

p. 43 [15] Court proceedings, November 19 Anno 1648

Claes Gerritsz here, before the court, denies and declares untrue the statement made by Director Slichtenhorst that he, Claes Gerritsz, four years ago, had traded more than one hundred beavers on the island of Cornelis Segersz.

Claes Gerritsz declares here that Arendt van Curler gave him permission to trade.

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N. B. January 18, Director Slichtenhorst, in my presence, served notice on Cornelis Segersz that he, Cornelis, on May 14, 1648, told Mr. Slichtenhorst that Claes Gerritsz four years ago dwelt with him and in that year had traded more than one hundred beavers, which statement of the director the said Cornelis did not contradict, but tacitly practically admitted.

Acknowledged by me,

A. de Hooges, Secretary and witness.

p. 69 [27v] Court proceedings, March 18, 1649

Cornelis Segersz has agreed with Thomas Keuningh to take his boy into his service from this date, paying him according to the time, provided that the boy must serve in the next harvest. If in binding he keeps up with one mower, he is to receive one guilder; if with two, two guilders.

Cornelis Segersz being in dispute with Willem de Key about pease purchased by him, their case is referred to two neutral arbitrators, whose decision as to their value they are to follow, to wit, such arbitrators as they shall nominate.

pp. 69-70 [28] Court proceedings, March 25 Anno 1649

A warrant of arrest and summons having been served upon Willem de Key at the request of Cornelis Segersz on account of 200 schepels of wheat which he, Willem de Key, admits having taken on board his yacht and carried past the house of Evert Pels, but which on account of the inclemency of the early winter, at Willem de Key's request, were taken out of the yacht by the said Cornelis and removed to the Greenen Bos to the brewery and the house of Domine Megapolensis, Willem de Key answers that at the first opportunity he will reply to everything in writing.

p. 81 [34v] June 5 Anno 1649

Director Brant van Slichtenhorst and A. de Hooges and Johannes van Twiller as commissioners have after mature deliberation ordered and decided, as they do hereby, that Adriaen vander Donck may not receive or unload the two hundred schepels of wheat attached in the hands of Cornelis Segersz, except upon security given by two sufficient sureties before the court here, in default whereof the attachment will remain in full force.

Johannes van Twiller is granted permission by the honorable director to transport out of the colony for Mr Stuyvesant a horse belonging to Cornelis Segersz, provided he receive in return a horse of Curaçao or other breed; and Joannes van Twiller hereby guarantees the honorable director against all loss. Dated as above.

Jan van Twiller

p. 83 [35v] Court proceedings, June 17 Anno 1649

Cornelis Segersz, being summoned to appear about the payment to be made to Jan van Bremen on account of the honorable director, as per his order, promises and is hereby ordered immediately to satisfy and pay Jan Dircksz in wheat or other goods of sufficient value and in case the parties have any other differences between them, they may adjust and settle their accounts with one another, and if they can not agree, exhibit the matter in court, all without prejudice to the claim of the honorable plaintiff.

p. 89 [38v] Court proceedings, July 15 Anno 1649

The honorable officer, plaintiff, against Cornelis Segersz, defendant.

Cornelis Segersz being summoned to appear on the 12th ditto, being an extraordinary court day, to answer the complaints made to the officer by Gysbert Adriaensz and his brother, because the defendant, last Sunday, without any reason, much less excuse, suddenly struck Gysbert in the face with a glass and severely wounded him, not only cutting a deep gash, but also severing some arteries, which is lethal; and whereas the defendant heretofore has more than once, both by word and deed, committed such outrages and is in the highest degree punishable; therefore the plaintiff demands that he be condemned to pay double the fine of 300 guilders, in accordance with the ordinance of Amsterdam or the Manhatans, and that in addition he be arbitrarily punished as an example to others. Also that the defendant furthermore be condemned, in accordance with the complaint, to pay the costs of the extraordinary session of the court, all *cum expensis*.

Where Cornelis Segersz on August 1, 1648, ventured in the presence of Arent Andriesz, Poulus Noorman and the servant of the aforesaid Arent to accuse Jan Baerentsz Poest in public of being a rascal and the biggest liar in the colony and agreed to prove it by several witnesses, and upon examination in court by Officer Slichtenhorst repeated the assertion and on the 3d of the same month, being again questioned in court, was obliged to retract his statements and deny his accusations; and whereas the defendant in a similar way defamed the person of Councilor Vos, as shown by the minutes of the court of October 8, 1648; therefore, the plaintiff demands that the defendant be condemned to pay for each offence the sum of fl. [25?], two thirds to go to the poor and one third to the plaintiff, all *cum expensis*.

p. 90 [39] Extraordinary session on account of vacation August 12 Anno 1649

Cornelis Segersz asks for a copy of the complaint.¹

[The court] having seen the signature subsequently added on the same paper to the lease of the other farms, which signature Cornelis Segersz before us acknowledges to be his and whereby he binds himself under the aforesaid contract, he is hereby ordered to observe the same and especially to have the buildings on the farms rented by him appraised by neutral carpenters, in accordance with the aforesaid contract, for which one carpenter shall be chosen by each party, that is one on the part of the patroon and one on the part of Cornelis Segersz. And in case Cornelis Segersz should oppose this and act contrary to his own signature subscribed in the first place, he shall be liable to pay the loss which the patroon shall suffer thereby, the court to proceed further against him according to law.

¹ In the margin is written: Corn. Segersz bring cited by the honorable director and asked in court whether he would not allow the houses and land to be appraised, he said, No, and the buildings should not be appraised as high as the amount they had actually cost. Whereupon it was ordered as shown [in the record].

August 12, 1649. Cornelis Segersz summoned for the second time to appear this day week, being, the 19th of this month.

p. 90 [39v] Court proceedings, September 9 Anno 1649

Cornelis Segersz is granted a lot in the *byeenwooringe* (hamlet), near the first kill, on the same terms as other free men, commencing next Easter. [In the margin is written:] Canceled December 30, 1650.

p. 95 [41v] Court proceedings, September 9 Anno 1649

November 12. Cornelis Segersz or Claesen, has on his own authority slaughtered an old cow, for which he is summoned to appear on Thursday next.

p. 106 [48v] Court proceedings, March 3, 1650

Resolved that Cornelis Segersz, pursuant to the ordinances of May 31 and June 10, 1649, shall pay to the director for the benefit of the patroon, within the space of three weeks after the date hereof, the 200 schepels of wheat attached, or the value thereof in merchantable goods, under penalty of peremptory execution, on condition that the director give security and a receipt thereof.

[Notes in the margin:] "The 200 schepels of wheat of Cornelis Segersz, by way of memorandum." "This judgment was read to him in court."

Resolved that Cornelis Segersz's account shall be examined, whatever is wrong to be rejected and what is right to be accepted, and that the matter at issue shall then be referred to the honorable masters, on condition that Cornelis Segersz furnish surety for the payment.

[Note in the margin:] "This was also read to him in court."

p. 107 [49v] March 2, 1650.

The director attached all the grain of Cornelis Segersz, both thrashed and unthrashed.

p. 155 [82v] Court proceedings, March 2 Anno 1651

Cornelis Segersz is likewise granted a delay of two weeks, precisely.

As to the attachment, Cornelis Segersz promises here before the court that he will deliver to the honorable director four hundred schepels of wheat, on condition that he to whom anything shall turn out to be due by settlement of accounts, shall receive it.

p. 156 March 7, 1651, the Honorable Director Slichtenhorst attached the threshed and unthrashed grain of [Claes Segersz?] for the payment of the patroon's highest fine. [Claes was the son of Cornelis Segersz. E. M.]

The 11th ditto, Cornelis Segersz was summoned in his capacity of lessee for the payments as above on account of Claes Segersz.

p. 156 [83] Cornelis Segersz having appeared in court on the 2d day of March aforesaid, after receipt of the complaint brought against him by the honorable director, and having been asked by the plaintiff whether he had answered it, he replied that he did not consider himself sufficiently able to refute the same and requested that for lack of advocates or attorneys a member of the court might be appointed *defensoris loco* to answer the same. The honorable members of the court, therefore, having duly considered the defendant's request and not seen fit to reject it, but on the contrary wishing to grant his just request, have after some controversy and opposition finally ordered and directed Antonio de Hooges to undertake the task. Which the said de Hooges (as in duty bound to their honors aforesaid) has accepted, upon the special condition that he should not become involved in the suit. Whereupon the honorable plaintiff suggested [that he accept the appointment] without prejudice to his honor or his oath, which the said attorney promised. Whereupon, as a further pledge, the honorable director and Monsr. Arent van Curler as commissioner have offered him, de Hooges, the right hand, in the presence of

Messrs Rutger Jacobsz and Pieter Hertgers, magistrates

p. 157 [83v] Court proceedings, March 16 Anno 1651

Cornelis Segersz, being once more confronted with the judgment of March 3, 1650, declares and earnestly represents that he has serious objections thereto, and humbly but urgently requests that the question which may result from his account may be referred, not to the honorable masters, who are prejudiced in the matter, but to impartial judges or persons learned in the law, by whose decision both parties may abide.

Which request being taken up and considered by their honors aforesaid, they have decided to allow room for fair play and therefore granted his request.

pp. 161-162 [86v] Court proceedings, September 14 Anno 1651

The judgment of August 20, 1650, concerning Claes Gerritsz, being read to Cornelis Segersz, he declares that he has made no payment, whereupon the director levies an attachment.

p. 197 [112] Court proceedings, March 30 Anno 1652

The honorable director states that he and his son went this morning with the order granted [by the court] to the house of Cornelis Segersz to receive the outstanding debt due to the honorable masters, but that Cornelis Segersz refused to deliver it, yes, what is more, that the loft door was nailed tight, about which the honorable director highly complains and protests.

p. 198 [112v] Extraordinary session, March 30 Anno 1652

Whereas Director Slichtenhorst by virtue of his office and his oath, upon a warrant and order from the honorable commissioners went this morning with his people to the house of Cornelis Segersz to get a little grain from the defendant's loft in part payment of his large debt, offering to give the defendant an acquittance therefor, and the said defendant, contrary to the order, refused to deliver the grain to the plaintiff and nailed the loft door tight, so that the plaintiff was not master of his promised grain and own ground and the defendant obeyed others more than his lawful authorities, wholly contrary to the oath taken by him; therefore, the plaintiff demands that the defendant shall not only be condemned to deliver his threshed grain within twice 24 hours on the plaintiff's loft, as is customary, but that the defendant shall remain under arrest until such time as the defendant has delivered to the plaintiff the threshed and unthreshed grain, and that in addition he shall be arbitrarily punished as an example to others. All *cum expensis* of this extraordinary session, of which the defendant is the sole cause, having treated the order of the honorable court with contempt.

[113] Cornelis Segersz is hereby ordered by the court within the space of four days after this date to remove and bring one hundred and fifty schepels of wheat to the loft of Gysbert Cornelisz from Weesp, under penalty of ten guilders for each day that he remains in default. And the aforesaid grain is to remain at the place aforesaid until the accounts on both sides shall have been delivered and judgment in the matter shall have been pronounced by the court.

Extracts from A. J. F. van Laer, trans. and ed. *Minutes of the Court of Fort Orange and Beverwyck 1652-1656*. Vol. 1. Albany: University of the State of New York, 1920.

p. 24. [10] Ordinary session, Tuesday, June 11, 1652

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

p. 98 [85] Extraordinary session, Saturday, January 24, 1654

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

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

p. 146 [131] [Session not noted] Tuesday, May 12, 1654

Upon the request of Elysabet Cornelis' daughter, the Hon. Pieter Hertgerts, together with the Hon. Jacob Schermerhoren and the Hon. Cornelis Segertsen are appointed guardians of the two children left by Gysbert Cornelisz, deceased. [Elysabet Cornelisz was the daughter of Cornelis Segertsen and the widow of Gysbert Cornelisz. E.M.]

p. 150 [135] [Session not noted] Tuesday, May 19, 1654

Upon the request of Cornelis Segertsen to have a piece of woodland and to be allowed to fence it in as a pasture for his cattle, lying behind the inclosed land of Jan Barentz Poest, it is decided to give for answer that this court will this day make an inspection thereof in order afterwards to pass a resolution thereon.

p. 275-276 [277] [Session not noted] Tuesday, May 30, 1656

Cornelis Teunisz Bos, having power of attorney from Jacob Adriaensz, plaintiff, against Cornelis Segersz, defendant, for the sum of fl. 537:--by balance of account of the purchase of a certain house.

The defendant admits the debt and requests delay until fall.

The court orders the defendant to pay the sum demanded, delaying execution for the space of six weeks.

Extracts from A. J. F. van Laer, trans. and ed. *Minutes of the Court of Albany, Rensselaerswyck and Schenectady 1668-1673*. Vol. 1. Albany: University of the State of New York, 1926.

p. 113 [95] Extraordinary session, Thursday October 21, 1669

Cornelis Segersz being also ask whether he will take an oath that neither he, nor his deceased wife, nor his children, directly or indirectly, received two beavers from Juffrouw Ebbingsh on account of Piter Bont, he answered, Yes, and thereupon took the oath. Accordingly, Juffrouw Ebbingsh is ordered to pay two beavers to the said Cornelis Segersz.

p. 200 [187] Extraordinary session, Thursday, November 10, 1670

Cornelis Segersz causes a writ to be served that he demands payment of two beavers from Juffrouw Ebbingsh, to which writ the court messenger makes return that Juffrouw Ebbinck left the two beavers in the hands of Margriet Philipsen who, being summoned to appear in court, denies it. Therefore, the plaintiff's suit is adjourned until Juffrouw Ebbinck again comes up the river.

Extract from A. J. F. van Laer, trans. and ed. *Minutes of the Court of Albany, Rensselaerswyck and Schenectady 1675-1680*. Vol. 2. Albany: University of the State of New York, 1928.

p. 183 [152] Ordinary session, January 2, 1676/7

Andries Hanse, plaintiff, against Cornelis Segerse, defendant. The plaintiff says that the defendant has a cow in his possession in which he has a half-interest, and he complains that the defendant refuses to pay for his half and keeps the cow.

The defendant produces an account of slates, shanks [or beef], etc., which he delivered to the plaintiff and request payment therefor.

The honorable court request and authorize Mr Marte Gerritse and Pr Winne to decide the matter at issue and the parties are ordered to abide by their decision.

This concludes the extracts from the civil records of the various jurisdictions of New Netherland. It is presumed that Cornelis Segersz Van Voorhout died shortly after the date of the final record.