e Jew Estate

(PNYHS) [1911] II).

_____o_____

Sarah, wife of Issac Henriques Granada, a Jew, died in
1708. (PAJHS, XVII [1909] (120).

_____o_____

See *No.* 322.

No. 317.

NEW YORK TAX LIST

Jacobus Issacs, carpenter, is made
freeman

1698, August 23: Freeman Jacobus Issacs , Carpenter
New York

_____0_____

Jacobus Issacs may be a relative of Joseph Isacks,
although Issacs was a common Christian name.

See No. 310, 318.

No. 318.
TAX LIST

Joseph Issacs, butcher, is made a
freeman.

1698, August 23:
New York

Freeman Joseph Issacs, Butcher
(PNYHS, /1885/, 65).

0

See No. 292,

No. 319.

Jews in New York tax list of March 7, 1699.

1699, March 7:
New York

South (258) Jacobus Issac house
Ward (264) A Jew Woman
(266) Ditto for y^e house
(266) the Jew womans house
(267) Israel A Jew [Benjamin Israel]
(267) Ditto for ye house

(PNYHS /1911/ II).

Benjamin Israel was a soap maker.

See No. 323.

Issac Cohen de Lara, a Jew, testifies that he made an agreement with Jonathan Bennet, the captain of the ship Rebecca to ship certain goods from Rhode Island to New York. The goods was seized by the Adventure, a private privateer. Bennet partially compensated Cohen de Lara. Joseph Bueno is ordered to write the testimony of Cohen.

1699, April 14:
New York

At a Councell held at ffort Wilhaim His Excellency acquainted this house that he was informed of some persons now in this

City who went on board of the ship Adventure when Riding at anchor off the East end of Nassau Island, and has brought severall Gunns, money, and other things from thence; that he thought it his duty to Endeavour as much as in him lay to secure all things brought from on board the said Ship, that he could possibly come to the possession of, for the owners thereof; that in order thereto he had summoned the said persons to appear before this house, and that they were attending without.

His Excellency and Council ordered Issac Cohen de Lara, a Jew, to be called into the Councell Chamber, who being Required by this house to declare the truth of his knowledge in the premises, declared, ORE TENUS, that he agreed with one Jonathan Bennet, Master of the Sloop Rebecca, to transport severall goods from Rhode Island to this Port; that in their way hither, they were fired at and brought too, by the ship Adventure; that after some stay there, the persons on board the ship, gave the master of the said Sloop Seaventy two small gunⁿs, Seaven paire of Pistolls, two or three dozen of hatts and severall other things which he named; That one Anthony Blunt a Passenger in the Sloop, brought from on board the said Ship. Two Baggas of money, and a bundle besides in which there was money; that there was as he believed about seaven or eight hundred pieces of Eight in the two baggs, and as much in the Bundle by the Biggnesse; that the said Bennet had damnified his Goods in the Voyage and had since his arriveall here agreed to givehim the freight for his Goods hither and five of the said small gunns as a satisfaction for the said Damage, and seemed frank in declaring his knowledge of the premisses.

ORDERED, that Joseph Bueno, doe put in Writing what the said Issac Coheen de Lara shall declare on his Recollecting his memory in the premises. Then his Excellency ordered the said Jonathan Bennett Master of the said sloop, and the said Anthony Blunt, one of the Passengers, to be distinctly called in, who both seemed evasively to answer what Questions were put to them, soe that this house could not make any discovery

by reason of their contempt ...

This house are of opinion and doe order that the said Jonathan Bennet and Anthony Blunt be Committed to the Custody of the Sergeant at Arms till further order

(Journal of Legislative Council of New York [1691-1743], 127).

o

According to Kohler, this proves that the Jews in Newport had commercial relations in New York (PAJHS, VI, [1897] 67).

Joseph Bueno may have been called in, because he was part owner of the brigantine Rebecca. He may also have been an interpreter.

Were Bennet and Blunt indicted because of collusion with pirates?

No. 321.

The deposition of Simon Bonan (Symon Bonane) is used as evidence in the capture of pirates. A Jew in town is called in as an expert to appraise the jewels involved.

1699, May 3: Your Lordships, I presume will have a
New York full account from Boston of a parcell of
 pirates lately taken there with their
ringleader Joseph Bradish born at Cambridge near Boston ...
I send your Lordships three or four depositions concerning
the Pirate ship, the most materiall of those. I have taken.
The deposition of Symon Bonane a Jew goes (N^o 1) that of
Captain Mulford (N^o 2) that of Cornelius Schelinger (N^o 3)
that of Lieutenant Colonel Peirson (N^o 4). This last the
principal deposition, because with him Bradish had left
992 19 3 in mony's. The particulars whereof goe (N^o 5)
The bag of Jewels mentioned in Peirson's deposition were
opened before myself and the Council, where I had ordered a
Jew in this town to be present, he understanding Jewells well.
(Earl of Bellomont to the Lords of Trade New York Entries
B. 390; Documents Relating to the Colonial History of the State
of New York, IV, 512).

o

Kohler states that he believes that the Simon the Jew, a
slave ~~by trader~~ of New York, mention in O'Callaghan's Colonial
Tracts of New York, was Simon Bonane.

(PAJHS, II, [1894], 84).

No. 322.

Jews in New York tax list of July 15, 1699 .

1699, July 15:
New York

East Ward (281) Joseph Bueno in Ditto
(283) Moses Levy in Ditto
(283) Abraham Moll house
(283) Rufkie Rebecca Issacs
in Ditto house
(284) Abraham Moll house
(284) Joseph Isacks in Ditto
(284) Abraham Moll house
South Ward (296) Saul Brown
(296) Benjamin Israel the Jew
Soape Maker
(296) Ditto the house
North Ward (306) Jacobus Issacks house
Dock Ward (307) Issac Granada
(308) Abraham De Lucena
in S^d house
(308) Issac Fernardos (Dias)
S^d house

(PNYHS 1911 II).

o

Issac Granada's wife is Sara.

See No. 314.

No. 323.

The Governor, Lord Bellomont, has a bill of exchange made out to Joseph Bueno.

1700 : I draw on Coll. Courtlandt, this post
New York for 56² 5s, by bill of exchange, payable to Joseph Bueno, the Jew, at the days' sight. I wish you would watch whether Courtlandt be carefull to save my credit.

(Life and Administration of Richard, Earl of Bellomont, Governor of New York, by Frederic de Peyster, XIII).

According to Kohler, Jews were engaged in money lending. Lord Bellamont thus made use of Bueno's services. (PAJHS, II, [1894/ 85]).

The Jews were primarily merchants who occasionally lent money.

No. 324

Joseph Bueno brings a suit against Jacob de Porto (Do Porto). The defendant, de Porto is ordered to appear at the next court day.

1700, April 3:
New York

Bueno	)	Emot Pr Quer, the
vs	)	Deft to appear tomorrow
Do Porto	)	or the bail be assigned

(PNYHS /1912/ 181).

o

We have no knowledge of de Porto's religion, nor any mention as to the brief of the case of Bueno vs de Porto. The case is mentioned on April 4, April 5, April 11, October 3, and October 4, 1700.

No. 325

Bueno's case against de Porto comes
to trial at the Supreme Court of Judicature.

1700, April 4 : At a Supream Court of Judicature held 4th of
New York April 1700

Bueno	)	Emot pr Quer moves for
vs	)	Speciall bail Anthill pr
De Porto	)	Deft. ordered to give speciall bail tomorrow

(PNYHS [1912], 185).

See No. 325.

No. 326.

Saul Brown gives 150 pounds as surety in the case between Bueno and De Porto.

1700, April 5:
New York

Fryday. At a Supream Court held the 5th April 1700

Bueno	)	Jacob de Porto principal)	
vs	)	\$ 150	} Redog.
De Porto	)	Saul Brown Surety \$ 150	

(PNYHS, [1912] 188).

See No. 325.

No. 327.

Anthill will plead at the next court day
in defense of the defendant, de Porto,
against the Plaintiff, Bueno.

1700, April 11:
New York

Att a Supream Court

Bueno	)	Emott pr Quer
vs	)	Anthill pr Deft.
de Porto	)	to plead tomorrow

(PNYHS, [1912], 202).

See No. 325.

No. 328.

The case of Bueno versus de Porto
is to come to trial on October 4, 1700.

1700, October 3:
New York

Bueno)	
vs	)	To come to tryall
De Porto	)	Tomorrow

(PNYHS, [1912], 206).

_____o_____

See No. 325.

No. 329.

Ferdinande Dias and Issac Gabay testify
in the case between Bueno and de Porto

1700, October 4:
New York

Att a Supream Court,

Jos. Bueno)
) Emott pr Quer
) Anthill pr Deft
Jacob de Porton) Jury sworn

test pr Quer
Ferdinand Dias
Issac Gabay

test per Deft
Flea & replica-
tion read
Constable Sworn
Jury find for
the defendt.

(PNYHS, [1912], 210).

See No. 325.

No. 330.

Two or three Jews aid the Earl of Bellomont financially

1700, October 17: I have been put to much trouble in this New York method I have begun, of paying the soldiers subsistence in money weekly; the merchants in town finding I was forc'd to take up money here and draw bills on the Agent in London, they combin'd together to traverse me all they could. At first they lower'd the exchange of the money considerably, and what is worse they will now advance no money at all on my bills; so that were it not for one Dutch Merchant and two or three Jews that have let me have money, I should have been undone. (Earl of Bellomont to the Lords of Trade N. Y. Entries, D.16; Documents Relating to the Colonial History of New York, IV, 712)

Doubtlessly Bueno was among them, according to Kohler (PAJHS, II, [1894] 87).

See No. 323.

No. 331

The location of Jews Synagogue is cited.

1700, October 30
New York

Jacob Melyen of Boston to Katherine Kerfbyl, widow," a house and lot on the north side of the street bounded south by Mel street [76.8 feet], west [1106 ft.] and north [78 feet] by the house and ground of David Provost, Esq., and Lawrence VanHook, East [97.4 ft.] by the house and ground of John Harpending, now commonly known by the name of Jews' Synagogue."

(Liber Conveyances 23, New York Hall of Records; Found in PAJHS, III [1895], 49).

o

The synagogue in 1695, according to Miller's Mays may have been on Beaver Street near the Bowling Green. Dyer states that the synagogue was then moved across Broad Street to the new section of the city (ibid, 49).

Campannall, Packeckoe, Levi are among fifteen families who arrive at Newport from Holland. They brought with them the three first degrees of masonry, and worked them in the house of Campannall.

1658, Spring:
Rhode Island

In the spring of 1658, Mordecai Campannall, Moses Packeckoe, Levi, and others, in all fifteen families, arrived at Newport from Holland. They brought with them the three first degrees of masonry, and worked them in the house of Campannall, and continued to do so, they and their successors as to the year 1742. (Taken from Documents now in possession of N. H. Gould Esq.) (Peterson, Edward, History of Rhode Island and Newport in the Past, [1853], 101).

o

According to Gutstein, the first permanent Jewish settlers in Newport to which the quotation in Peterson's history refers, came from the Barbados. First, we know that Newport merchants were trading with the Barbados at a very early period. And it might be, that because of this trade relationship, some Jews, upon hearing about the religious toleration in Rhode Island, decided to come here. Secondly, in a "List of Jews made Denizens in the Reign of Charles II and James II. 1661-1687" we find the name of "Moses Israel Pachae," which was suggested to be amended to Packeckoe and who may be identical with Moses Pacheco, who together with Mordecai Campannall is associated with the purchase of the burial ground in Newport in 1677. We also find other members of the Packeckoe family in Barbadoes in 1680. (Gutstein, Story of Jews of Newport, 340-1). The author of Frankel's Wochenschrift (PAJHS, VI) claims the first Jews in Rhode Island came from Brazil. He bases his conclusion on the similarity between the name Campannall and Campanelli, who was one of the Jews who went to Brazil together with Rabbi Aboab in 1642. Mordecai Campanall is said to have been among the fifteen families who came to Newport in 1658.

o

Mordecai Campannall is probably the most important Jewish personality in Rhode Island in the seventeenth century. He was one of the purchasers of the first Jewish cemetery in Rhode Island. Campannall was brought to trial on the charge of violation of the Navigation Act, but he and his Jewish friends, won the case. (March 31, 1685). In 1679, he took a trip to the Barbados, either for business, or possibly to visit his family.

Abraham Moses is given degree of Masonry
on Rosh Hashanah

1658, March 9:
Rhode Island

1658, On ye 5th day of ye 9th Month 1658,
ye 2nd Tishri A.M. 5 518, we assembled at
ye house of Mordecaiah Campanall and given
a degree to Abraham Moses. (Memoranda furnished by Mr. N. H.
Gould, found among papers of the estate of Govr. John Wanton;
PAJHS, XVII, [1920], 416).

o

Gutstein states that when the Reverend Jacques Judah Lyons
copied the quotation from the original manuscript in the
seventies of the last century he noted: "How could this be
done on the second day of Rosh Hashanah, or was it on the
night after the 2nd day, in which case it should have been
dated 3rd of Tishri." There is also a discrepancy in Lyons
quotation between the date of the general calendar and the
date of the Jewish calendar. 5518 does not correspond to
1658. In 1758 (which corresponds to 5518) there was no
Mordecai Campanall in Newport. The Masonic Lodge at that
time had a regular meeting place. Perhaps, the discrepancy
is due to the fact that the manuscript seen by Lyons was
very much obliterated. Perhaps Gould did not take the
trouble to decipher the entire document. Perhaps Mr. Lyons
made an error in copying the Hebrew date (Gutstein, op cit.
342-4)

No. 334.

Abraham Moses is given the degree of masonry at Mordecai Campunnall's (Cumpunnall) home.

1658 (?) : Th^s ye (day and month obliterated) 165
Rhode Island (60 or 8, not certain which, as the
place was stained and broken; the first
three figures were plain) Wee mett att y House off Mordecai
Cumpunnall and affter Synagog Wee gave Ab^m Moses the degrees
of Maconrie. (PAJHS, XIX [11], 11).

_____o_____

Samuel Oppenheim believes the document to be authentic (ibid).

_____o_____

See No. 333.

No. 335.

Draft of letter of Dr. Stiles to
Rev Dr. Nathaniel Lardner of London
written June 20, 1764, in reference to
a torah brought by early settlers.

Regarding
1658, Spring : We have 15 or 20 Families of Jews here
Rhode Island ... They have erected a small Synagogue
in New York; and another at Newport, met
for the first time in Decemb^r last; in the place of the Ark
they have deposited Three Vellum Copies, Rolls of the Law,
one of which is said to be above Two hundred years old, which
I judge true from the Aspect & Rabbinical Flourishes. (Literary
Diary of Ezra Stiles, D. D., LL.D. by Franklin Bodwitch Dexter,
I, New York Scribners, 1901, 11).

o

The scroll according to Kohut, is said to have been
brought from Spain during the Inquisition by the first
Jewish settlers who arrived in Newport in 1658 (Kohut, George
Alexander, Ezra Stiles and the Jews [1902], 61).

Ezra Stiles (1727-1795) was a scholar, Congregational
clergyman, and president of Yale College. (Dictionary of
American Biography, XVIII, 18).

No. 336

Burial land is sold to Campanall
(Campanall) and Moses Packeckoe
(Packerckoe) in behalf of the Jewish
Nation

1677, February 28: This Witnesseth that I Nathaniel
Rhode Island Dickens of Newport in Rhode Island
Cooper have sold for a valuable con-
sideration in hand Received unto Mordicay Campanall l
Moses Packeckoe Jews and to their Nation Society or
Friends a Peice of Land for a burial Place being in D (e)-
mentions followeth, that is to say Peise of Land thirty
foot long, Butting South West upon the Highway that Leads
Down from y^e Stone Mill towards Benj^a: Griffins Land and
thirty foot upon John Eastons Land and thirty foot upon
the Line North west butting upon a slip of Land which y^e
said Nathaniel Dickens hath yet Remaining betwixt this
Peise of Land now Sold and ye Land now belonging unto
Benjamin Griffin and ye Line Northeast Butting also upon
ye Said Nathaniel Dickens his land to be in Length fourty
foot, which Said Passel of Land in Dimansions an aforesaid
with the Fences thereto Pertaining. I have for my Self my
heirs and Assigns or Successors for them to Possess, and
enjoy for the use as abovesaid forever they from henceforth
Making and Maintaining Substantialy Fences Round ye Said
Land but if it should so fall out that ye Jews Should all
Depart the Island again So as that these shall be none left
to keep up I Maintain this Fences as aforesaid then the
Said Land shall Return Again to the said Nathaniel Dickens
his heirs Executors Administrators, or Assigns for him or
them to Possess and Enjoy Again as freely As if no such Sale
had been Made. (Book No. 3 ll, of Land Evidences Newport,
described in Peterson; Compare Frankel's Monatashift, IV,
297; Gutsein, op cit. 38).

o

The document speaks of the Jews all leaving the island
again. It is just possible that after their settlement
(1657 or 1658) they were compelled to leave because of the
operation of the English Navigation Act of 1660, which
prohibited foreigners or aliens, not made denizens, from
trading in the colonies. (PAJHS, XIX, /1910/ 14).

More land was subsequently acquired and added. (R.I.
Hist. Magazine, 1885, October VI, 82 by Rev. A. P. Mendes).

No. 337.

Mordecai Campannall (Camperwell)
is headed for New England from
the Barbados.

1679, April 1:

Camperwell, emb. 1 April 1679
at Barbados for New England

in the ketch Swallow; but whether he ever reached our shores,
I have not heard. (Genealogical Dictionary of New England,
Savage, A-C, 3327).

o

On March 31, 1685, Dyer charged Mordecai Campannall,
among other Jews, for violation of the Navigation Laws.
Perhaps, he was tried in absentia, and never did reach
Rhode Island again. The chances are however, that Mordecai
Campannal was tried in person.

No. 338.

Mordecai Campanall (Camperwell) is
headed for New England from the Barbados.

1679, April 1:
Rhode Island

Mordecai Camperwell for N.E. April 1,
1679, ketch Swallow, Joseph Hardy.
(State Paper Office, Papers of Barbadoes,

Board of Trade. No. 1; New England Genealogical and Anti-
quarian Register. VIII, 206).

—o—

Perhaps Campanall made a trip to the Barbados for busi-
ness, or possibly to see his family.

See No. 337.

No. 339.

The petition of Medus, and David Brown is answered. The Jews, according to the assembly, are to receive the same protection^{as} accorded to other strangers in Rhode Island.

1684, June 24: Voted, In answer to the petition of
Rhode Island Simon Medus, David Brown and associates
being Jews, presented to this Assembly
bearing date June 24, 1684, we declare that they may expect
as good protection here as any stranger, being not of our
nation residing amongst us in this his Majesty's collony,
ought to have, being expedient to his Majesty's law.
(Colonial Records, Bartlett, III, 160).

o

"Being expedient to his Majesty's law." is worthy of note. According to S. G. Arnold, the famous phrase, "professing Christianity," was not embodied in the law of 1663, as the "enemies of Rhode Island" have charged. It was interpolated at a latter date, subsequent certainly to 1684 (S. G. Arnold, History of the State of Rhode Island, I, 479).

o

SEE Nos. 340, 341, 342.

No. 390.

Major William Dyer (Dyre) charges that David, Daniel and Abraham Campannall (Campanell), Saul Brown, Abraham Burges, Aron Verse -- all Jews -- violated the Navigation Laws. The general seargent is directed to seize the property of the accused, pending trial.

1685?

Rhode Island

Whereas upon the information of Mayo William Dyre to our Hono^{ed} Governⁿ against Mordecai Campanell, David, Daniell I Abraham Campanell, Saul Brown, Abraham Burges, Rachell the Widow and Felict of symon mendez Deceas^d and Aron Verse, Jews, Our said Governⁿ granted a warrant to the Generall Serja^t to sease the said Jews goods or estates answer the said informer his charge against them as aliens at this Court. And whereas he hath not brought the matter in such forme as Our Law requires: Yett for weighty Reasons moveing, this Court doe see Cause with the defendants Consent that the Action shall come to Tryall forthwith. (Records of the General Court of Trials, 1671-1724, 73; Gutstein, op cit. 45).

o

According to Goodman, the Jews were conducting export and import trade. This occupation was closed to Jews as foreigners. Dyer must have had a good case against them, for the governor directed the general sergent to seize the property of the accused, pending trial. (American Overture, 41-42).

o

Saul Brown later appeared in New York, and become minister of the synagogue. See No. 297.

Mordecai Campannall seems to have family in Newport -- David, Daniel, and Abraham.

No. 341.

Major Dyer (Dyre)'s case against the Jews for violation of the Navigation Laws, comes to trial.

1685, March 31: At the Gener^{le} Court of Tryalls Held
Rhode Island in his Majesties Name at Newport ...
On an Action or Complaint of Major
William Dyre as Surveyor Gen^l against Mordecai Campanal,
Saul Brown, Abraham Burgis, Rachel the Widow and Reliet
of Symon Mendez dec^d and other Jews fforeign^e borne.
(Records of the Generall Court of Trials. [1671-1720], 72,
73; Gutstein, op cit, 40).

Abraham Burgis was probably originally from the
Barbados. He paid taxes there in 1680 (PAJHS, XIX, [1910],
175). He^{was} buried in New Bowery cemetery in New York in
1732. (PAJHS, XVIII, [1909], 97).

No. 342.

The Jews are exonerated of the charges brought by Dyer. Jewish property is restored, and Dyer is to pay the cost of the suit.

1685, March 31:
Rhode Island

Verdict, Wee fined for the defendant and that the Plaintiff pay cost of the court. The distraint upon the defendants goods be taken off and their estates so seized be Restored by the General Secy^t. (Records of the General Court of Trials. 1671-1724, 73; Gutstein, op cit, 43)

_____o_____

See Nos 340, 341.

No. 343.

Abraham Campannall (Campanall) is
licensed as a freeman.

1688, September:
Rhode Island

Persons Licensed as Freeman
Abraham Campanall (Rhode Island Colonial
Records, /1678-1706/, III, Bartlett, 243))

_____o_____

According to Goodman, Abraham Campanall was the only Jew
admitted to this privilege in the history of colonial Rhode
Island (American Overture, 43).

_____o_____

This is our last reference to Abraham Campannall.

No. 344.

According to De La Mothe Cadillac, most of the inhabitants of Rhode Island in 1692 are either Quaker or Jewish.

1692:
Rhode Island

Of Rodeillant (Rhode Island) -- I pass in silence over several small islands; after the last, I shall mention only two, which are placed to the East of Long Island. You must pass between this one and the other two, to reach Rhode Island. The entrance into this passage is good, and you may almost touch the shore with the end of the bow-sprit without danger. There are but two corps de garde at the entrance, each of which mounts but two guns. The town is two leagues and a half within the island, and on the margin of the water. It is partly built of bricks. The Governor is a Quaker. Most of the inhabitants are either Quakers or Jews. There are two hundred men who bear arms. In entering you must keep a north-north west course. There are ten fathoms of water. They say that the settlers own two hundred thousand sheep or lambs. (Article XII. - Extracts from a Memoir of M. De La Mothe Cadillac, 1692, Concerning Acadia and New England; from the Archives of Paris-Translated to South by James Robb, M.D; Collections of the Maine Historical Society - Series I - VI, 288)

David the Jew is fixed because he
lived with children.

147. November 31. David the Jew, for his misdeeds in
going 1200 houses and the heads of
families of 1000, and trading of
the children and for such life misdeeds in 1200.
David the Jew of the City of Jerusalem, J. S. Trubull,
London, 1787, p. 1, 323.

David the Jew, for his misdeeds in
going 1200 houses and the heads of
families of 1000, and trading of
the children and for such life misdeeds in 1200.
David the Jew of the City of Jerusalem, J. S. Trubull,
London, 1787, p. 1, 323.

CONNECTICUT

David the Jew, for his misdeeds in
going 1200 houses and the heads of
families of 1000, and trading of
the children and for such life misdeeds in 1200.
David the Jew of the City of Jerusalem, J. S. Trubull,
London, 1787, p. 1, 323.

No. 345.

David the Jew is fined because he
traded with children.

1659, November 9: David the Jew, for his misdemeanour in
Connecticut going into houses when the heads of ye
families w^r absent, and tradeing p^rvision
from children and for such like misdemean^rs is fined 20s.
(Public Records of the Colony of Connecticut, J. H. Trumbull,
Hartford, 1850, I, 353).

o

J. Hammond Trumbull fixes this entry as early as 1650
(Memorial History of Hartford County, Connecticut, Boston,
1866, I, 321) *but this is wrong*

According to Goodman, there was much anti-Dutch, anti-
foreign atmosphere in Connecticut at this period. (American
Overture, 25).

No. 346

In John Allyns hands there are 10
shillings for the Jews.

1660, February 11: The remaineth in Dan Prets hand due to
Connecticut the Towne 2-6-2 More in John Allyns hand
for the Jews 0-10-0 paid to Mr. Joⁿ Alen
for a debt y^e Towne owed him form^rly. (Collections of the
Connecticut Historical Society, Hartford, VI, 133).

— o —

The first mention of Jews in number in Connecticut,
appears here in the Hartford Town Record (PAJHS, XI, 1903,
86).

The question of the Jews' status is brought up at the Hartford Town Meeting. The decision is that those Jews now living in John Marsh's house are given permission to sojourn in the town for seven months.

1661, September 2: The same day: y^e Jewes w^{ch} at p^rsent live in Joⁿ Marsh's house, have liberty to soirne in y^e Towne for seaven months. (Collections of the Connecticut Historical Society [1897], VI, 135)

o

The Jews probably continued to reside in Hartford, for mention is made of them subsequently. Strangely enough, Hartford had no synagogue prior to 1847. (PAJHS, XI [1903], 87).

No. 348.

Jacob the Jew is transported to New York.

1668, March:
Connecticut

Jacob the Jew likewise Transported to
New York March 166⁸ (Connecticut Historical
Society, Collections, XIV 630).

o

Jacob is probably Jacob Lucena.

No. 349.

David Jew and Jacob Jew are listed as inhabitants of Hartford.

1670, March 9:
Connecticut

List of Families in Hartford with quantity of Grain in possession of each an acc^{tt}: Of Corne: now in possession of sundry inhabitants in Hartford.

	Wht.	Ind.	Persns
David Jew	2	--	1
Jacob Jew	--	--	1

(Connecticut Historical Society, XXI, 196)

0

According to Goodman, the Jews were not deprived of becoming inhabitants, even though it was necessary to secure the approval of the majority of townspeople. No less a person than David the Jew, who had been fined for trading with children, was permitted to establish himself permanently in Hartford. (American Overture, 26)

0

Jacob Jew was probably Jacob Lucena who is mentioned in Connecticut, seven months later.

No. 350.

Jacob Lucena is tried in Hartford on a criminal charge and is fined twenty pounds. He is to remain in prison until the fine is paid, and then is to be discharged from the colony.

1670, October 11: Jacob Lucena has been tried by the Connecticut Court of Assistants, October 11, 1670. (on a criminal charge) and fined £ 20 to be imprisoned until the fine was paid, and immediately on his discharge to leave the colony. (Records of Court of Assistants (1669-1701) 7; Public Records of Connecticut, II, 144 footnote).

o

Jacob Lucena was guilty according to J. R. Marcus of having been "notorious in his lascivious dalliance, and wanton carriage and profligate to several women." (J. R. Marcus, American Jewish Archives Publication "Light on Early Connecticut Jewry," January, 1949, 3).

According to Hubner, Lucena's offense was probably Sabbath breaking. (PAJHS, XI, 1903, 87).

o

(Jacob Lucena was a butcher in New Amsterdam, in the year 1660)

See

No. 351.

Lucena is to remain in prison until his fine was paid, or given stripes. After his release, he was to be banished from the colony and not to return.

1670 : Without Lycinse from the court upon
Connecticut payne of severe corporall punishment
(Connecticut Colonial Records, N.E:
Records of the Court of Assistants [1669-1701], 7: Manuscript
in Connecticut State Library; Cited in Goodman, American
Overture, 27).

No. 352.

Favor is shown to Jacob Lucena
(Lucenae) because he is a Jew. His
fine is abated 10 pounds by the court.

1670, October 13: A Generall Court Holden at Hartford,
Connecticut October 13th 1670 ... Upon the humble
 petition and submission of Jacob Lucenae,
for some abatement of the fine imposed upon him by the Court
of Assistants, the Court see cause, considering he is a Jew,
to shew him what favoure they may, abate him tenn pownds of
his fine. (Public Records of the Colony of Connecticut, II, 144).

o

It is probable that Lucena's Connecticut judges cut
his fine in half because he was one of God's chosen people.
(Marcus, J. R. PAJA, op cit, 4).

No. 353.

As a token of respect to Asser (Assur) Levy, Levy's petition to abate Lucena's (Lucenae) fine is accepted.

1671, May 11:
Connecticut

Upon the petition of Mr. Assur Levy, this Court sees cause to abate five pounds of Jacob Lucenae's fine, as a token of their respect to the sayd Mr. Assur Levy (Public Records of Connecticut, II, 154).

o

Asser Levy, a respected merchant and butcher, was able to have the fine again halved. Jacob Lucena undoubtedly met Asser Levy in New Amsterdam. (They were both sworn in as butchers, about the same time (1660).)

John White has the opinion that previous to the year 1620, the Indians had intercourse with Jews. The proof of this is a Hebrew name for an Indian dwelling.

Nevertheless it is, it rather war that the name of the place which our late colony hath chosen for their seat proved to be the name of a Jew, being called Yehon Kaim, by interpretation, Year of Consolation. (Chronicles of the First Planters of the Colony of Massachusetts Bay, 1630-1639, p. 100.)

First known Jew in Massachusetts -- Colonel Francis
in 1630. In the harbor for
MASSACHUSETTS

John White has the opinion that previous to the year 1626, the Indians had intercourse with Jews. The proof of this is a Hebrew name for an Indian dwelling.

1626 : Howsoever it be, it falls out that the
Massachusetts name of the place which our late colony
hath chosen for their seat proves to be
perfect Hebrew, being called Nahum Keike, by interpretation,
the Bosom of Consolation. (Chronicles of the First Planters
of the Colony of Massachusetts Bay, 1623-1636. A. Young,
12).

o

The first known Jew in Massachusetts -- Solomon Franco --
appeared on May 2, 1649. פ'ן is the Hebrew for
Bosom of Consolation.

The question, "What ends may be proposed in planting colonies?" Reason Number Four -- "that the Jewes conversion is near."

1630 : A fourth reason to prove that God hath
Mass. left this great and glorious worke to
this age of the world, is the nearness
of the Jewes conversion . . . That this day cannot be farre
off appeares by the fulfilling of the propheties, precedent
to that great and glorious worke, and the generall expectation
thereof by all men, such as was found among the Jewes
both in Judea and in some other parts of the world before
the coming of Christ in the flesh, now then let it bee granted
that the Jewes conversion is neare, and that the Gentiles,
and consequently the Indians must needs bee gathered in
before that day. (Planters Plea on the Grounds of Plantations
examined (examined) and usual objections answered;
Massachusetts Historical Society Collections, LXII, 380).

o

According to Friedman, the prevalent feeling among the
Christians was, that when the Jews were dispersed throughout
every land, then, they would convert to Christianity
(Early American Jews, 3).

No.356

Rebecca Issacke is bound for New England.

1634, April:
Massachusetts

A note of the name of all the passengers
which tooke shippinge in the Elizabeth
of Ipswich, bound for New England the
last of April, 1634. Rebecca Isaacke, 36 years. (Collections
of the Massachusetts Historical Society, XXX Volume 10, 3rd
Series). Boston, [1839], 141).

_____o_____

Joseph Issack or Rebecca Isacke may have been names of
Jews who had become converts in Europe. (PAJHS, XI [1903] 18).

No. 357.

Joseph Isaack is made free

1636, March 9:
Massachusetts

sons made free the 9th ... Joseph Issack
(Records of the Governor of Massachusetts
Bay, [1628-1641], I, 372).

o

See No. 356

No. 358.

Religious tolerance is a subject of discussion, by one person in Puritan Massachusetts.

1645, November 24: To allow and maintaine full and free
Massachusetts toleracon of religion to all men that
would preserve the civill peace and
submit unto government, and there was no limitacon or
excepcon against Turke, Jew, Papert, Arrian ... or any
other. (Massachusetts Historical Society Proceedings,
VI, [1862], 478).

No. 359.

Elliot believes the 37th chapter of the Book of Ezekiel is applicable to the Indians, "as such Jew."

1647, December 23: Elliot the missionary believes the 37th Chapter of Ezekiel was principally applicable to the Indians, as such Jew. (Felt, Ecclesiastical History of New England, 11, 12).

o

John Elliot (1604-1690) was a missionary to the Indians (Dictionary of American Biography, V, 79).

No. 360.

A colonist voices the opinion that the reason for the great mortality rate among children is as a providential dispensation to prepare for the work of Christ, in the conversion of the Jews.

1647, December 31: to prepare for the good work of the Lord
Massachusetts Jesus in the overthrow of the Anti-Christ
and calling the Jews, which in all likli-
hood is very sudden to be performed. (Felt, op cit., II, 23).

No. 361.

Solomon Francois given money out of
the Treasury For passage to Holland

1649, May 2:
Massachusetts

Upon the petition of Soloman Franco,
the Co^rte doth not find any cleare
ground upon w^{ch} fact-orige should be
due or allowed him by the maior gen^ll, out of the estate
of the principle, & no estate of Emanuell Peradoes appearing;
but the Co^rte doth allow the said Solomon Franco 6^s p weeks
out of the treasury for tenn weeks, for his subsistence till
he can get his passage into Holland, so as he do it wth in
that time. (Records of the Governor of Massachusetts Bay
[1642-1649], II, 273).

o

Solomon Franco is the first known Jew in the North
American colonies.

See No. 362.

No. 362.

Solomon Franco's petition for factorage out of Pereda's cargo is denied. Franco is given money out of the treasury for passage to Holland.

1649, May 9:
Massachusetts

In answer to the petition of Solomon Franco, the Jew, who requested ffactorage or salarie out of y^e cargo of Imanuell Perado, consigned to the mayo^r gennll, Edward Gibbons, Esq being by him intrusted and imployed therein: on vieweing I leaving what he could say, the Courte could not find any cleere ground vpo w^{ch} factorage should be dew or allowed him by y^e mayo^r gennll out of the estate of the principles, no estate of Emanuell Peradas being extant; but the Court doth allow the said Solomon Franco sixe shilling p weeke out of the treasury for tenn weekes for his subsistance, till he cann gett his passage into Holland, so as he doe it wth in that time. (Records of the Governor of Massachusetts Bay, III, [1644-1657/ 155-160])

See No. 361.

No. 363.

Elliot again affirms his belief that the Indians are of Hebrew origin.

1649, July 8:
Massachusetts

Elliot communicates his purpose to Whitfield, for translating the Bible into the Indian tongue and educating some Indian youths, and mentions the need of help from the Charitable. He previously communicated his opinion, that the Indians here were of Hebrew origin. (Massachusetts Historical Society Collections, IV, 119).

No. 364.

The Reverend John Dowman, of England, also believes that the Indians of New England are of Jewish descent.

1649, December 29: In his appeal for the cause of missions
Massachusetts here, the Rev. John Downam addresses his
countrymen in England. ... Let the gift
of God in temporal things make way for the Indian's receipt
of spiritualls." He also takes the ground that the Indians
of New England are of Jewish descent. (Felt, op cit. II, 17).

o

Elliot was not alone in the belief that the Indians were
of Jewish descent.

No. 365.

Roger Williams requests that John Winthrop, Jr. return the Jew

1654: We also here that 2 of Mr. Dells
Massachusetts bookes were lately burnt at the
Massachusetts (possibly) containing some
shays-things against the Presbyterians & Academians, of which
+ brought over one cald the Triall of Spirits.

I pray you to read and returne this Jew. I have allso an
answere to him by a good plaine man, expounding all which
the Jew taken literally in a spiritual way: & I have (in a
discourse of a Knight / L'Estrange) proving Americans no
Jewes) another touch against him: however. I rejoiced to see
such industrious spirits breathing in that people toward
the Messiah or Christ of God. (Winthrop Papers, 1654,
Mass Hist. Collections, Vol VI, Fourth Series, 291)

Roger Williams (1603-1682) was a clergyman and president
of Rhode Island (Dictionary of American Biography, 88, 286).

No. 366.

Increase Mather states that he does not believe that the outcasts of Israel would be gathered together yet.

1666, November 16: Though before the current year an impression prevailed in the Christian world that the outcasts of Israel were to gathered together ... Increase Mather delivered a monthly lecture on it in Boston, and presented the negative of it, maintaining that the set time would not yet come. (Felt. op cit II, 369)

_____o_____

Increase Mather, a Puritan clergyman, politician, and author lived from 1639 to 1723. (Malone P., Dictionary of American Biography, XII, 390).

No. 367.

Sollomon, "the malata Jue of Bostorne,"
profaned the Christian Sabbath by
travelling.

1668:
Massachusetts

Sollomon, "ye Malata Jue" of Bostorne,
presented from Wenham for profaning the
Lord's day travelling through Wenham on
his journey toward Puscataqua. (Records and Files of the
Quarterly Courts of Essex County, Mass. IV [1667-1671], 87).

No. 368.

A minister believes that the divine protective extended to the Jews, is similar to that, experienced by the people of the colonies.

1673, May 7:
Massachusetts

The General Court assemble. The Election Sermon is preached by Urian Oakes. His text is Deut. XXX29 and ... He views the protection divinely extended to the Jews, like that experienced by the people of the confederated Colonies. (Felt, op cit, II, 504).

No. 369.

Samuel Gold and Rowland Gideon are mentioned in the first Boston tax list of 1674.

1674:
Massachusetts.

No 1, 1674 for Constable | Towne | Countrey
Greenwood

	£	s	d	£	s	d
Samuel Gold (56)	..	4	..	..	2	..
Rowland Gideon, ye Jew (143)	..	18	..	..	..	..

(First Report of the Record Commissioners of the City of Boston, [1676] Boston p. 29)

_____o_____

Rowland Gideon was one of the Jews to whom letters of denization had been granted by the British government in 1679, giving him permission to trade in the English colonies. (PAJHS, XXII, [1914], 80).

_____o_____

It is not known whether Samuel Gold was Jewish.

In 1675, Gideon appeared with one Baruch in a lawsuit before a Boston court.

No. 370.

Rowland Gideon (Gidyon) appears in a law suit in Boston with Baruch. Gideon states that there was only one law for the Jews and non-Jews, in olden times. He further appeals to the Court for fairness by saying that the Christian colonists could be fathers of the Jewish scattered nation.

1675: And as to his supplement to enforce my
Massachusetts books, they are really as well for this
as the last court, although new evidence
is as needless as unusual for the practice of this Court where
God commands our Fathers that the same law should be for the
stranger and sojourners as for this Isrealite. I am thus
committing my case to the Honorable Court and Gentlemen of
the Jure praying for the prosperity of your Government and
that you may be further fathers of this scattered nation,
and so remain yer Humble Servant, Rowland Gidyon. (Records
of the Court of Assistants, Vol. I, p. 49; Supreme Judicial
Court, Suffolk Files No. 1401; PAJHS, XXIII [1915] 80).

No. 371.

Gideon's appeal against Benjamin Gibbs
is denied.

1675, July 12:
Massachusetts

Benjamin Gibbs plaintiff ag^t Rowland Gideon
Gibbs ag^t Gideon execution Issued out but
sattisfied wthout Baruch deffendt in an
action of Appeale from the Judgment of the County Court in
Boston After the Attachment Courts Judgment Reasons of Appeale
and evidences in the Case produced were Read comitted to the
Jury and are on file wth the Records of this Court the Jury
brought in their virdict they found for the deffendant com-
firmatei of the fformer^r judgment & Costa of Courts. (Massa-
chusetts Court of Assistants, Records I, 1673, 92).

o

"Confirmati" in above intended for "confirmation" (John
Noble, Ibid).

No. 372.

Robert Levy was apprehended in Boston
and whipped for attending a Quaker meet-
ing.

1677, August 4: Robert Levy, apprehended in Boston was
Massachusetts whipped, for attending a Quaker meeting.

(S. G. Drake, History and Antiquities of Boston, [Boston,
1856] p. 429).

0

There is no mention of Robert Levy's religion.

Cotton Mather wants to crucify his lusts, with the same fervor, as the Jews crucified Jesus.

1683, June 3:
Massachusetts

I then resolved, that I would crucify all the Lusts of the Flesh; inasmuch as either they have killed the Lord, Jesus Christ, or else they would kill me. This work, I now began, by doing unto my Lusts, as the Jews did unto the Lord Jesus Christ. (Diary of Cotton Mather. (Massachusetts Historical Collection, VII, 64)

o

Cotton Mather, a Puritan clergyman, who lived from 1662-1727, was the eldest son of Increase. (Malone, Dumas, Dictionary of American Biography, XII, 386).

No. 374.

Increase Mather stated that he did not know of a single Jew in Boston, during the winter of 1683. He did not know if any Jews went from Boston to the Barbados.

1684:
Massachusetts I knew not there was any Jew in Boston the last winter, nor did I learne that any Jew did go from thence to Barbados; to be sure, I saw none, nor did I ever send a letter by any Jew in my life. (Mather Papers; Massachusetts Historical Society Collections, VIII, 102, Series IV, 102).

No. 375.

Samuel Sewall believes the Elder of the Church to be "a happy type of the calling of the Jews."

1685, March 26: Went to the Gathering of the Church at
Massachusetts Sherborn and ordaining Mr. Daniel Gookin
 their Pastor. But six Brethren and three
of the ... managed the Work; Mr. Nath^e Gookin introduced the
Elder, a happy Type of the Calling the Jews. (Diary of Samuel
Sewall; Massachusetts Historical Collection, Fifth Series, V,
68).

—o—

Samuel Sewall was a merchant, colonial magistrate and
diarist who lived in New England from 1661-1730. (Malone,
Dumas, Dictionary of American Biography, XVI, 610).

No. 376

The minister preached from Isaiah 12.)
"And in that day thou shalt say; I will
give thanks unto Thee, O Lord." The
reason for the thanksgiving was that the
Jews were to be converted.

168⁵/₆, Feb. 7:
Massachusetts

Sabbath. Went to the first Meeting House
both parts of the day ... Mr. Moody
preached from Isa 12:1 beginning upon that
Scripture this day -- In that day thou
shalt say I c. Shewing that twas chiefly a Directory of
Thanksgiving for the Conversion of the Jews; and that should
get our Praises ready before hand. (Diary of Samuel Sewell
Massachusetts Historical Collections, Fourth Series, V, 121).

No. 377.

A minister preaches concerning the
calling of the Jews to inhabit Judea.

168⁶₇, Jan. 20:
Massachusetts

Mr. Lee preaches the Lecture Eccles
7. 14 ... Spake of the inverted Rainbow,
God shooting at somebody. And that our
times better than the former, and expected better still.
Turks going down, a sign on : Jews call'd and to inhabit
Judea and old Jerusalem. (Diary of Sewall; Massachusetts
Historical Collections, Fourth Series, V, 165).

Samuell Sewall states that if the Indians are of Jewish descent, that their espousal of Christianity will gladden the world.

168⁵~~6~~, February 15: Dr. Thorowgood writ a Treatise above
Massachusetts 30 years years ago, entitled Jews in
America shewing the Americans to be of
Abraham's Posterity. If so, the day of this Espousal will
make all the Christian World glad, and the Rich among the
People well desire their favour. (Letter book of Samuel
Sewall, Massachusetts Historical Collections, Sixth Series,
I, 22).

o

The Christians really wanted to convert the Jews.

No. 379.

Samuel Sewall was presented a pair of Jerusalem garters, made in Algiers by a Jew.

168⁷/₈, January 13: Gee presents me with a pair of Jerusalem
Massachusetts Garters which cost about 2 pieces ⁸/₈
(Spanish dollars) in Algiers, were made by
a Jew. (Diary of Samuel Sewall; Massachusetts Historical
Collection, Fourth Series, V, 199)

No. 380.

A sermon is preached on the subject
of the Jews and Edom.

1688, September 20:
Massachusetts

Mr. Lee preaches from Ezek 47.11.
Skew'd that Edom was on the South
side of Asphaltities, and probably
they would not be connected. Jews understood it of Italy,
called that Edom. (Diary of Samuel Sewall; Mass. Hist.
Coll, Fourth Series, V, 226).

No. 381.

Samuel Stow tells Winthrop of his efforts to write an Essay for the purpose of the conversion of the Jews.

1689, June 20:
Massachusetts

I make bold to present after my rude manners, a few lines unto you to congratulate your recovery, and to inform your Honour of a great attempt y^e I have been laboring to write an essay to call the Jewes. (Winthrop Papers; Massachusetts Hist. Coll. Sixth Series V, 23).

No. 382.
Samuel the Jew and Abandana are listed as
inhabitants of Boston in 1695

1695:
Massachusetts

List of inhabitants in Boston 1695
Raphael Abandana
Samuel The Jew

(First Report and Record Commissioners of City of Boston
/1876/ Vol I p. 158, 164).

No. 383

Cotton Mather's one desire is to convert a Jew.

1696, July 11:
Massachusetts

For the Conversion of the Jewish Nation and for my own having the Happiness, at some time or other to baptize a Jew, that should by my Ministry, bee brought home unto the Lord. (Diary of Cotton Mather; Massachusetts Hist. Coll. Seventh Series, VII 200).

Joseph and Samuel Frazon^{are}, Jews in Boston.

1697 : There are severall families of them (Jews)
Massachusetts at New York; and New England is seldom
wholly without them. There are two at
Boston: anno, 1697, viz. Mr. Joseph Frazon and Mr. Samuel
Frozon, his brother, to whom I am beholden for a sight of the
Spanish Bible. Joseph Frazon was sometimes scholar to the
learned yeosuhah da Sylva in London. They acquaint me that
the Jews were formerly very numerous in the Dutch plantations
in Brazil, father and grandfather did dwell there. (Phoenomena
quaedam [2nd Ed. Boston 1727] by Rev. Samuel Sewall p. 39;
Early American Jews, L. Friedman, p 5-6).

o

Cotton Mather attempted to convert the Frazons. (PAJHS,
XI, [1903], 79).

No. 385.

Cotton Mather has vision that the
conversion of the Jews is near.

1699, May 21: I had advice from heaven that a glorious
Massachusetts Reformation is near . . . That I shall
shortly see some Harvest of my Prayers
and Pains, for the Jewish Nation also. (Diary of Cotton
Mather; Massachusetts Hist. Coll. Seventh Series, VII, 302)

No. 386

Cotton Mather attempted to convert an infidel Jew in town.

1699, April:
Massachusetts

Whereas, I have now for diverse years, employe'd much prayer for, and some Discourse with, an infidel Jew in this Town; this a Desire to glorify my Lord Jesus Christ in the Conversion of that Infidel, if Hee please to accept mee in that Service. I this day renew'd my Request unto Heaven for it. And writing a short letter to the Jew, wherein I enclose my, Faith of the Fathers, and La Fe clel Christians, I sent it unto him. (Diary of Cotton Mather; Massachusetts Hist. Coll. Seventh Series, VII, 300).

Marriage of Issac Decoster to Mary Temple.

1699, November 2: Issac Decoster & Mary Temple were married
Massachusetts by Mr. Beya Wodsworth November 2. (A
Report of the Record Commissioners con-
taining Boston Births, Baptisms, Marriages, and Deaths,
1630-1699 Boston, 1883, IX, 250)

—o—

It is not known whether Issac Decoster was Jewish or not.
At any rate, the girl whom he married appears non-Jewish, as
well as the minister.

No. 388.

The Earl of Bellomont asks a Jew to examine a bandit to see if he were circumcized.

1699, November 29: Gillam is supposed to be the man that encouraged the ship's company to turn pirates, and the ship has been ever since robbing in the Red Sea and Seas of India ... It was commonly reported that Gillam ... turned Mohammedan and he was circumcized. I had him searched by a surgeon and a Jew in this town: they have both declared on oath that he is circumcised. (Pirates of the New England Coast [1630-1730] Dow and Edmonds, 34-36).

No. 389.

Minister believes in the national calling
of Jews.

1700: / The Great Gospel Priviledge of having /
Massachusetts Christ exhibited to Sinfull Men, / wherein /
Also is proved there should be / a National
Calling of the / Jews / from Zech XIII. (Samuel Willard,
Teacher of a Church in Boston IV. 210; Massachusetts Hist.
Soc. Coll. 2nd series, II, 41).

o

The conversion of the Jews always was near to heart of the
distributors of this article. Chief Justice Sewall. (Samuel
A. Green, ibid).

John Locke's Constitution mentions the right of Jews to organize their own religious groups.

1669, July 21:
Carolina

Y^t heathens, Jues, and other dissenters from the purity of Christian religion may not be scared and kept at a distance from it, but by having an opportunity of acquainting themselves with the truth & reasonableness of its doctrines, & ye peacableness & inaffenciveness of its professors, may by good usage and perswasion ... be wone over to imbrace and unfeynedly receive ye truth. Therefore any seaven or more persons agreeing in any religion shall constitute a church or profession to wck. they shall give some name to distinguish it from others. (Shaftesbury, Papers, Collections of the South Carolina Historical Society, V Charleston, 113; also, Colonial Records of North Carolina, /1662-1712/, I, 202).

o

It is little wonder that the persecuted Jew like the persecuted Huguenot came here to find a haven of rest. South Carolina welcomed the Jew, as a citizen, and the Jew showed himself worthy of the confidence that was placed on him. (Elzas, B. Jews of South Carolina, /1905/, 2, 3).

No. 391.

Governor John Archdale of South Carolina uses a Jew as interpreter to gain information from four Indians taken prisoner by Yammassees.

1695, August 17: There were three Men and one Woman; Carolina they could speak Spanish, and I had a Jew for an Interpreter so upon examination I found they profess'd the Christian Religion as the Papists do. (Archdale, "Description of Carolina," in B. R. Carrol; Historical Collection of South Carolina, II, 106 Harper [1836]).

_____o_____

This proves that there was a Jew in Charlestown in 1695, (Elzas, op cit, 19).

According to Goodman, the unnamed Jew was assumedly Sephardie, and was therefore well qualified to translate such Spanish as was spoken by the Indians. (American Overture, 154). [American Overture], 154)

No. 342.

Simon Valentyn witnesses a bond between
Samull Mencks and Mathew Taladar.

1695, October 14: Samuel Mencks 1. Bond from Samuel Mencks
Carolina of the County of Berkley to Mathew
Taladar Witnessed by Simon Valentyn 2.
Bond from Mathew Taladar to Samuel Mencks Witnessed by
Simon Valentyn. (Grant Book [1696-1703]); Found in Elzas,
Leaves from My Historical Manuscript, [1907], 27.

o

Dr. Elzas is satisfied from the number of times Samuel
Mencks' name appears with that of Simon Valentyn, that
Mencks is the name of a Jew. It may be a misspelling of
Jacob Mendis who was naturalized in 1697. (Elzas, ibid, 2).

o

Simon Valentyn appears as Simon Valentyn Van der Wilde in
New York from 1684 to 1688. He was the brother-in-law of
Asser Levy.

No. 393.

Samuel Mencks sells a negro to Simon Valentyn (Valentine).

1696, October 27: Samuel Mencks
Carolina Bill of Sale of a Negro from Samuel
Mencks of Charles Town to Simon Valentine.
(Probate Court Records, Charlestown, Volume 1694-1704 323;
Elzas, Leaves from My Historical Manuscript 1907 2).

No. 394

Simon Valentyn (Vallentine), Jacob Mendis, Avila, all merchants, were granted liberty of conscience

1697, March 10:
Carolina

An Act for the making aliens free of this part of the Province and for granting liberty of conscience to all

Protestants All Aliens.

Simon Vallentine, merchant -- [undecipherable] merchant, Jacob Menke's Merchant, and Avil a merchant (Statutes of South Carolina, II, 131-133).

o

There is every reason to believe that these Jewish merchants, some of whom - probably all - were of Spanish and Portuguese descent (Goodman, American Overture, 21).

No. 395.

Simon Valentyn (Valentine) is naturalized.

1697, May 26:

Carolina

Carolina

The Rt. Honble Joseph Blake Esqr. one of
the true and absolute Lds and Proprietors

of the Province of Carolina Commaner in Chief vice Admiral
and Governr of South Carolina ... Know yee that Simon Valentine
Mercht: an alien of ye Jewish Nation borne out of the Crown
of England hath taken his oath of allegiance to our Sovereigne
Lord William ye Third over England .. And is fully ...
Qualified and Capacitated to have use and enjoy all the rights
Priviledges. Powers and Immunityes Given ... to any Alien
then Inhabitant of South Carolina

Joseph Blake

(Grants, Sales Book D, 1703-9, Secretary of State's Office
in Columbia; Elzas' Jews of South Carolina, 21-22).

Simon Valentiyn was certainly the most prominent Jew in
the Province of his day and judging from the number of times
his name appears on administration bonds, he must have been
one of the strongest citizen financially in Charles Town in
1700. (ibid).

No. 396

Abraham Avilah of Charlestown empowers
Simon Valentyn (Valentine) to be his
attorney.

1698:
Carolina

Abraham Avilah of Charles Towne, in ye
County of Berkely and Province of
Carolina, for divers good causes and
considerations me at this time especially moveing and more
especially out of trust which I repose in Mr. Simon Valentine
M-cht (Probate Court Records, Book [1694-1704]; Elzas, Jews
of South Carolina, 22).

No. 397

Simon Valentyn (Valentine) signs his name as surety on administrative bonds.

1698 August 3: S. Valentine signs name as surety on
Carolina administration bonds. (Probate Court
Records, Book 1692-3 280-1, 248, 256,
357, See Book 1671-1727, p. 71; Elzas, Jews of South Carolina).

No. 398

Abraham Avila is naturalized.

1698, August 3: Know yee that Abraham Avilla Merct, an
Carolina alien of the Jewish Nation borne out of
 the allegiance of the Crowne of England
hath taken his oath of allegiance to our Severaigne Lord
William the Third over England ... Qualified and Capasitated
to have use and Enjoy all the rights privileges Powers and
Immunities Given ... to any alien then Inhabit of South
Carolina. (Columbia Records, Book Grants, 1696-1703, 81-2;
Leaves from My Historical Scrapbook, 3)

MARYLAND

No. 399.

A mention is made of Mathias Sousa.

1639 :
Maryland

Debts separate remaining on received
from Mathias Sousa..... 012 in roll
(Maryland Archives, IV, 85).

o

In the list of Jewish residents " in the town of St. Michael's",
Barbados, in the year 1680, appears the name of Abraham Sousa.
(PAJHS, I, [1893], 105).

According to J. Hollander, "Beyond the distinctiveness of the
surname, there is no evidence of Jewish faith for Mathias Sousa
of Maryland" (PAJHS, II, [1894], 37-38).

o

We have no real evidence to substantiate the theory that Mathias
Sousa was Jewish.

No. 400.

David Ferera (ffarea) is to pay Henry Chappen for sugar, amounting to 1254 pounds of tobacco and cask.

1656, January 12:
Maryland

Whereas it appeareth that David ffarea came oblidge unto Henry Chappen for Sugar amounting to the Sum of 1254 pounds of Tobacco and Caske... The Court doth therefore Order that the said ffarea Shall make present payment of the said pounds of Tob and Caske or else Execution (Court and Testamentary Business, Liber B, III, 231; Found in Archives of Maryland, X, 473).

— o —

Since there is no further mention of the case between Chappen and Ferera, Ferera probably paid for the sugar. This is probably the same David Ferera who appeared in New Amsterdam (See No. 19 New Amsterdam). There are thirty-five references to Ferera in Maryland; forth-four in New Amsterdam. He commuted back and forth from time to time. Ferera seems to have prospered in Maryland, frequently being mentioned in lawsuits in demand of unpaid debts. The last time we hear of David Ferera is on February 26, 1660, when he won his suit for 450 pounds of tobacco and cask from the only other probable Jew in Maryland, Jacob Lumbrozo (See Nos. 427, 448.)

No. 401.

Emperor Smith is ordered to satisfy his
debt of tobacco to Ferera.

1656, January 13:
Maryland

David Farera
Empror Smith

The Court doth order that the said Smith
shall satisfie debt (488 lb. of tobacco
2 Caske within 8 days or else execution wth Cost of suit. (Court
and testamentary Business, Liber B, III, 235; Found in Archives
of Maryland, X, 475-6).

January 1, 1656. Farera was given permission to have an execution
against the estate of Smith, for the satisfaction of the
debt of 1,500 pounds of tobacco. On April 5th Farera demanded
payment against Smith, who was then in a debt of 1,500 pounds
of tobacco. Eleven days later, Farera and Smith are subpoenaed
to appear in court to testify to the debt between Farera and Smith.
417, 723, 725.

No. 402.

James Jolly is ordered to satisfy his debt to Ferera (ffarrea).

1656, January 13:
Maryland

David ffarrea, plant.

James Jolly, debt

Said Jolly shall within 10 days Satisfie the debt (1,520 lb. of tobacco in caske) or else execution. (Court and Testamentary Business, Liber III, 235; Found in Archives of Maryland, X, 475).

—o—

On January 1, 1658, Ferera was given permission to have an execution against the estate of Jolly, for the satisfaction of the debt of 1,520 pounds of tobacco. On April 8th Ferera demanded a warrant against Jolly in an action of a debt of 1300 pounds of tobacco. Eleven days later, Kingsberry and Veich are subpoenaed to appear in court to testify in the case between Ferera and Jolly.

See 417, 423, 425.

No. 403.

If the tobacco that David Ferera (ffarea) received from Garford is merchantable, then Ferera will pay dammages. If the tobacco is not merchantable, then Garford will pay the cost of the suit.

1656, January 13:
Maryland

David ffarea, Plt.
Richard Garford, deft.

...If said Tobacco (given to ffarea by Garford) is found Merchantable, then the said ffarea is to receive it and pay one hundred pound damage with cost of suit, but if not merchantable, then the Garford to pay cost of suit. (Liber B, III, 235; Archives of Maryland, X, 475).

—o—

Ferera was probably a merchant, who dealt with tobacco.
There is no further reference to the case of Ferera and Garford.

No. 404 .

Guttridge, the defendant, ist to pay Fer-
era 430 pounds of tobacco.

1656, January 13:
Maryland

David Farera, Pltf.

Tim Guttridge, Deft.

...Said Timothy Guttridge... make paymt.
of this sune of 430 pound of Tobaccoc. (Court and Testamentary Busin-
ess, Liber B, III, 235; Found in the Archives of Maryland, X, 475).

No. 405.

Read is to satisfy his debt of tobacco
to David Ferera (Farrera), the plaintiff.

1656, March 21:
Maryland

David Farrera Pltf
In ^Aead Defendt...

Said Read to satisfie unto sd ffarrera the
said debt of four hundred ninety four pounds of tobacco and Caske
with Cost of Suit or Else Execution. (Archives of Maryland, X, 491).

_____o_____

There is no further reference to this case.

No. 406.

The Sherrif orders Hooper, defendant, to appear at court, in a suit called by Ferrera (ffarra).

1656, October 20:
Maryland

David ffarrera, Plft
Mr. Hen. Hooper, deft.

... Said Hooper not appearing.... Sherrif
cause appearance of Said Hooper next court. (Court and Test amentary
Business, Liber B, III, 274; Found in Archives of Maryland, X, 496).

o

Because Ferrera could not prove his charges against Hooper, on
January 26, 1657, Ferrera had to pay the cost of the lawsuit.

See No. 409.

No. 401.

Clement Hinton swore in court that David Ferera (Farrea) promised Ewens two pence a pound for any goods Ferera received.

1656, November 7:
Maryland

Clement Hinton Sworne and Examined in open Court saith that David Farrea promised to Mr. Ewens 2 pence a pound for any goods he should receive. (signed) Clement Hinton. (Court and Testamentary Business, Liber B. No 3, 238; Found in Archives of Maryland, X, 478).

Farrea probably paid his debt to Ewens, as there are no further proceedings brought against the defendant.

No. 408-

Canedy is ordered to satisfy his debt of tobacco to David Ferera (ffariera).

1657, January 26:
Maryland

David Farrera, Pltf
Cornelius Canedy, deft.

Whereas David ffarrerem arrested to this court Cornelius Cannedy for a debt of 2000 pounds of tobacco and caske.... sd. Cannedy..... satisfie..... or else execution (Liber B. No. 3, 243; Found in Archives of Maryland, X, 480-1).

—o—

Canedy probably paid his debt to Ferera, as there are no further proceedings brought against the defendant.

No. 409.

Because David Ferera (Farrera) cannot prove his charges, he must pay all the costs of the suit in the case against Henry Hooper.

1657, January 26:
Maryland

Difference depending between David Farrera Plft and Henry Hooper..... Not proved by Plaintiff.... Plft is to pay all costs of suit in respect to 80⁷ pounds of Tob and Caske (Liber B, III, 243; Archives of Maryland, X, 480 - 1).

See No. 406.

No. 410.

Henry Pope, defendant, is to satisfy
his debt to David Ferera (Farrera).

1657, January 26:
Maryland

David Farrera, Plft
Henry Pope, defendt

Wheras David Farrera arrested to the
court, Henry Pope for a debt of 997
pounds of tobacco and caske due by bill dated 16th of October,
1656, payable upon all demands.... said Pope shall satisfie debt.
(Liber B, III, 243; Archives of Maryland, X, 480).

— 0 —

There is no further reference to the case.

Jacob Lumbrozo is witness to a bill binding Thomas Seamer to pay David Ferera (Farrera) 1,900 pounds of tobacco.

1657, May 18:
Maryland

Thom: Semora Bill to David Farera This Bill bindeth me Thomas Seamer me my heirs or Assignes to pay or Cause to

be paid unto David Farrera his heirs or Assignes the full and Just Sume of one Thousand twenty nine pounds of Tobacco with Caske, with out Ground Leaves to be paid on the tenth of October next en Suing the Date thereof, and for the true performance hereof I the Said Thomas Seamer doe oblige my Crop unto the Said ffarrera or his Assignes, as witness my hand this 18th day of May 1657.

Teste Jacob Lumbrozo

Thomas Seamer

(Court and Testamentary Business, 1657, Liber B, No 3, 285; Found in Archives of Maryland, X, 511).

— o —

This is our first reference to Jacob Lumbrozo. He is undoubtedly the most important Jew in Maryland in the seventeenth century. His name appears 112 times, more frequently than that of any other Jew in the New World, including Asser Levy. Lumbrozo, who first appeared in Maryland in January 1656 (See No. 16) is described as "late of Lisbone in the Kingdom of Portugal" (See No. 408). Since his will of September 24, 1665, reads, "tobacco that is sold for to be sent home to my Sister (Rebecca) Lumbrozo in Holland," it is possible that some period of Jacob's life had also been spent in Holland. (See No. 516). On February 23, 1658, Lumbrozo was brought to trial on the charge of uttering words of blasphemy against Jesus (See No. 408). He was probably acquitted a month later by a general amnesty by the governor of the colony (See No. 421). This arrest did not in anywise affect his subsequent civil status. Letters of denization vested him with all the privileges of a native or naturalized subject. For some unknown reason Lumbrozo changed his first name from Jacob to John. Although Lumbrozo's occupation is listed as a surgeon, he is also engaged in other economic pursuits, chiefly agriculture. Lumbrozo seems to have amassed real wealth. He had active intercourse with London merchants (See No. 503). Jacob, alias John Lumbrozo who is frequently mentioned in law suits had a case against the only other probable Jew in Maryland, David Ferera (See No. 422). Lumbrozo appeared in several unsavory matters: once, for his attempting to seduce Margene Gould, (See No. 475), and another time for producing a criminal abortion on Elizabeth Wild, his maidservant. (See No. 484). Yet, Lumbrozo seemed to enjoy the respect of his Christian Neighbors. He appeared as attorney four

times. Only ten other men served as attorney as many times as he (See No. 47). Lumbrozo married the aforementioned Elizabeth Wild, thus disqualifying her as the principal witness against him in the court trial (See No. 48). He later described her as "my dearly beloved wife" and she was made sole heir and executrix of his estate along the Nangemy Creek. (See No. 51). John Lumbrozo died between December 1, 1665 and June 1666. By June 1666 Elizabeth was not only a widow, but the wife of another man, John Browne. (See No. 52). John Lumbrozo's son was posthumously born to her.

Mathew Smith, plaintiff, was now-suited
in a case against David Ffaron (Ffaron).

Oct. 20:
England.

Mathew Smith, Pife.
David Ffaron, deft.

Said Smith not appearing. Said Smith be
condemned and pay 100 of tobacco damage with cost of suit. (Prov-
incial Court Proceedings, Liber 3, Ill. 233; Found in Archives of
England, XII, 2).

No. 412.

Mathew Smith, plaintiff, was non-suited
in a case against David Ffarea (ffarea).

1657, October 20:
Maryland

Mathew Smith, Plft.

David ffarea, deft.

Said Smith not appearing. Said Smith be
non-suited and pay 100 of tobacco damage with cost of suit. (Prov-
incial Court Proceedings, Liber B, III, 205; Found in Archives of
Maryland, XLI, 2).

o

See No. 422.

No. 413

An attachment is made against the estate of John Cockerell for a debt to Jacob Lumbrozo.

1657, December 29:
Maryland

Lumbrozo v. Cockerell. Attachment is granted against the estate of John Cockerell for a debt of one Thousand Seven

hundred and fifty pounds of Tobacco and Caske due by Bill unto Jacob Lumbrozo upon legal determination at the next Court. (Provincial Court Proceedings, Liber B, III, 361; Found in Archives of Maryland, XLI, 2).

— 0 —

This is the first time that Jacob Limbrozo appears in court. He seems to be quite well-to-do.

See No. 444

No. 414.

The court orders that Gillford should satisfy his debt of tobacco to Lumbrozo. The debt was contracted on January 24, 1656.

1657, December 30:
Maryland

Lumbrozo v. Gillford.

Whereas Iacob Lumbrozo arrested to this Court William Gillford for a debt of four hundred pounds of tobacco or caske due by bill, dated the 24th of Jan. 1656, The Court doth order that the said Gillford shall satisfy the said debt of four hundred pounds of Tobacco and Caske reserving a discount for the said Gillford of the said debt, or part thereof until the next court. (Provincial Court Proceedings, Liber B, III, 361; Found in Archives of Maryland, XLI, 3)

— o —

Jacob Lumbrozo must have been in Maryland by January 24, 1656. On February 16, 1658, the Court ordered that Lumbrozo discount one hundred pounds of Gillford's tobacco.

See No. 419.

No. 415.

David Ferera (Farrera) wins his suit from Thomas Seamer, and recovers his debt of 1,075 pounds of tobacco.

1657, December 31:
Maryland

Farrera v. Seamer. Judgment is Granted against Thomas Seamer in the behalf of David Farrera for a debt of one Thousand Seventy five pounds of Tobacco and Caske. And upon non-paymment of the Said Debt Execution to be Granted with Cost of suit (Provincial Court Proceedings, Liber B, III, 372; Found in Archives of Maryland, XLI, 2).

See No. 411.

No. 416.

Cornelius Abram acknowledges his debt
of tobacco to Lumbrozo.

, Dec. 31:
land

Lumbrozo v. Abram.

Cornelius Abram acknowledgeth a Judgment
to Jacob Lumbrozo for a Debt... of four
hundred pounds of Tobacco and Caske with

ost of Suit. (Provincial Court Proceedings, Liber B, III, 371; Found in
archives of Maryland, XLI, 10).

—o—

On January 18, 1656, Lumbrozo asked for a writ of scire facias against
Cornelius Abram (Abraham) for four hundred pounds of tobacco and cask.
Finally, on October 7, 1658, Lumbrozo demanded that he recover the
tobacco owed to him by Cornelius Abram (Abrahamson) recently deceased.

See Nos. 428, 435.

No. 417.

Ferera (ffarera) can have an execution against the estate of Jolly for the satisfaction of the debt that the defendant owes to Farera.

1658, January 1:
Maryland

Farrera v. Jolly...Whereas James Jolly by former Judgment of this court dated the 13th of January 1656 was to pay unto David ffarera the Sume of one thousand five hundred and twenty pounds of tobacco and Gaske ... The Court doeth order that the Said ffarera have execution if he desire it against the Estate of the Said Jolly for the satisfying of Said debt. (Provincial Court Proceedings, Liber B, III, 374; Found on the Ar chives of Maryland, XLI, 13).

See No. 402.

Jacob Lumbrozo was brought to trial, on the charge of uttering words of blasphemy against Jesus Christ. Richard Preston Jr., a witness, stated that Lumbrozo had said that Jesus was a man, who performed miracles by the art of magic, and taught his disciples this magic. Fosset, another witness, said that Lumbrozo called Jesus a necromancer. Lumbrozo was put into security, and ordered to give an answer to these charges.

1658/9, February 23:
Maryland

Was called before the Board Jacob Lumbrozo and charged by his Lps attorney for uttering words of blasphemy agst

The Depos of John ffossetl....that about halfe a year since, this Depont being att the howse of Mr. Rich...and there meeting with Jacob Lumbrozo. Hee this depont and the sd Lumbrozo falling into discourse concerning our Bd Sauier Christ his Resurrection, Telling the sd Lumbrozo that he was more than man, as did appeare by his "esurrection, to wch the sd Lumbrozo answered, That his disciples stloe him away, Then this Depont replied the noe man euer did such miracles as he. To wch the sd Lumbrozo answered, That such works might be done by Negromancy, a sorcery, or words to that purpose, and this Depont replied to the sd Lumbrozo, tht hee supposed, tht the sd Lumbrozo took Christ to be a Negromancer. To wch the sd Lumbrozo answered nothing but laughed... I Richard Preston Junr doe testify tht about June or July last... Josias Cole asked the sd Lumbrozo whether the Jews did Look for a Messias? and the said Lumbrozo answered yes. Then the sd Cole asked him, what hee was that was Crucified att Jerusalem? & the sd Lumbrozo answered hee was a man. Then the sd Cole asked him how hee did doe all his miracles? and the sd Lumbrozo answered hee did them by the Art Magick. Then the sd Cole asked him, how his Disciples did doe the same miracles after hee was crucified? And the sd Lumbrozo answered hee taught them his Art and further sayth not... The sd Lumbrozo sayth tht hee had some talk wth those persons & willed by them to declare his Opinion. & being by profession a Jew he answered to some particular demands then urged, & as to that of miracles done by Art Magick, he declared what remains written concerning Moses and the Magicians of Egypt: But sayd not anything scoffingly or in derogaon of him, Christians acknowlege for their Messias.

it is Ordered that the sd Lumbrozo remaine in the Sheriffs Custody untill hee putt in security Body for Body to make answer to what shall be layd to his charge, Concerning those blasphemous words and speeches, att the next Provincial Court, & tht the persons be there present to testify uiua voce in Court. (Provincial Court Proceedings, 1658, Liber P.C.R. 160; Found in Archives of Maryland, XLI, 203).

These proceedings were brought under the Toleration Act of 1649, which like the blue laws today, had apparently not been rigidly en-

forced. (Altfield, Jews Struggle 3).

E.D. Neil erroneously stated that the above event occurred on July, 1658. (E.D. Neil, Founders of Maryland, 132).

Lumbrozo probably escaped further prosecution because of the general amnesty of the Governor.

See No. 421.

No. 419.

The Court orders Lumbrozo to discount one hundred pounds of tobacco from the debt of Gillford. The debt that Gillford owes Lumbrozo is now three hundred pounds.

1658, February 16:
Maryland

The Court doth order that the said Lumbrozo discount one hundred pounds of tobacco (of Gillford). (Provincial Court Proceedings Liber B, III, 399; Found in Archives of Maryland, XLI, 30).

0

See No. 414.

No. 420.

In a trial held at St. Mary's on February 24, 1658, one John Metcalfe testifies that such and such thing happened "soone after ye arrival of ye Jew".

1658, February 24:
Maryland

The Sheriffe for Jurovs warned ye former Jury to attend Viz.... John Metcalfe Gentn Sworne in Open Court Sayth That being one day at Daniel Clockers, soone after ye arrayvall of ye Jew. (Records of the Provincial Court, 1658-1662, folio 164).

0

Hollander states that Lumbrozo is clearly indicated here. Unfortunately, no other statement occurs to make a precise determination of his arrival possible. (PAJHS, I, [1893] 27).

No. 421.

Lumbrozo probably was acquitted of the charge of blasphemy by this general amnesty by the Governor.

1658, March 3:
Maryland

I doe hereby pardon and acquit all and every person or persons wch (to) this Court in any Criminal Cause stood indicted convicted or condemned to dye. (Proceedings of Provincial Court, folio 215; Found in Archives of Maryland, XLI, 258).

No. 422.

Ferera (Ferreira) demands a warrant against Mathew Smith.

1658, March 27:
Maryland

David Ferreira demanded warrrt agst Mathew Smith in an accon of case. Warrrt to Sheriffe of Calverton County. (Provincial Court Proceedings, Liber, P.C.R. 9; Found in Archives of Maryland, XLI, 45).

_____o_____

See No. 412.

No. 423.

David Ferera demands a warrant against
Jolly, in an action of a debt.

1658, April 8:
Maryland

David Ferriera demandeth warrt agst James
Jolly, in an accon of Debt to the ualew of
1300 Tob. Warrt to Sheriffe. (Provin-
cial Court Proceedings Liber P.C.R. 13; Found in Archives of Mary-
land, XLI, 48-49).

See No. 402.

No. 424.

David Ferera demands a warrant against John Davres, in an action of a debt which the defendant owes Ferera.

1658, April 8:
Maryland

David Ferera demandeth warrrt agst John Davres in an action of Debt, to ualew of 540 Tob and Cask. (Provincial Court

Proceedings, Liber P.C.R. 13; Found in Archives of Maryland, XLI, 48 - 49).

—o—

There is no reference of any additional proceedings.

No. 425.

Kingsberry and Veech are subpoenaed to appear in court to testify in the case between Ferera (ffererra) and Jolly.

1658, April 19:
Maryland

Subpen. to the Sheriffe of County of Cal-
uert to warne Robt. Kingsberry and James
Veech to bee att the next Prou: Court, to
testify & c; in a case betwene Daud ffererra & James Jolly, att
the request of sd Jolly. (Provincial Court Proceedings, Liber PCR
21; Found in Archives of Maryland, XLI, 56).

o

Lambrozo later became Veech's attorney.

See Nos. 402, 471.

No. 426.

The defendant Tunnis acknowledges his debt
to Ferrera (Fereira).

1658, April 28:
Maryland

Ferrera v. Tunnis. Deft (TUNNIS) acknowledgeth
debt of Three hundd fifty six pounds of Tob.
(Provincial Court Proceedings, Liber P.C.R.

38; Found in Archives of Maryland, XLI, 73).

No. 427

The case between Ferera (Ferreira) and Lumbrozo, postponed.

1658, April 28:
Maryland

Ferriera v. Lumbrozo
The Crosse Accono of Daudid Ferriera
& Docto Lumbrozo Both accono respited

til next Court, (Provincial Court Proceedings, Liber P.C.R., 34;
Found in Archives of Maryland, XLI, 70).

_____o_____

On June 18, 1658, Hooper was subpoenaed to testify in the case between Ferera and Lumbrozo. Ennis and Seamour were also subpoenaed on August 23, 1656, to give testimony. On October 5, 1658, Lumbrozo demanded that Ferera pay him the debt of 3,821 pounds of tobacco. There is no indication as to whether Lumbrozo's request was carried out.

The story became reversed. For on February 1, 1660, Ferera demanded a writ to arrest Lumbrozo in an action of a debt of 1,500 $\frac{1}{2}$ Tobo and Caske. The Court ordered Lumbrozo to pay Ferera, on February 26, 1660, 450 pounds of tobacco and Caske plus the cost of the suit.

See Nos. 429, 432, 434, 447, 448.

No. 428.

Lumbrozo demands a writ of a scire facias against Cornelius Abram (Abraham) in an action of a debt.

1658, June 18:
Maryland

Lumbrozo v. Abraham
Jacob Lumbrozo demandeth writt of Scire facias agst. Cornelius Abraham for four hundred pounds of Tob of cask. (Provincial Court Proceedings, Liber P.C.R. 64; Found in Archives of Maryland, XLI, 99).

o

See No. 416.

.No. 429.

Henry Hooper is subpoenaed to testify in the case between Lumbrozo and Ferrera (Ferrera).

1658, June 18:
Maryland

Lumbrozo v. Ferrera. Subpoena likewise to the sheriffe of Calvert County to warne Hery Hooper to bee att the next Proul Court to bee held 8 7ber next, to testify his knowlege in a case depending betwixt Jacob Lumbrozo & David fferrerra att the request of the sd Lumbrozo. (Provincial Court Proceedings, P.C.R. Liber 64; Found in Archives of Maryland, XLI, 98).

See No. 427.

No. 430.

John, alias Jacob Lumbrozo entered the brand that he was going to place on his hogs and cattle.

1658, July 24:
Maryland

John Alias Jacob Lumbrozo entereth his marke of hogs and Cattell videlicet a figur of three on the right Eare and the top of the Eare taken away and the left Eare Cropt and slite. (Charles County Court Proceedings, 1658-1662, Liber A, 250; Found in Archives of Maryland, LIII, 261).

—o—

"Lumbrozo chaged his given name from the Jewish Jacob to the equally Jewish John without leaving an explanation for posterity" (Goodman, American Overture. 143).

—o—

John was not a name that was used extensively by Jews at this time. On March 14, 1664, the same brand was again used by Lumbrozo to place on his cattle.

See No. 504.

No. 431.

Ennis and Seamour are subpoenaed to testify in the case between Ferera (Ferreira) and Lumbrozo.

1658, August 23:
Maryland

Lumbrozo v. Ferreira. Writ Sub poena for Willm Ennis & Thomas Seamour to testify in a Cause depending between Jacob Lumbrozo and David Ferreira upon forfeiting 500 Tob apiece in case of not appearing & c. (Provoncial Court Proceedings, Liber P.C.R. 87; Found in Archives of Maryland, XLI, 128).

_____.
See No. 427.

No. 432.

Hamstead is subpoenaed to testify in a case between Ferera (fferreira) and William Berry.

1658, August 23:
Maryland

Ferriera v. Berry.

Subpoena fer Willm Hampsted to testify in a Cause inter David fferreira &

Willm Berry. (Provincial Court Proceedings, Liber P.C.R., 87; Found in Archives of Maryland, XLI, 128).

_____o_____

There is no further mention of this case.

No. 433.

Jacob Lumbrozo demands a warrant against William Harwood, in an action of a case.

1658, August 30:
Maryland

Jacob Lumbrozo demandeth warrrt agst Willm Harwood in an acccon of Case. Provincial Court Proceedings, Liber P.C.R. 87; Found in Archives of Maryland, XLI, 1297.

_____o_____

There is no mention of any further proceedings.

No. 434.

Lumbrozo demands that Ferera (Ferreira)
pay him the debt of 3,821 pounds of tob.

1658, October 5:
Maryland

Lumbrozo v. Ferreira.

The humble Petn. of Jacob Lumbrozo Sheweth
that wheras David ffereira standeth indebt-
ed to Yo Pete in the summe of Three Thowsand Eight hundd Twenty
one pounds of Tob & Cask, as shall appeare by a Just Accompt. The
wch hath bene seuerall times demanded and hee refuseth to make mee
paymt. Therefore yo Petr humbly craueth redresse agst him and yo
Petr shall dayly pray & ce (Provincial Court Proceedings, Liber
P.C.R. 109; Found in Archives of Maryland, XLI, 151).

o

See No. 427

No. 435.

Lumbrozo asks that he receive the debts owed to him by Cornelius Abram (Abrahamson) deceased.

1658, October 7:
Maryland

Jacob Lumbrozo demandeth of Cornelius
Abrahamson deceased 400 Tob (upon
Exequuon) besides other ffees due to the
Clerks and Sheriff. (Provincial Court Proceedings, Liber P.C.R., 135;
Found in Archives of Maryland, III, 179).

o

See No. 416.

No. 436

Lumbrozo demands a warrant against William Ewen, in an action of a case concerning tobacco.

1658, October 23:
Maryland

Jacob Lumbrozo demandeth warrrt agst. Willm Ewen in an accon of Case of 300 Tob, (Provincial Court Proceedings, Liber P.C.R. 85;

Found in Archives of Maryland, XLI, 127).

No. 437.

Lumbrozo demands a warrant against Brooks
in an action of a debt.

1658, November 3:
Maryland

Jacob Lumbrozo demandeth warrent agst Michael
Brooks, in an action of Debt. (Provincial
Court Proceedings, P.C.R. Liber 140; Found in
Archives of Maryland, XLI, 184).

_____o_____

There is no further mention of this case.

No. 438

Lumbrozo demands a warrant against Chaplain
in an action of a debt.

1658, November 3: Jacob Lumbrozo demandeth warrat agst Willm
Maryland Chaplain in an accon of Debt. (Provincial
 Court Proceedings, P.C.R., Liber 140; Found
in Archives of Maryland, XLI, 184).

—o—

There is no further mention of the case.

No. 439.

Farera (ffeirena) demands a warrant against Warren in an action of a debt.

1658, Nov. 10:
Maryland

David fferena demands warrt agst Humphrey Warren in an accon of Debt to the ualew of 16 s 2 d sterl. (Provincial Court Proceedings, P.C.R. 156; Found in Archives of Maryland XLI, 200, 202).

o

On February 25, 1659, the court ordered Humphrey Warren to pay Farera thirty six shillings six pence.

See No. 441.

No. 440.

Captain Cornwalley's demands a warrant
against Ferera (ffereira) in an action
of a case.

1658, Dec 2:
Maryland

Capt Thomas Cornwalley's demand wart
agst David ffereia in an accon of Case.
Provincial Court Proceedings, Liber

P.C.R. 151; Found in Archives of Maryland, XLI, 196).

_____o_____

There is no further mention of the case.

No. 441

Warren is ordered to pay his debt to
Herera (ffereira) of 36 shillings, six
pence.

1659, February 25
Maryland

David ffereira v. Humphrey Warren....It
is ordered that the debt pay unto pltf.
Thirty six shillings six pence. (Provin-
cial Court Proceedings, Liber P.C.R. P 183; Found in Archives of
Maryland, XLI, 226).

— 0 —

See No. 439.

No. 442.

David Ferera (ffereira) demands a writt
against Captain Tilgman.

1659, May 5:
Maryland

David ffereira demands writt agst Capt
Samuel Tilghman Accon Case, Summons. (Prov-
incial Court Proceedings, P.C.R., 264: Found
in Archives of Maryland, XLI, 301).

See No. 443.

No. 443.

Captain Tilghman conveys to Ferera(ffereira)
one third of a vessel.

1659, May 9:
Maryland

I Samuel Tilghman.....Convey unto sd David
ffereira..... all my Right....of Third part
of sd Vessel, with the third part of all

Anchors, Cables (Provincial Court Proceedings, Liber P.C.R. 266;
Found in Archives of Maryland, XLI, 302-303).

— o —

Perhaps, Ferera was engaged in some type of shipping industry.

See No. 442.

No. 444.

Cockerell demands a warrant against Lumbrozo
in an action of a case.

1660, January 7: John Cockerell demands a warrant at his suit
Maryland agt John Lumbrozo in an action of the case.
(Provincial Court Proceedings, 1660, Liber
P.C.R. 387: Found in Archives of Maryland, XLI, 389).

See No. 413

No. 445.

Ferera (fferrea) demands a writ to arrest
Basey in an action of a debt.

1660, February 1:
Maryland

David ffereea demands writt to arreast
Michael Basey in an action of debt of
138 lb Tob. and Caske (Provincial Court
Proceedings, Liber P.C.R. 403; Found in Archives of Maryland,
XLI, 404).

—o—

There is no further mention of the case.

No. 446

Ferera (fferrea) demands a writ to arrest
Bretton in an action of a debt.

1660, February 1:
Maryland

David fferrea demands writt to arrest
Wm Bretton in an action of debt of 360lb
of tob and Caske. (Provincial Court Proceedings, Liber P.C.R. 403;
Found in Archives of Maryland, XLI, 404).

_____o_____

There is no further mention of the case.

No. 447.

Ferera (fferrea) demands a writ to arrest
Lumbrozo in an action of a debt.

1660, February 1:
Maryland

David fferrea demands writt to arrest Jacob
Lumbrozo in an action of debt of 1500 Tob
and Caske. (Provincial Court Proceedings,
Liber P.C.R., 403; Found in Archives of Maryland, XLI, 405).

o

See No. 427.

No. 448

The Court orders Lumbrozo to pay Ferera (Fereira) 450 pounds of tobacco and caske plus the cost of the suit.

1660, February 26:
Maryland

Fereira v. Lumbrozo.

The Complt. sueth for foure hundred and fifty pounds of tobacco and Caske and the defdt by his attorney having nothing to alleage against it the Court doth order that the deft pay to the pltf. the said foure hundred and fifty pounds of tobacco and Caske with Costs of Suite. (Provincial Court Proceedings, Liber P.C.R., 444; From Archives of Maryland, XLI, 441).

o

See No. 427.

No. 449.

Gils and Elisabeth Glouer assign their title and interest of a bill of sale to Lumbrozo.

1660, October 1:
Maryland

...wee Gils and Elisabeth Gloer ...doe hearby assigne all ovr Right titell and interest of this bill of sayle unto Jacob Lumbrozo alias John Lumbrozo (he the sayd Lumbrozo Paying the Lord Proprietaree Rent for it) for the futur for a valewable Consideration already Receaved. (Charles County Court Proceedings, 1658-1662, Liber A, 225; Found in Archives of Maryland, LIII, 265).

— 0 —

The Glouers were evidently not very good friends of Lumbrozo. On February 9, 1662, Lumbrozo championed the rights of the Goulds against Gils Glouer. The following day Glouer demanded a warrant against Lumbrozo. This was Glouer's chance to get even. On March 16, 1662, Lumbrozo had to sign a bill binding him to pay Gils Glouer 2,572 pounds of tobacco and cask. Gils Glouer demanded on January 5, 1663, that Lumbrozo pay this debt of 2000 pounds of tobacco. On May 13, 1663, Gils Glouer received 169 pounds of tobacco in fulfillment of Lumbrozo's debt; on July 21, 1663, Lumbrozo paid 170 pounds of tobacco, and on January 4, 1664, the defendant paid 408 pounds of tobacco to Glouer. This is the last reference to the debt.

SEE Nos. 445, 457, 458, 459, 461, 464, 480, 482, 497

No. 450.

Lumbrozo demands a writ to arrest Pake in
an action of a debt.

1661, Jan. 20:
Maryland

John Lumbrozo demds a writt to arrest
Walter Pake in an accon of debt in Chancery.
(Provincial Court Proceedings, 1661, Liber
P.C.R., 904; Found in Archives of Maryland, XLI, 513).

_____o_____

There is no further mention of the case.

No. 451.

Sime, the defendant, is granted a non-suit because Lumbrozo failed to appear in court.

1661, January 20:
Maryland

Mr. John Lumbrozo Plantinue Richard
Sime Defendant.

The Plantinue not appearing nor any
Attorney for him the defendant Craueth a non suit which is granted
Charles County Court Proceedings, Liber B, 197; Found in Archives
of Maryland LIII, 413).

o

On January 5, 1663, Lumbrozo demanded a warrant against Richard
Sims in an action of a debt. Lumbrozo demanded another warrant
on November 3, 1663.

See 466, 491.

No. 452.

Lumbrozo demands a writ to arrest Hammond in an action of the case.

1661, June 5:
Maryland

John Lumbrozo demds a writt to arrest
John Hammond in an accon of the case.
Warrrt. (Provincial Court Proceedings,

1661, Liber P.C.R., 1082; Found in Archives of Maryland, XLI, 567).

—o—

On October 8, 1662, the trial of Lumbrozo and Hammond was held.
Because Lumbrozo had nothing to say, a non-suit was granted to the
defendant.

See No. 462.

No. 453

John alias Jacob Lumbrozo signs a bill binding him to pay Robert Stockman 2000 pounds of Tobacco.

1661, August 3:
Maryland

Robert Stockman....Plantine John alias Jacob Lumbroso, Defendant....That John alias Jacob Lumbroso stande indebted by bill unto your petitioner 2000 lb of tobacco and Caske... This bill bindeth Mee John alias Jacob Lumbroso...to bee payd to Robert Stockman the full sum of too thowsand pounds of tobacco in Caske.(Charles County Court Proceedings, 1662-1666, Liber B, 87; Found in Archives of Maryland, LIII 335-336).

_____o_____

See No. 456.

No. 454.

Lumbrozo demands a writ to arrest Jolly in an action of the case.

1661, August 10: Jacob Lumbrozo demands a writt to arrest
Maryland James Jolly in an accon of the Case. (Provin-
sial Court Proceedings, 1661, Liber P.C.R. 477; Found in Archives
of Maryland, XLI, 467).

_____o_____

Jolly is mentioned one more time in connection with Lumbrozo. On September 11, 1666, Lumbrozo assigned the rights of his land to Jolly.

See No. 489.

The trusty and well-beloved friend
of John Gould-John Lumbrozo - is
appointed Gould's attorney in the
suit against Gilo Glouer.

1662/3 February 9: John Gould Plaintiff
Maryland Gils Glouer Defendant

Know all men by these present that wee
John and Margery Gould ... appoint our trusty and well
beloved friend, John Lumbrozo to be our lawful attorney ...
Whearupon the sayd Lumbrozo preferred this ensuing petition ...
that whereas Gils Glouer hath much defamed your Petitioners
wife in calling of her whore and in saying that hee would
prove her a whore which is the greatest infamy that a
malitious tounge can cast on a woman seeing that Shee lives
for ever in eternall shame that lives to see the death of her
good name -- Therefor your petitioner humbly craveth a iury
of able men to consider the Premisses and to bring in their
verdict for the Reparation of your poore petitioners wives
woounded fame ...

To the worshipfull commissioners of Charleses County the
humbe petition of John Goold humbly sheweth that wheras
Elisabeth Glouer wife to Giles Glouer hath much abused
your petitioner's wife in saying to you whore play the whore
in the Corne feeld againe. Thearfor your petitioner humbly
craveth a Jurie for the Reparation of the sayd wrong con-
sidering that though the speach bee near so fals an ill that
one believes is not an other will. And so thear malice very
seldom fayles but one way or another still prevayles. Whear-
upon the Plantive desireth that Joseph Torrosell might have
his oath guiven him which was granted and as follow Joseph
Dorrosell sworne and examined in open court sayeth that hee
heard Elisabeth Glouer say to John Goolds wife go into the
Corne feeld and play the whore againe and further sayeth not.
Whearupon the defendant craved a reference which was granted.
(Charles County Court Proceedings, 1662-1666, Liber B, 63;
Found in Archives of Maryland liii, 319-320).

o

Goodman states correctly that John and Margery Gould
were Lumbrozo's servants. (American Overture, 144).

o

On May 11, 1663, Lumbrozo sued his erstwhile friends, the
Goulds, for defamation.

Perhaps Lumbrozo, the attorney for the plaintiff, John
Glouer, believed the testimony of the defendant, Glouer, who
called Margery Gould "a whore". For Lumbrozo "would have
her (Margery) to be his whore."

No. 456.

Stockman demands a warrant against
Lumbrozo in an action of a debt.

1662, February 10: Robert Stockman demands a warrant
Maryland against John alias Jacob Lumbrozo in
an action of debt to the valew of 2000
lb. of tob: (Charles County Court Proceedings, Liber B, 58;
Found in Archives of Maryland liii, 316).

_____o_____

See No. 453.

No. 457.

Gils Glouen, Plaintiff, is non suited because his wife served as his attorney in the suit against Lumbrozo.

1662, February 10:
Maryland

Gils Glouer Plantine by his wife by her Attorney John Waltome versus Jacob Lumbrozo defendant.... No woman whatsoever should be admitted for thear husbands Attorney...ordered that the Plantine shoold be nonsuited whearupon the Plantine withdrew his papers. (Charles County Court Proceedings, 1662-1668, Liber B, 62; Found in Archives of Maryland, LIII, 318-19).

0

See Nos. 449, 455.

No. 458

Glouer demands a warrant against Lumbrozo in an action of the case.

1662, February 10:
Maryland

Gils Glouer demands a warrant against John, alias John Lumbroso in an action of the case. (Charles County Court Proceedings, 1662 - 1666, Liber B, 58; Found in Archives of Maryland, LIII, 316).

— 0 —

See No. 449

No. 459.

Lumbrozo signs a bill binding him to pay to Gils Glouer 2,572 pounds of tobacco and cask.

1662, March 16:
Maryland

This bill bindeth mee John Lumbrozo my heirs or Assignes to pay or Cause to be payd unto Gils Glouer or his assignes the full and iust sum of too thousand five hundred seaventy too pounds of tobacco and Caske. (signed) John Lumbrozo. (Charles County Court Proceedings, 1662-1666, Liber B, 219; Found in Archives of Maryland LIII, 429).

—o—

See No. 449.

No. 460.

Achillis demands a warrant against Lumbroso
in an action of the case.

1662, August 29:
Maryland

Peter Achillis demandeth a warrrt agt. John
Lumbroso in an accon of the case. (Provin-
cial Court Proceedings, Liber P.C.R. 1086;

Found in Archives of Maryland, XLI, 571).

o

There is no further mention of the case.

No. 461.

Giles and Elisabeth Glouer assign a title and interest of a bill of sale to Lumbroso.

1662, October 2:
Maryland

Wee Giles and Elisabeth Glouer ...assigne
allow. Right titell and unterest of this
of sayle unto Jacob Lumbroso alias John
Lumbroso his heirs.... for euer.

Giles Glouer
 his manke

(Charles County Court Proceedings, 1662 - 1666, Liber B, 333; Found
in Archives of Maryland, LIII, 497).

_____o_____

See No. 449.

No. 462

A non suit is granted to Hammond, because the plaintiff had nothing to testify.

1662, October 8:
Maryland

The Plt. (Lumbrozo) having nothing to say A Non suite is granted to the deft.
(Provincial Court Proceedings, Liber

P.C.R., 1100; Found in Archives of Maryland, XLI, 578).

—o—

See No. 452.

No. 463

Lumbrozo tries to recover a debt from the
estate of Gyles Sadlier.

1662, December 3:
Maryland

The Estate of Gyles Sadlier.....By one
Bill of Jacob Lumbrosoes

1270

1139; Found in Archives of Maryland, XLI, 601).
(Provincial Court Proceedings, Liber P.C.R.,

No. 464.

Glouer demands a warrant against Lumbrozo
in an action of a debt.

1663, January 5:
Maryland

Gils Glouer demands a warrant against John
alias Jacob Lumbroso in an action of a
debt to the valew of 2000 lb. of tobacco.

Warrant to the Sheriffe. (Charles County Court Proceedings, 1662 -
1666, Liber B, 211; Found in Archives of Maryland, LIII, 423).

—o—

See No. 449.

No. 465

Lumbrozo has Bradshaw and Dorrosell
subpoenaed.

1663, January 5: John Lumbroso subpoenas George Bradshaw,
Maryland John Dorrosell. Warrant and subpoenas
to Sheriffe. (Charles County Court
Proceedings, Libber B, 210; Found in Archives of Maryland,
liii, 421).

—o—

Lumbrozo probably subpoenaed Dorrosell, so he could
testify—that Lumbrozo had sold a black roof caster to
Richard Sims.

On January 10, 1664, Lumbrozo demanded a warrant against
Bradshaw in an action of a debt of 360 pounds of tobacco.
Lumbrozo was non-suited on November 12, 1664, because he could
not prove that Bradshaw was in debt. On June 13, 1665,
Lumbrozo demanded a warrant against Bradshaw in an action
of a debt of 1115 pounds of tobacco. There is no further
reference of this case. See Nos. 468, 500, 502, 511, 515.

No. 466

Lumbroso demands a warrant against
Richard Sims in an action of a debt.

1663, January 5:
Maryland

John Lumbroso demands a warrant against
Richard Sims in an action of debt 436.
(Charles County Court Proceedings, 1662-
1668 Liber B, 210; Found in Archives Maryland 1111, 421)

o

See No. 451

No. 467.

Bradshaw swore that he sold to Lumbrozo
a caster for 300 pounds of tobacco.

1663, January 5:
Maryland

Georg Bradshaw sworne in open court sayeth
that he sould to John alias Jacob Lumbrozo
one shaged caster about the latter end of
March last for three hundred pounds of tobacco et non ultra. (Char-
les County Court Proceedings, 1662 - 1666, Liber B, 219; Found in
Archives of Maryland, LIII, 429).

—o—

See No. 465

No. 468.

Donosell swore that he was a witness when Doctor Lumbrozo sold a black roof caster to Richard Sime and that the latter was to pay Lumbrozo for it.

1663, January 5:
Maryland

Josaphat Donosell sworne in open Court sayeth that about the Latter end of May or June hee saw doctor Lumbrozo sell a black rooffe Caster to richard Sime for which hee was to pay as the doctor did and the deporant is a witness to the bill and further sayeth not. (Charles County Court Proceedings, 1662- 1666, Liber B, 219; Found in Archives of Maryland, LIII, 429).

See No. 465

No. 469.

Lumbrozo demands a writ against John Legatt
in an action of a debt.

1663, June 25:
Maryland

John Lumbrozo dds writt agst John Legatt
in an accon of Debt to the ualew of 2500
Tob & Cask. (Provincial Court Proceedings,
Liber B.B, 32; Found in Archives of Maryland, XLIX, 30).

—o—

John Legatt was also a minister. On September 5, 1663, Lumbrozo
charged that John Legatt married people without a license.

See No. 487.

No. 470.

Joseph Donosell demands a warrant against
Lumbrozo in an action of a debt.

1663, January 28:
Maryland

Joseph Donosell demands a warrant against
John Lumbrozo in an action of a debt to the
valeur of 900 lb of tobacco and 3 barrels of
Corne. Warrant to the Sheriffe. (Charles County Court Proceedings
Liber B, 243; Found in Archives of Maryland, LIII, 442).

— 0 —

There is no further reference to the case.

No. 471.

Veich appoints Lumbrozo to be his attorney.

1663, May 6:
Maryland

Know all men by thees Presants that
I James Veich of Calvert County Plan-
ter doe Constitute or appoynt my Lou-
ing friend Mr John Lumbrozo my trew and lawful Attorney. (Charles
County Court Proceedings, 1662 - 1666, Liber B. 133; Found in
Archives of Maryland, LIII, 369).

—o—

Jacob Lumbrozo appears as attorney in Charles County four times.
Only ten other men served as attorney in Maryland as many times
as Lumbrozo. (Archives of Maryland, XLIV, 357).

see Nos 472, 476, 478, 483, 490

No. 472

Lumbrozo is the lawyer of Veich against Tomkinson.

1663, May 6:
Maryland

The deposition of Thomas Burdit aged twenty seven years... sayeth that your deponent accepted of a debt dew from John Tomkinson unto Jacob Lumbrozo, Veich's lawyer. (Charles County Court Proceedings, 1662 - 1666, Liber B, 133; Found in Archives of Maryland, LIII, 369).

— o —

See Nos. 471, 492.

No. 473

Lendsey demands a warrant against Lumbrozo in an action of a debt.

1663, March 8:
Maryland

Edmond Lendsey demands a warrant against John Lumbrozo in an action of debt of 190 lb. of tobacco. Warrant to the Sheriff. (Charles County Court Proceedings, 1662 - 1666, Liber B, 254; Found in Archives of Maryland, LIII, 448).

—o—

See No. 496

No. 474.

Lumbrozo judges Jheromie Taylor to be 120 years old.

1663, March 8:
Maryland

John Lumbrozo Presents on Jheromie Taylor to have his age iudged of one who is iudged to bee one and twenty years old. (Charles County Court Proceedings, 1662 - 6, Liber B, 259; Found in Archives of Maryland, LIII, 452).

0

Lumbrozo received 50 acres of land on August 20, 1664, "for bringing into the province one Jeremy Taylor".

See No. 508

Lumbrozo sues his erstwhile friends, the Goulds, for defamation. They were accused of spreading the "tale" that he had offered John Gould half his possessions "boath land and hogs ... if (he) would consent to let him (Lumbrozo) ly with his wife." Margery testifies how Lumbrozo had attempted to force her, while he furnished scriptural proof that his intentions were honorable. Lumbrozo withdrew his suit and paid the costs.

1663, May 11:
Maryland

John Lumbrozo Plaintiff
John and Margeri Goold Defendant
John Dorrosell aged 40 years or thereabouts Sworne and examined in open court sayeth that Margery Goold told this deonant that doctor Lumbrose would have laine with her ...

Petition of Margerie Goold. Your Petitioners hauring themselves to John Lumbroso Surgan for the terme of too years desiers to bee released of the sayd saurice for many and inst occasion which your petitioner shall declare hear in the Petition and upon oath in manner following the sayd Lumbrozo asked of mee if I would give consent to let him ly with my wife and bee woold give mee one halfe of his possessions, boath land and hogs ...

Margery Goold declareth that the said Lumbroso woold have her to bee his whore and when my husband is out of the way hee is still at mee to delued mee to fulfill his Lust and so hee tooke mee in his armes and threw mee upon the bed and thear woold have the use of use of my body and I crying out aloud and then hee let mee goe and afterwards I asked him if hee was not ashamed and hee sayd to me that he was not and that he woold show me scriplur for it thearfor. ... The Plaintiff withdrew himself and the defendant craved a non suit which was granted. It is therefor ordered that the Plaintiff shoold bee nonsuited and pay the cost and charge of the suit. (Charles County Court Proceedings, 1662-1666, Liber B. 117; found in Archives of Maryland liii, 335-357)

o

This is the last reference to Lumbrozo and the Goulds. No doubt Lumbrozo ceased to be "a trusty-well beloved friend."

See No. 455

No. 476

Lumbrozo is the attorney for Veich
against John Tomkinson, the defendant.

1663, May 11:
Maryland.

John alias Jacob Lumbroso attorney to
James Veich Plaintiff.
John Tomkinson Defendant.

(Charles County Court Proceedings, 1662-1666, Liber B, 118;
Found in Archives of Maryland, 1111, 357-358).

o

See Nos. 471, 472.

No. 477.

Lumbrozo charges through his attorney that William Gother, defamed him by stating that Lumbrozo had cheated the defendant out of his crops. The court orders that Lumbrozo be non-suited and pay the costs of the suit.

1663, May 12:
Maryland

Benjamin Hammon by Attorney John alias
Jacob Lumbrozo Plaintiff William
Gother defendant to the worshipfull

commissioners of Charlese Countie the humble petition of Benjamin Hammon humbly sheweth that whearas William Gother hath maliciously defamed your petitioner in reporting that hee hath cheated him of his crope hee thearfor hath entered his action of defamation ... It is ordered that the plaintive shoold bee nonsuited and pay the cost and charge of suit.

(Charles County Court Proceedings, 1662-1668, Liber B, 161;
Found in Archives of Maryland, liii, 386-7).

No. 478.

Lumbrozo as attorney to James Veich.

1663, May 12:
Maryland

Tomkinson debt. (Lumbrozo), as attorney
to James Veich. (Charles County Court Proc-
eedings, 1662 - 1666, Liber B, 110;

Found in Archives of Maryland, LIII, 352).

— o —

See Nos. 471, 472

No. 479

John Lumbrozo demands a warrant against
Brom in an action of the case.

1663, May 12:
Maryland

John Lumbrozo demandeth a warrant against
Thomas Brom in an action of the Case. John
Margene Gould sub: (Charles County Court
Proceedings , 1662 - 1666, Liber B, 110; Found in Archives of Mary-
land, LIII, 352).

No. 420.

Gils Glouer received 169 pounds of tobacco in fulfillment of Lumbrozo's debt.

1663, May 13;
Maryland

Received in part of the bill (from Lumbrozo) one hundred sixtie nine pounds of tobacco and caske.....Gils Glouer
his marke

(Charles County Court Proceedings, Liber B, 220; Found in Archives of Maryland, LIII, 429).

—o—

See No. 449

No. 481

Lumbrozo was sent to prison because he produced a criminal abortion upon Elizabeth Wild his maidservant, after the two did "lee together".

1663, June 15:
Maryland

John alias Jacob Lumbrozo beeing Claped up in prison... The deposition of Joseph Donosell... declared hee went to Mr. Adams and told him the doctor John Lumbrozo and his maed did Lee together... and the Phisick that the doctor did give her did kill the child... when the Phisick did work the doctor did hold her back for shee was in such payne and misery that she thought shee should dy. (Charles County Court Proceedings Liber B, 162; Found in Archives of Maryland, LIII, 388).

— 0 —

See Nos. 484, 489

No. 482.

Glouer received 170 pounds of tobacco
from Lumbrozo.

1663, July 21:
Maryland

Received of John Lumbrozo one hundred
and seventy pounds of tobacco and Caske.
Gils Glouer
his marke

Archives of Maryland, LIII, 429).

o

See No. 449

No. 483

Lumbrozo is attorney of Veich against Tomkinson the defendant.

1663, July 28:
Maryland

John Lumbrozo Attorney of James Veich
Plantinue
John Tomkinson Defendant by his Attorney
francis Batchelor. (Charles County Court Proceedings, 1662-1668,
Liber B, 132; Found in Archives of Maryland, LIII, 368).

See Nos. 471, 472.

Two witnesses testify that Lumbrozo gave a physic to kill Elizabeth Wild's baby. Elizabeth absolves Lumbrozo of any blame. The jury indietes Lumbrozo. However there are no further proceedings concerning this case.

1663, June 29
Maryland

John Browne ... sath that hee heard doctor Lumbrozo mad Elizabeth Wild say that the doctor lay with her and had the use of her bodie and that shee was with Child and that the doctor gave her fisik to destroy it.... John Munes sath that he heard Doctor Lumbrozo mad Elizabeth wilds say that the doctor forst her to ly with him and he would hould to bead and stop her breath...

The deposition of Elisabeth Weales (Wild).... I went to good-man Trews and she asked mee how the blake man did whearupon this deponant asked what blacke man wast the black man that lys by your sid every night I went home and scoled with Joseph and axe him why did hee reported that I was with Child by the doctor and lay with him every night whearupon. I weent into the Roome and then I complayned of my stomache and about my heart whearupon this deponant desired sum thing of him and after I saw it I was not willing to tacke it whearupon hee repled it will doe you som good for it will Cleare the poyson from you whearupon I desire that hee my bee cleare from the scandal that I rise upon him for what it was spoken I did Rise of mee own head and further sayeth not.

Elisabeth+Weales
Her marke

....It is the verdict of the Jury and find by her owne publik Confession that shee was with Child by John Lumbroso and that he did give her phisick to destroy it and for thees Reason wee doe present them. (Charles County Court Proceedings, 1662-1663, Liber B, 166; Found in Archives of Maryland, 111, 389 - 391).

o

Lumbrozo married Elizabeth thus disqualifying the principal witness against him. (J. Hall Pleasant, *ibid.* p.1). He ~~is~~ referred to here (the only time) as black. Perhaps he was from one of the Portugese African Colonies, although when he was denizated [1663], he was described as late of Lisbone, Portugall.

No. 485.

Lumbrozo is a witness. *for Lumbrozo*

1663, August 19:
Maryland

Know all men by those Present that I
George Thompson doe... Testes. John Lumbrozo
(Charles County Court Proceedings, Liber B,
170; Found in Archives of Maryland, LIII, 393).

No. 486.

The Sherrif has a writ for Lumbrozo.

1663, September 5:
Maryland

Ret. Writt Sheiffe a Grand Jury & warned
fforeman

John Lumbrozo Provinzial Court Proceedings
Liber B B , 76; Found in Archives of Maryland, XLIX, 76).

No. 487.

Lumbrozo is not able to substantiate the charge that the minister John Legatt married people without a license.

1663, September 5:
Maryland

John Lumbrozo informes the Court agst John Legatt minister how the said Legatt marryed without lycense, or asking of the Banes according as is prouided by Act of Assembly..
.....To wch Informaon John Legatt, by his Attorney, pleads not Guilty And the sd Lumbrozo, not being able to make iust prooffe of what is alleaged by him, The Information is Judged nothing. (Provincial Court Proceedings, Liber B.B, No 3; Found in Archives of Maryland, XLIX, 85).

o

See No. 469.

No. 488.

A letter of deization was issued to Lumbrozo. He is described as "late of Lisbone in the Kingdom of Portugal."

1663, September 10: Lres of Denizacon exier^t to Jacob alias Maryland John Lumbrozo in his Verbis Caecilius & c. Whereas Jacob, alias John Lumbrozo, late of Lisbone in the Kingdome of Portugall having long time lyed wth in this Our Province of Maryland hath besought & c. Wittnes our Deare sonne & heyre Charles Calvert & c. (Proceedings of the Council of Maryland - 1661-1675. Liber H. H. 188; Found in Archives of Maryland III, 488).

o

The general effect of the letter would change Lumbrozo's status from that of an alien who could only institute civil preceedings in the court to that of a semi-naturalized citizen, including the right of land settlement under the liberal terms of plantation established by the Lord Proprietary (PAJHS I /1893/, 39).

Lumbrozo demands land "for his own transportation anno 1656" and "for Elizabeth his wife anno 1662." The Doctor immediately assigns over the rights so secured to James Jolly.

1663, September 11: Jacob, alias, John Lumbrozo, demands Maryland Land for his own transportation Anno 1656 and for Elizabeth his wife Anno 1662 the which he assigns over to James Jolley in these words, vizt - I Jacob, alias John Lumbrozo of Charles County do assign all my right Title and interest of the above mentioned Rights, unto James Jolly of Saint Maries County and his heirs forever, as witness - my hand this 11th day of September 1663.

Jacob, alias John Lumbrozo
(Records of Land Office, Liber 5, folio 557; Found in PAJHS, I /1893/, 357.

The existence of a Mistress Lumbrozo is first indicated in this connection. Hollander states that if she were a Jewess, it is reasonably certain that Lumbrozo's wife must have come from England. The improbability of this, the long interval between her arrival and that of the Doctor, the frequency of the Name Elizabeth in Early Maryland records, make it more likely that, if the name is authentic, she was not of Jewish descent and that the marriage occurred after her arrival in the province (*Ibid* P 29).

o

Lumbrozo's wife is, no doubt, Elizabeth Wild.

Lumbrozo lost no time in acquiring land, a privilege bestowed upon him with his denization on September 10, 1663.

As Hollander suggests, it cannot be accurately ascertained for what reason Lumbrozo assigned over property rights to Jolly-whether for some consideration or in cancellation of indebtedness is conjectural.

See No. 454.

No. 490.

Lumbrozo is the attorney of Captain
Brent.

1683, October 27:
Maryland

John Lumbrozo attorney of Cap^t Giles
Brent Pltf. (Provincial Court Proceed-
ings, Liber B. B. 210; Archives of

Maryland, XLIX, 156).

See No. 471.

o

No. 491.

Lumbrozo demands a warrant against
Richard Sims in an action of a debt.

1663, November 3: John Lumbrozo demands a warrant against
Maryland Richard Sims in an action of debt.
Warrant to the Sheriffe to Arest. (Charles
County Court Proceedings, 1662-1666, Liber B. 188; Found in
Archives of Maryland, liii, 407).

0

See No. 451.

No. 492.

Lumbrozo signs a bill building him to
pay Tomkinson, 300 pounds of tobacco.

1663, November 10 John Tomkinson Plaintive Abraham
Maryland Rows as the Attorney of John Lumbrozo,
 Defendant ... This bill bindeth mee John
Lumbroso ... to pay ... unto John Tomkinson ... the full and
inst sum of three hundred pounds of good sound Marchantable
tobacco and Caske. (Charles County Court Proceedings Liber
B. 234; Found in Archives of Maryland, liii, 431-432)

o

See Nos. 471, 472.

No. 493.

John and Elizabeth Lumbrozo agree to sell to Nicholans Emerson their plantation. If Emerson is not satisfied, he can invalidate the agreement.

1663, November 16: Know all men by thees Presents that
Maryland I John Lumbrozo wth Elisabeth my wife
doe from mee my heirs, Executors
Administrators of Assignes bargain for sell and deliver
unto Nicholas Emerson his heirs or Assignes all our Right
titell and Interest of our Plantation wee now live on
wth the howses fences Orchard other trees and all other
purtenances thearunto belonging and to acknowledge the
assignment and saile thearof in open Court and in perfor-
mance of this above mentioned wee have hearunto set our
hands this 16th of November 1663.

Moreover if in Case that sayd Emerson try and the bill
taken for the sayd plantation bee not satisfied according to
the Contents then the sayd Plantation to returne to mee the
sayd Lumbroso according to the first Qualitie tharof as witness
our hands and seals.

John Lumbrozo
Elisabeth T. Lumbroso
Lu Marke

(Charles County Court Proceedings 1662-1666 Liber B. 334;
Found in Archives of Maryland - 411 497-498)

o

On July 11, 1664, John and Elizabeth Lumbrozo acknowledge
the bill of sale of their plantation to Nicholasus Emerson.

See No. 507.

No. 494.

Hannah Lee petitions that Lumbrozo pays
her debt of 400 pounds of tobacco.

1663, November 16: The humble Petⁿ of Hannah Lee Sheveth
Maryland That Doctor^r John, alias Jacob Lumbrozo
standeth to yo^r Pet^r in the s^ume of ffoure
hund^s pounds of Tob and Cask as by Bill appeareth, Bearing
date th^e 17th of October 1662.

Yo^r Pet^r therefore humbly Crayeth th^t this hon^{ble} Court
will graunt her order agst th^e s^d John alias Jacob Lumbrozo
for her s^d Debt, wth Costs of suit and shee shall pray.
(Provincial Court Proceedings Liber B. B. 154; Found in
Archives of Maryland, XLIX, 112).

o

There is no further mention of the case.

No. 495.

Anne Hammonds demands a writ against
Lumbrozo in an action of a debt.

1663, November 16: Anne Hammond, Admistrix of John Hammond
Maryland dds writt agst John Lumbrozo accon Debt.
(Provincial Court Proceedings, Liber B. B.
153; Found in Archives of Maryland, XLIX, 111).

_____o_____

There is no mention of any additional action that is taken.

No. 496

Lendsey demands that Lumbroso defendant
pay the plaintiff the debt of 190 pounds
of tobacco

1663, December 15: Edmond Lendsey Plantivue
Maryland John Lumbroso Defendant

This business ended wth themselves the
declaers against the defendant in an action of debt for 190
lb. of tob: déw by accoumt as hee is ready to make appear
which as yet remaineth unsatisfied the premisse Considered
the plantivue humbly craveth order of Court with Cost and
Charge. (Charles County Court Proceedings, 1662-1662 Liber
B, 269; Found in Archives of Maryland, liii, 457).

o

SEE No. 473.

No. 497.

Glouer receives 408 pounds of tobacco
from Lumbrozo.

1664, January 4: Received of John Lumbrozo 1 hogset of
Maryland tobacco waying near four hundred and
eight pounds for the use of Gils Glouer
Elisabeth + Glouer. (Charles County Court Proceedings.
her marke
1662-1666. Liber B. 219; Found in Archives of Maryland,
liii, 429).

_____o_____

This is the last reference made to the debt.

See No. 449

No. 498.

Lumbrozo demands a warrant against Allcocks in an action of a debt of 340 pounds of tobacco.

1664, January 10:
Maryland

John Lumbrozo demands a warrant against Thomas Allcocks in an action of debt for 340 pounds of tobacco.

(Charles County Court Proceedings 1662-1666, Liber B. 396; Found in Archives of Maryland, liii, 540).

o

On November 12, Allcocks signed a bill binding him to pay 340 pounds of tobacco to Lumbrozo.

Thomas Allcocks lost his wife and child in an Indian attack. On November 14, 1665, he had Lumbrozo arrested for receiving goods stolen from his house at the time of the murder. The trial was set for January 2, 1666. There is no further mention of this trial. Lumbrozo may have died in the interim period. On June 11, 1667, Allcocks demanded a warrant against John Robinson, as administrator of the estate of the late John Lumbrozo, in an action of a case, amounting to the value of 900 pounds of tobacco. This may have been the amount of goods, stolen from Allcock's home, during the Indian attack.

See Nos. 512, 526, 557.

No. 499

Lumbrozo demands a warrant against
Clarke in an action of a debt of
tobacco.

1664, January 10: John Lumbroso demands a warrant
Maryland against John Clarke in an action of a
debt for 355 pounds of tob. (Charles
County Court Proceedings, 1662-1666, Liber B, 390; Found in
Archives of Maryland, liii, 540).

o

There is no further mention of the case.

No. 500.

Lumbrozo demands a warrant against
George Bradshaw in an action of a debt.

1664, January 10: John Lumbrozo demands a warrant against
Maryland George Bradshaw in an action of a debt
of 360 lb. of tob. (Charles County
Court Proceedings, Liber B. 346; Found in Archives of Maryland,
liii, 540).

See No. 465.

No. 501

Lumbrozo acknowledges his debt of 1,160 pounds of tobacco to Pope Alney, plaintiff.

1664, February 10: Pope Alney, Plf.
Maryland

John Lumbrozo deft.

The Deft acknowledging his Bill, Ordered that the deft pay unto the pltf this p^{nt} yeare one thousand & sixty pounds of tob. & cask, ells Exequrion. (Provincial Court Proceedings, Liber B. B, 190; Found in Archives of Maryland XLIX, 147).

o

Lumbrozo probably paid his debt. There is no further mention of this case.

No. 502.

Lumbrozo is summoned to testify in the case between Bradshaw and Browne.

1664, January 19: Summons ... to warne ... Jn^o Lumbrozo
Maryland to make a p^rsonall appearance at the
next Prown^{all} Court ::: to testify in a
Cause betweene ... George Bradshaw and John Browne (Provincial
Court Proceedings, 1664-65. Liber B. B; 354).

No. 503.

Lumbrozo binds himself and his heirs to pay to Curtis 2,576 pounds of tobacco.

1664, March 4: Know all men ... that John Lumbrozo doe
Maryland hereby bind my self, my heirs ... to pay
... unto Edmond Curtis of London Marchant
and Cumpanie to him his heirs ... the full and inst sum of
too thowsand five hundred seaventy and six pounds of good
sound Marchantable leaf tobacco and Caske to bee payd at or
upon the 30th of November next ...

John Lumbroso
(Charles County Court Proceedings, 1662-1662, Liber B, 291;
Found in Archives of Maryland, liii 470).

o

Lombrozo seems to be in active intercourse with London merchants.

No. 504-

John and Elizabeth Lumbroso enter the brands that they will put on their cattle.

1664, March 14: Doctor John Lumbroso entereth his marke of Maryland hogs and cattell (viz) the figure of three one the under side of the Right Eare and the left Eare Crapt and Slite. Doctor John Lumbrosos wife of Elizabeth entereth her marke of hogs and cattell videlicet the figur of three one the underside of the right Eare Crapt and tow slits in it. (Charles County Court Proceedings, 1662-1666, Liber B 435; Found in Archives of Maryland, liii, 564).

See No. 430-

No. 505.

Lumbrozo is indebted to William Caske
to the sum of 1641 pounds of tobaco.

1664, April 16: William Caske braught this ensuing bond
Maryland to be Recorded. Know all men by thees
Presence that I John Lumbrozo am indebted
to William Caske his heirs ... the full and inst sum of
sixteene hundred and forty one pounds of tobacco and Caske to
bee payd by mee my heirs executors ... upon the 20th day of
November next. (Charles County Court Proceedings, 1662-1662
Liber, 335; Found in Archives of Maryland 1111, 498).

o

Lumbrozo probably paid Caske the tobacco, as there is no
further mention of an additional proceedings.

No. 506

Lumbrozo, a commissioned appraiser,
appraises the inventory of the Estate
of Daniel Gordian.

1664, April 30:
Maryland

An Inventory of the Estate of Daniel
Gordian ... granted unto George Thompson
... Apprayed by Commissionated Apprayers

Mr. Thomas Becker and doctor John Lumbrozo. (Charles County
Court Proceedings, 1662-1666, Liber B, 343; Found in Archives
of Maryland, liii, 502)

o

Part of the estate of Daniel Gordian was given to Lumbrozo
for medical services rendered. This explains Lumbrozo's
interest in the estate.

See No. 510.

No. 507

John and Elizabeth Lumbrozo acknowledges
the bill of sale of their plantation to
Nicholaus Emerson.

1664, July 11: John Lumbrozo and his wife Elizabeth
Maryland this day come and acknowledge a bill of
sale unto Nicholaus Emerson in open
court. (Charles County Court Proceedings, 1662-6, Liber B,
332; Found in Archives of Maryland, 1111, 496)

o

See No. 493.

No. 508.

Lumbrozo has his title recorded to 200 acres of land. Of these, 150 are secured by transfer, the remaining for "bringing into the province one Jeremy Taylor"

1664, August 20: I, William Smith of St. Mary County do
Maryland hereby sell and set over unto John
Lumbrozo and his heirs the right of
three persons out of my number of rights upon record. Witness
my hand - this twentyeth of Aug^t One thousand Six hundred
Sixty four

William Smyth

Witness of Daniel Fenefer

The above said John Lumbrozo adds fifty acres more for
transporting Jeremy Taylor.

Warr^t mde to the Surveyor Generall for two hundred acres
dated twentieth Aug^t One Thousand Six hundred Sixty Four re^t
Last February (Records of the Land Office, Liber 7, folio
370-371; Found in PAJHS, I, [1893], 37).

o
Jeremy Taylor is apparently an indentured servant.
(PAJHS, I, [1893], 30).

o
On March 8, 1663, Lumbrozo judged Taylor to be 120 years
old.

No. 509.

The tract of Land of Lumbrozo is laid out by the deputy surveyor along Nangemy Creek in Charles County. It is entered under the name, "Lumbrozo's Discovery."

1664, September 7: Acres Shilling "Lumbrozo's Discovery"
Maryland 50

Sur veyed 7th September 1664 fr Jn^o

Lumbrozo on the East side of the N. E. branch of Nangemy Creek.

Escheat

This land is said to be Escheat.

To the honble Lieut Generall Laid out for John Lumbrosie of this province Chiruregon a parcell of Land in Charles County called Lumbrosie's discovery lying on the East side of the North East branch of Nangemy Creek beginning at a bounded Oak the bound tree of Richard Tree and the land formerly laid out by Gile Glover standing by the creek side bounding on the North with the said True's land by a line drawn East North East from the said oak unto the woods for one hundred and fifty perches to a bounded poplar being the exterior boundtree of the said Richard True on the East with the land formerly laid out for Edmund Lindsey commonly called the churchland - for the length of fifty perches to the exterior line of the said Glover's land which runeth West to the first bounded Oak on the creekside on the South with the said land on the west with the Said Creek - containing and now laid out for fifty acres more or less.

John Leweger dep^t Surveyor

to be held of the
Mana Zachaia

(Rent Roll of St. Mary's and Charles Counties, No. 2, folio 34; Found in PAJHS, I, 1893 36).

o

"Lumbrozio's Discovery" is held in free socage tenure of the proprietary manor. Zachaia, at an annual rental of one shilling (ibid, p 30).

No. 510

Part of the Estate of Daniell Gordian
is given to Doctor Lumbrozo, for
medical Services rendered.

1664, October 31: An Inventory of Daniel Gordian An
Maryland accoumpt of the disposall of sayd 1b.
Estate to Doctor Lumbrozo for her and 00810
her mayds diet and her Phisick from 20th day of January
1663/4 to the 11th day of March, 1663/4
... to the doctor to recover her to the perfect use of 1b.01800
her limbs and her mayd diet.
(Charles County Court Proceedings, 1662-1662, Liber B, 344;
Found in Archives of Maryland liii,503)

See No. 506.

No. 511.

Lumbrozo is non-suited because he could not prove that Bradshaw was in debt to him.

1664, November 12: John Lumbrozo Plantivue
Maryland George Bradshaw Defendant

... The Deft denied the debt and Put the Plt to the prooffe of his declaration which hee could not doe ... It is thearfor ordered that the Plt shoold bee nonsuited and pay the cost and charge of suit. (Charles County Court Proceedings, 1662-1666, Liber B. 427; Found in Archives of Maryland, liii, 558).

See Nos. 465, 500

No. 512.

Allcocks signs a bill binding him to
pay 340 pounds of tobacco to Lumbrozo.

1664, November 12: John Lumbrozo, Plaintiff
Maryland Thomas Allcocks Defendant
... This bill bindeth mee Thomas Allcocks
my heirs ... to pay to John Lumbrozo his heirs ... the full
and inst sum of three hundred and forty pounds of good and
well conditioned tobacco and cashe (Charles County Court Pro-
ceedings, 1662-1666, Liber B, 427, Found in Archives of
Maryland liii, 558).

See No. 498

No. 513.

Lumbrozo demands a warrant against
Hammon, in an action of a debt.

1665, January 10: John Lumbrozo demands a warrant
Maryland against Garratt hammon. action of
debt.

Warrant and Subpenes to the Sheriffe Ret. (Charles County
Court Proceedings, Liber B, 394; Found in Archives of
Maryland liii, 539).

o

There is no reference to any additional action, taken
by Lumbrozo.

John Lumbrozo

One of the above mentioned warrant already surveyed.
Found in the land office, Liber 10, folio 32v; Found in
[unclear] 32v.

No. 514.

Of the two hundred acres of land recorded by Lumbrozo (Lombrooze), only fifty acres are actually taken possession.

1665, June 8:
Maryland

On the back side of a Warrant for John Lombrooze Chirurgeon for two hundred acres of Land bearing date the twentieth day of August 1664 re^t the last of February then next ensuing was thus written.

This is to empowre you John Lombroze to marke out trees for the Contents of Land menconed in this precedent warrant in any part of Charles County and deliver a noate of your land you have marked to the Dep^{ty} Surveyor that he may Survey it. Given under my hand the 20th of August 1664 - - - Jerome White Surveyor Gen.

On the bottom of the said Warrant is thus written, Vizt.

I, John Lombroze assigne all my right and title of the residue of this warrant which is one hundred and fifty acres of Land to Mr. James Lindsey as witness my hand the 5th day of June 1665.

John Lombroze

50 acres of the above mentioned warrant already Surveyed.
(Records of the Land Office, Liber 10, folio 327; Found in PAJHS, I, [1893], 36).

No. 515.

Lumbrozo demands a warrant against Bradshaw in an action of a debt to the value of 1115 pounds of tobacco.

1665, June 13:
Maryland

Mr. John alias Jacob Lumbrozo demands a warrant against George Bradshaw in an action of debt to the value of 1115 lb. of tobacco and Cashe. (Charles County Court Proceedings, 1662-1666 Liber B, 447; Found in Archives of Maryland liii, 571).

—o—

There is no further mention of this case.

See No. 465.

No. 516

A license is granted to Lumbrozo to keep an inn.

1665, June 16:
Maryland

Then Lycence granted John Lumbrozo of Mangeny Creeke in Charles County to keepe an Ordinary or Inne att his now dwelling house ... 12 pro Philip Land De Prow^{en}. (Provincial Court Proceedings, 1665, Liber F. F, 36; Found in Archives of Maryland, XLIX, 455).

No. 517.

Lumbrozo petitions, for the right to trade with Indians. He has to pay 500 pounds sterling for the commission.

1665, June 16:
Maryland

John Lumbrozo then pet^{nr} for Commission to trade wth the Indians. Thereupon Ordered by the Leuten^t Generall That

Commission issue to the said Lumbrozo for trade wth the Indians.

I den mutatis mutandis ut est in

The said Lumbrozo then entered into recognizance to the Lord Proprietary of ffive hundred pounds Sterling for the said Lumbrozo his due p^rformance to the said Com^{on} and the last act for trade the Indians to be paid uppon forfeiture att or before the last day of May next. (Proceedings of the Council of Maryland, 1661-1675, Liber H. H., 2, 32; Found in Archives of Maryland, III, 526)

No. 518.

This is will of John Lumbrozo. The first clause orders the payment of all debts to the uttermost farthing." In the second clause it is stated that Elizabeth Lumbrozo is appointed sole-heir and executrix of the Estate. Elizabeth is to deliver tobacco to John's sister, Rebecca. The third clause bequeaths the tract of land along Nangemy Creek, "Lumbrozio's Discovery" to his friend, Edward Richardson. Adams, Richardson are to be overseers of the will.

1665, September 24: In the Name of God amen the four and
Maryland twentieth day of September 1665. I,
John Lumbrozo of Nangemy of the Province

of Maryl^d being in perfect and sound health and memory and Calling to mind the transitoryness of all Sublunary things Doe make and Declare this to be my last Will and Testament in manner and form following revoking and annulling by these presents all and Every testament or testaments Will or Wills heretofore by me made or declared Either by word or writing and this - only and no other to be taken for my absolute Last Will and Testament. Imprimise I bequeath my soul to its Creator assuredly believing that he will in mercy look upon it and restore itt to Eternal rest and my body to the Earth to have decent Sepulture and as touching that Wordly Estate that the Lord hath blest me with all My Will Desire Intent and meaning as that it be distributed as followeth. First I will and desire that all my Just debts to trully and honestly paid and satisfied to the uttermost farthing.

2^{dly}. My will and Desire is that Elizabeth Lumbrozo my Dearly beloved wife be my so sole Executrix of all my Estate both reall and psonall personal and that she and her heires Executors adm^{rs} or assigns shall. Injoy all my Estate both reall and personall for Ever and that two years after my decease she shall send to Holland or any other Convenient Place four Thousand Pounds of good and well Conditioned Tobacco and Caske to be delivered to my dearly beloved Sister Rebecca Lumbrozo and two years after that the same quantity of four thousand pounds of good and well Conditioned tobacco and Cask to be delivered likewise to my aforesaid Loveing Sister Rebecca Lumbrozo.

3^{dly}. I will and bequeath my dearly beloved Friend Edward Richardson fifty acres of Land lyeing in Nangemy Creeke-Called Lumbrozios Discovery adjoining to Richard Trues on the one side and Richard Dickson on the other Side.

4thly. If my Wife should not acknowledge herself to be my Ex^{rix} and that she will not prove or take notice of this my will then - my desire is that all my Plantacon and all the land appertaining to itt shall be sold shee only reserving her third during her life and the Tobacco that it is sold for to be sent home to my Sister [Rebecca] Lumbozo.

5thly. I do desire and request Mr. Henry Adams of S. Clements Bay both in the Province of Maryland and Edwd Richardson of London Merc^t to be the Overseers of this my Last Will and Testament and to look that all things herein Contained be as Exactly performed as with all possible Convenience may be.

6thly. This is my last and absolute Will and Testament as witness my hand and seal the day and yeare above written.

After these words on the other Side interlyned beginning betwixt the 23rd and 24th Line and Ending betwixt the 25th and 26th Lines (Viz^t) and that shee shall enjoy all my said Estate both reall and personall for Ever.

John Lumbrozo [Seale]

Testes His
 Edmond X Lindsey
 Mark
 Robert Leeds

(Record of Wills, Liber I. folio 249-250; Found in Maryland Calendar of Wills. Jane Baldwin, I, Balt. 1904)

_____o_____

The will reads "tobacco that is sold for to be sent home to my Sister [Rebecca] Lumbrozo" in Holland. On Lumbrozo's letter of denization, he is referred to as "late of Lisbone, in the kingdom of Portugal." According to Hollander, there is a Jacob Lumbrozo who flourished as a physician in Venice. It would be hypothetical to attempt to explain how Lumbrozo came to the New World and from where.

No. 519.

Lumbrozo demands a warrant against
Frost in an action of a debt.

1665, October 14: John Lumbrozo demands a warrant against
Maryland John Robinson as administrator of the
Estate of John Lumbrozo in an action of
a debt to value of 630 lb. of tobacco. (Charles County Court
Proceedings, 1662-1666, Liber B. 448; Found in Archives of
Maryland, liii, 595-596).

o

On November 16, 1665, Lumbrozo was non suited because
he did not appear in court in his case against Frost.

See No. 521.

No. 520.

Thomas Allcocks (Allcocks), who lost his wife and child in an Indian attack, had Lumbrozo arrested for receiving goods stolen from his house at the time of the murder. The trial was set for January 2, 1666

1665, November 14: Thomas Allcocks Presents Doctor John Maryland
Lumbrozo for theaf book for Receaving
of the Goods that was taken out of the
sayd Allcoke Lows when his wife and Child was Murdered and
the Court Commits him into the Sheriffs hands to Answer the
Action at the next provincially Court to bee held at St. Maries
on the 2^d of January next ensuing the daet hereof and Thomas
Allcocks Also until hee shall put in sufficient Securitie to
prosecute the sayd action against the sayd Doctor Lumbroso
then and thear. (Charles County Court Proceedings, 1662-1666,
Liber B. 514; Found in Archives of Maryland, liii, 616)

—o—

There is no further mention of this trial. Lumbrozo may have died in the interim period.

See No 498

No. 521

Lumbrozo is non-suited because he did not appear in Court in his case against Frost, in an action of a debt.

1665, November 16: John Lumbrozo Plantivue
Maryland Jheromy frost Defendant

The Plt. Declaers against the Defendant in an action of debt to the valew of five hundred and thirty pounds of tobacco bill for that the defendant stands indebted to the Plt ... whearupon the Plantivue disowned the Action and the Defendant Craued a nonsuit with Cost and charge of suit ... The Plaintiffue not appearing nor any Atturney for him the defendant Craved a Nonsuit and an order of Court for three tendance. It is therefore ordered that the Plantivue shall bee nonsuited and pay unto the defendant ninglyty pounds of tobacco for his three days tendance with Cost and charge of suit. (Charles County Court Proceedings, 1662-1666, Liber B, 505: Found in Archives of Maryland liii, 606-609)

See No. 519.

No. 522.

John Vordery, who was away on an Indian March, gave Lumbrozo one wolf's head for 100 pounds of tobacco

1665, December 7:
Maryland

liii, 619)

John Lumbrozo one woolfes head
(Charles County Court Proceedings, 1662-1666,
Liber B, 517; Found in Archives of Maryland,

No. 523.

John Lumbrozo, the son of the late John Lumbrozo, was born in June, 1666.

1666, June 2:
Maryland

John Lumbrozo Sone of John Lumbrozo decd
/deceased/ was borne in the month of June
Anno December 1666. (Charles County Court
Records, Liber C, folio 266; Found in Archives of Maryland,
LX, 130)

o

On January 11, 1672, Sennets signed a deed of one brown cow to the youngster.

See No. 532.

No. 524.

The will of John Browne mentions Elizabeth Browne, formerly Elizabeth Lumbrozo, and his son, John

1666, November 2: Browne, John, Chas. Co. 2nd November 1666.
Maryland To wife Eliza:, 100A. Cunamed)
" son John and brother Gerrard Browne,
residue of lands jointly. In Event of death of son before
majority, brother Gerrard to whent sd. son's share. Overseers:
Brother Gerrard of sd. Stephen Montague and Jno. Wheeler
Test: Thomas Allanson Edward Roberts. (Maryland Calendar of
Wills I, compiled by Jane Baldwin, 37).

o

John Browne was a well-to-do Charles County planter.
(Archives of Maryland, LX, introduction xliii).

o

Perhaps, the Estate which is left to "my son John" refers
to John Lumbrozo, the son of the late John Lumbrozo.

No. 525.

John Browne died on November 7, 1666.

1666, November 7: John Browne Died on the 7th of November
Maryland 1666. (Testamentary Proceedings, Liber II,
Folio 9; Found in Archives of Maryland,
Lx,116).

o

Elizabeth's second matrimonial venture is short lived.

No. 526

Edward Richardson and Elizabeth Brown
(formerly Lumbrozo) demand action in the
debt of Rosier, for tobacco which Elizabeth
sent to the defendant.

1666, November 13: Edward Richardson & th^e Relict of John
Maryland Browne and Doct^r John Lumbrozo plfs.
v Attorn Will Price and Bery Rosier ...

The Plaintifes declare ag^t the Defend^t in their action of
debt upon accot^t to th^e value of 400 lb of tobac for th^t
Defend^t receaved goods of Elizabeth Lumbrozo then, nowe,
Elizabeth Lumbrozo, one of the Plantifes w^{ch} said goods
amounted to th^e quantitie of tobac they declare for as they
can make appear w^{ch} payment is by the Defend^t denyed Whereupon
they bring their suite humblie craveing ord^r of this Courte for
their debt. (Charles County Court Proceedings, Liber C, 99;
Found in Archives of Maryland, Lxl, 48).

No. 527.

Thomas Allcocks (Alcocks) demands a warrant against John Robinson, as administrator of the Estate of John Lumbrozo in an action of a debt of tobacco.

1667, June 11:
Maryland

Thomas Alcocks demandeth a warr^t ag^t John Robinson as Administrator of the Estate of John Lumbrozo in an acon of the case to the value of 900 lb of tobacco. (Charles County Court Proceedings, Liber C, 162; Found in Archives of Maryland, LX, 74).

o

The above 900 pounds of tobacco may have been the approximate amount of goods stolen from Allcock's house supposedly by Lumbrozo.

see Nos 498, 520.

No. 528.

Robinson as the administrator of the estate of Lumbrozo, acknowledges the debt to Walter Hall.

1667, August 13: Whereupon the sd Jo. Robinson acknowledge Maryland Judgmt for the sd 800 lb. of tobaccoe And It was therefore Ordered that the sd Robinson forthwth pay the said sume of Sound Merchantable tobaccoe wth caske unto the sd Walter Hall as Administrator of the estate of Jo. Lumbrozo. (Charles County Court Proceedings Liber C. 218; Found in Archives of Maryland, LX, 91-94).

_____o_____

This is the only reference to Walter Hall.

No. 529.

Isaac de Barrelle is mentioned.

1669, May 8:
Maryland

Ordered that the Clerk of the Assembly
have 300 lb tob^o & the Door Keeper 200
200 for the naturalization of ... Issac
de Barrelle. (Assembly Proceedings April-May 1669. U. H.
Journal, 169; Found in Archives of Maryland II, 199)

—o—

Even though Issac de Barrele is mentioned by some writers
as Jewish, there is no indication as to Barrele's religion.

No. 530

The defendant, Rozer, gives a list of his debts, that are owed to the late John Lumbrozo and Richardson, a resident in Ireland.

1671, July 10:
Maryland

The defendt Rozer appearing before this Court this day and Exhibiting to the Court here a list of what bad debts there are belonging to the Copartnership between John Lumbroze late of Charles County deceased and Edward Richardson now Resident in Ireland. (Chancery Court Proceedings, 1671-72 Liber P. C. 23; Found in Archives of Maryland, L1, 401).

No. 531.

Mention is made of Matthias De Costa.

1671, October 17: The House met ... Then read a Bill for
Maryland Naturalization of Matthias De Costa &
past. (Assembly Proceedings, October
1671, U. H. Journal 1659-98, 214: Found in Archives of
Maryland II, 318)

_____o_____

We have no evidence to substantiate the theory charge
that Matthias De Costa is Jewish.

No. 532.

Gerrard Sennets signs a deed of one
brown cow to John Lumbrozo (Lumbrozier).
the son of the late John Lumbrozo

1672, January 11: Gerrard Sennets deed of one Browne Cow
Maryland unt Joⁿ Lumbrozier Know all men by these
 p^rsents that I Gerrard Sennett and Ann
my wife doe freely give unto John Lumbrozier all our right
Title & interest of one Black Cow ... unto the s^d John wth
all her future increase farthermore our wills are th^t in
case the said John dye before he come to age th^t thⁿ the
Cow fall to his next Bro: Jn^o Robeson in witness we have
sett o^r hands and Seales
Tes Jn^o Ford Ger: Sennett
 Geo Langham Ann Sennett
(Archives of Maryland XLI, 30).

See No. 523.

No. 533.

Mention is made of Hester Cordea

1674, June:
Maryland

The Humble Petition of ... Hester Cordea
... be able to demand challenge aske have
hold and Injoy any Lands, Tenements ...

[Assembly Proceedings, June, 1674, Liber WH and L, 86; Found
in Archives of Md. 11, 400-401]

There is no indication as to Cordea's religion.

534

John Smith is mentioned in Virginia in
1607.

John Smith, March 2, 1607, 200 copies,
upon the first landing at Jamestown, Va.
(See also the Virginia Company, 3, 25)

There is no evidence of the first landing at Jamestown.

VIRGINIA

No. 534.

John Levy is mentioned in Virginia in 1648.

1648, March 6:
Virginia

John Levy, March 6, 1648, 200 acres,
upon the main branch of Powells Creek
(Wm. and Mary College Quarterly, X, 95)

— 0 —

or not

There is no evidence as to whether John Levy was Jewish

No. 535

Amaso de Tores is mentioned as living
in Virginia in 1652.

1652:
Virginia

"Amaso de Tores was probably a Spanish
Jew" among the persons residing in
Lancaster county in 1652 were John Pedro
and Silvedo and Manuel Rodriguez. (Social Life of Virginia
in 17th Century, Philip Alexander Bruce, p. 261).

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There is no evidence cited by the author to prove that
de Tores or anyone else was Jewish.

No. 536.

In the case between Elizabeth Jones and Moses Nehemiah, the court rules that Nehemiah's currency is valid, and that his debt is therefore valid.

1658, June 24: An Early Jew - "Att a court held for
Virginia York County 24 June 1658 " "In ye
 Difference between Mrs. Elizabeth Jones
wife & Attorney of Richard Jones Pete & Seign'r Moses
Nehemiah the said Moses in Court tendering Sixteen pounds
Due to ye plte by Bill in gold and good pieces of Eight
itt is ye Courts opinion that ye same is good pay & order
that yee same discharge him from his Debt hee paying costs
by reason hee refused payment without allowance for ye Gold
by Mrs. Jones." (York Records, Va. Magazine of History and
Biography, Published Quarterly by the Va. Hist. Society for
year ending June, 1894, I, 467; also Tyler's Quarterly
Historical and Genealogical Magazine, 1923-24, V. 208-209).

o

Moses Nehemiah is the only known Jew in Virginia in the
seventeenth century. There is no other evid

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This is probably due to the inevitable contrast that arose between the biblical (canonic) writings, invested as these were with a special atmosphere of sanctity, and the "external" literature, which, as the current test of literary fitness, or, more likely, by a certain whim of the moment, did not happen to come up to the standard of that special sanctity. It is the same phenomenon that appears in the contrast between the religious and the secular, the sacred and the "profane", the holy and the common; and just because of the contrast, the secular and "profane" are endowed less worthy of attention and consideration.

Owing to this unjust discrimination, our non-canonical literature, with very few exceptions, has never received the attention it deserves. The tendency survives to this day, even among Jewish scholars, to regard this literature as of very minor importance. (1).

(1) Kohler is perhaps the only Jewish scholar of today (at least in America) who has undertaken extensive research work in Jewish Apocryphal literature.