

LINEAL ANCESTORS
OF
CAPTAIN JAMES CORY
AND OF
HIS DESCENDANTS

Volume I
Part II

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LINEAL ANCESTORS
of
CAPTAIN JAMES CORY
and of
His Descendants

GENEALOGICAL

HISTORICAL

and

BIOGRAPHICAL

Volume I Part II

Charles H. Cory

*Compiled from various genealogies and histories for private
distribution among interested parties and libraries
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1937

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CAROLINE⁸ CORY was born in Morristown, New Jersey, "at five o'clock in the early morning of January 11, 1832," as written in her father's diary. According to family tradition, she was duly presented by her parents at the altar of the village church for baptism, but no record of it is found in the church register, unless we have overlooked it. Her given name is based on the supposition that her mother had a very dear aunt Lucy (Kitchell) Fairchild, whose daughter's Christian name was Susan Caroline, and who then was a woman of twenty-nine at the time of Caroline's birth. The aunt also had a son whom she named Aaron Kitchell, and the same name also was given to Caroline's oldest brother.



Caroline received her formal education at the Hanover village school. From a receipt, found in her father's "book of account(s)," which was in the keeping of her youngest brother Charles, of Lima, Ohio, we learn that her early education, along with that of her two younger brothers, was in the hands of a tutor named B. A. Barnes in the summer and fall of 1844. She was then twelve years old, while her two small brothers, aged seven and five years respectively, were learning their "A. B. C's." For this service a bill was rendered and receipted. It reads:

	Hanover Neck, Oct. 1, 1844.	
Mr. James Cory to B. A. Barnes, Dr.,		
To tuition—Chas., James & Caroline, 98 days	2.25	
School fund deducted		.98

Received Payment, B. A. Barnes.		\$1.27

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Her parents, probably believing that she had some special talent, her father took her on September 12, 1845, to a boarding school in New York City. But she remained there only about twelve weeks, as her father's diary gives the information that she returned home on the twenty-eighth of November.

Under her mother's careful training, Caroline grew up to be not only amiable and sweet-tempered, but also a model housekeeper. Though she was retiring by nature she took much interest in the church work of the village, and became indispensable and popular. This probably attracted the attention of John Munson Garrison, of Paterson, N. J., when he came to Hanover Neck to visit his relatives, in particular a favorite aunt. Being susceptible to her charm and attractive womanliness, he at once lost his heart to her. After visiting there several times, and finding her irresistible, he made a proposal of marriage to her and was accepted without hesitation.

Their wedding ceremony took place, it is thought, in the church of the village, in the afternoon of September 14, 1853, after which they boarded a "clackety-clickety" train at Morristown before sundown, to spend their honeymoon on the farm of Caroline's aunt Jane Condit, near Condit, Ohio, for two weeks before settling down in Paterson, which became their home during the remainder of their days.

Several instances have been related of her kind-heartedness. Early in her married life, from natural predilection and sympathy, it was her habit to take to her home the sick from the boarding houses around her, as there was no hospital in the town at that time, and to nurse them back to health, strength and hope. At the time of the death of her husband's mother in 1833, there was left in the family a young Catholic girl of twenty, Mary Brophy by name, who had come from Ireland a little over a year previous to her employment as a servant. She remained in the family until "Little Johnny" grew up and became the husband of Caroline. On returning home from their Ohio wedding trip, Caroline was thoughtful to think of taking Mary Brophy with her because of John's father's feeble age, and retained her service for thirty-five years. Mary proved to be so grateful, faithful and devoted to the family that her heart was so broken by the demise of her benefactress that her health was completely shattered. She died in the Old Catholic Ladies' Home at Paterson, her last days being made as comfortable as possible.

Caroline's death occurred on June 11, 1889, in her fifty-seventh year. She was a devoted wife and mother, being quiet and gentle in manner and lovable in disposition. Her passing away in the middle of life was a great blow to her husband, children and aged mother,

who had her home with her. Although her period of life was cut short, "the harvest of the seeds she scattered, eternity will measure."

The bereaved husband was a valued conductor on the Paterson branch of the Erie railroad for nearly sixty years. His retirement from the road on a pension was caused by an injury which he received in the Waldwick yards of the company at Paterson, in October of 1903. He then made his home with his daughter Mrs. Henry Cory, in Morristown, but died on October 12, 1906, while on a visit to his other daughter Mrs. Ellison L. Cory, in Vincennes, Indiana.

His reminiscences of the early years of the railroad, and of the times when the first crude line from Paterson City was the wonder of North Jersey, are interestingly told in the *Erie Railroad Employees' Magazine*, of September, 1905:

Mr. Garrison's eyes glistened as his memory went leaping back into the mystic past of sixty long, long years. That brought him to '46, on a sunshiny day, when a lad of nineteen he started his long and successful career.

The Paterson and Hudson railroad had been in operation six years when I joined the force. I was freight clerk and assistant conductor.

The railroad had first been built from Paterson to Bergen, and built to operate by horses. At Bergen the Paterson cars took the New Jersey Transportation company (Pennsylvania railroad) tracks through the cut to the Jersey City waterfront. The passenger station in those days was just north of the present Pennsylvania terminal in Jersey City. It remained there until the Civil War days. When the bore of Bergen tunnel was completed the Paterson and Hudson had become the very important stem of the Erie, and the Pavonia terminal came into its being.

The old Paterson and Hudson ran three trains daily, in the morning, at noon and at night. Each train consisted of two passenger cars and several freight cars. After three or four years of horse operation, three passenger and two freight locomotives were acquired and the railroad took on a new dignity. Folks dubbed the engines "grass-hoppers," because of their high walking beams, and the passenger equipment was built upon the English model, the conductor passing along on an outside running board to collect his tickets.



This was the beginning of the Erie's entrance into the city. It had selected Piermont-on-Hudson as an original terminal, but it did not take long to prove that this was not a wise move. For a time after it acquired the Paterson and Hudson, passengers were given the option of transferring at Suffern for the through cars to Jersey City, or continuing to Piermont and then sailing down to Chambers Street. The choice of east-bound traffic so uniformly fell toward the route through Paterson that the Piermont water service was gradually abandoned for passenger use, and the Erie trains ran through from Pavonia to the West.

That was a great road, that Paterson & Hudson. * * It took the trains about an hour to run from Paterson to Jersey City. The track was a crude affair laid on the trunks of cedar trees, which then grew in abundance in the Hackensack meadows. The rails were formed of flat iron bar. They were spliced at joints, and occasionally one of these would work loose, come through the floor of the car and spike a passenger against the ceiling. In such a case we did not need to send for an ambulance. The coroner was sufficient.

The cars ran off the track frequently, and the passengers contentedly went out by the track and amused themselves by catching snapping turtles, which were then very plentiful. Of course, after the Erie acquired the road in the late fifties, things changed * * *.

The veteran conductor rallied to the defense of the Union in '61, when the guns of Fort Sumpter broke out over the astonished North. He obtained a leave of absence from the railroad for a space of two years and went to Brooklyn, where he assisted in raising a regiment of volunteers, and was appointed second lieutenant in the Twenty-third New York regiment. The regular army surgeons, however, refused to accept him because of a technical physical defect, and he returned to his first love, the Erie.

As John's middle name was "Munson," it seems it was given him for his Grandmother Fairchild's sake, as she had lost a son of the same name, evidently when small. The child's baptism is recorded at the Hanover church, May 30, 1790. John was a great-grandson of Timothy⁵ Mulford, whose daughter Amy was married to Isaac Fairchild, a farmer of Hanover Neck. The fruit of the union was John's mother, the third child in a family of seven daughters. She was born near Hanover Neck on May 25, 1793, and passed away in Paterson on April 12, 1833, when John was five years old.

His grandfather Isaac Fairchild was a grandson of Caleb Fairchild, who moved from Connecticut and settled at Whippany, N. J., May 1, 1735. Caleb's wife died in that year of small pox, and strange to say, Caleb himself also died of the same disease forty-two years later, on May 1, 1777.

The first of the Fairchild family in this country was Thomas Fayre-

child, who was among the first settlers of Stratford, now Bridgeport, Conn. He was a merchant and was married twice. His first wife Sarah was a daughter of Robert Seabrooke, who came to Connecticut in 1639.

John, though he had a brother who died when small, was the only living son of John Garrison and Phoebe Fairchild, being born in Paterson on March 8, 1828. His parents were married by Rev. Aaron Condit of the Presbyterian church at Hanover, N. J., on August 3, 1826. John's town also was the birthplace of his father, the date being January 11, 1791, and he died there on September 4, 1876, his age being "85, 7 months, 24 days," according to his burial record. The notice of his death was published in the *Paterson (N. J.) Daily Guardian* of September 4, 1876, giving the information that:

John Garrison died in his 86th year. The relatives and friends are respectfully invited to attend the funeral from his late residence, at No. 346 Grand St., on Wednesday, at 3 o'clock P.M. Interment will be made at Cedar Lawn cemetery.

He married three times. His first wife was Mary Brouwer, whom he married at Ackquacknock (now Passaic), N. J., March 21, 1813, and whose birthdate was April 15, 1794, and his deathdate, May 17, 1825; his second wife was Phoebe Fairchild, the mother of John, and his third was Mehitable (Hetty) Gould, born about 1834, a daughter of John R. and Nancy (Sanford) Gould, born April 20, 1800, and died October 22, 1867. In his first marriage record the name is spelled "Gerritse."

John's grandfather John (Gerritse) Garrison died in 1833 at the age of ninety-three years, according to his tombstone in the same family burying ground. It shows that his birthyear was 1740. His grandmother was Mary.

The progenitor of the Garrison family seems to be of Dutch extraction, as the name was originally spelled Garretsen. The family consisted of Garret Garretsen and Annetje Hermanse, his wife, and one child Garret, then two years old, who came from Wageningen in Gelderland, Holland. They arrived in New York bay, in the ship *Faith*, on December 23, 1660. He brought with him a certificate of good character and Christian deportment from the burgomaster of his native city. Below is the interesting document, translated from the Dutch, relating to their probity, which is still preserved in a family of one of their descendants in Jersey City, N. J.:

We, burgomaster, schepens and councillors of the city of Wageningen, declare by these presents, that there appeared before us Hendrick Elissen and Jordiz Spiers, citizens of this city, at the request of Ger-

rit Gerritsen and Annetje Hermansse, his wife. They have testified and certified, as they do by these presents, that they have good knowledge of the above named Gerrit Gerritsen and Annetje Hermansse, his wife, as to their life and conversation, and that they have always been considered and esteemed as pious and honest people, and that no complaint of any evil, or disorderly conduct has ever reached their ears; on the contrary, they have always led quiet, pious and honest lives, as it becomes pious and honest persons. They especially testify, that they govern their family well and bring up their children in the fear of God, and in all modesty and respectability.

As the above named persons have resolved to remove and proceed to New Netherland, in order to find greater convenience, they give this attestation, grounded on their knowledge of them, having known them intimately, and having been in continual intercourse with them, for many years, living in the same neighborhood.

In testimony of the truth, we, the burgomasters of the city, have caused the private seal of the city to be hereto affixed.—Done at Wagening, 27th November, 1660.—By the ordinance of the same, J. Aquelin.

“Gerritse,” as his name reads in record, appears to have settled in Communipaw (now Jersey City), N. J., immediately after his arrival for, on October 16, 1662, Director General Petrus Stuyvesant, in council, appointed him one of the three schepens, that is, magistrate, or alderman, with magisterial and judicial powers, for his town. In the same year Gerritse was one of the petitioners for the settlement of a clergyman at Bergen, (Communipaw) and pledged himself to contribute six florins yearly toward his support. On June 18, 1663, he was named by the council as one of the three commissioners empowered to enclose the settlement at Gemoenepa with long palisades, for the safety of the houses and barns of the settlers against Indian incursions, and to assess the cost thereof upon the inhabitants. Twelve days later he received a commission as ensign of the militia, at Gemoenepa. On November 22, 1665, he, with other inhabitants of Bergen, took the oath of allegiance to King Charles II. of England. Governor Philip Carteret gave him a patent, May 12, 1668, for four parcels of land, in and about Bergen, about one hundred acres in all, one of them being at Marion. On the recapture of New Netherland by the Dutch, Gerritse was again, August 18, 1673, constituted one of the schepens of Bergen on the nomination of the people. He was one of the purchasers of Acquackanonk (now Passaic), N. J., from the Indians, March 28, 1679. Governor Andros of New York having usurped the domination over New Jersey, in 1680, Gerritse was elected one of the officers of Bergen, and was confirmed by the governor and his council. The patentee never settled at Acquackanonk but always remained at Communipaw. By

deed, dated January 30, 1698-9, "Geret Geretse van Wageninge, senior, of the town of Bergen," for the consideration of forty-five pounds sterling in New York money, conveyed to Gristoffie Stynmets of the county of Essex, "a Certaine lott, lying in the township of Acquechonenque, it being of ye old Lotts & marked number 6, together with ye just half of all ye rights, title & priviledges belonging, or in any wayes pertaining, to ye fourteenth part of ye Commonage of ye abovesaid town Acquechononque, according to ye patent thereof, granted & ye several agreements by ye patentees & their associates, as also ye house, or home Lot, belonging to ye abovesaid lott of Land, belonging," etc. This deed was witnessed by Johanne Stymets, Gerrit Gerritse "de Jongh" (the younger, or junior), and Edward Earle, jun. According to the Bergen Church records the patentee died April 6, 1703; his wife died before him, September 7, 1696. Their children were: Gerrit, Jannetje, Fitze, Harmanus, Aeltze, Hendrick, and Johannes.

Some of the sons of these children settled in Acquackanonck, which is the present town of Passaic, west of Bergen, in New Jersey. Some of them retained Gerritsen, the name of their grandfather, while others took the name of Van Wagenen in remembrance of their grandfather's home town. One of the sons is thought to be the father of John Garrison, who died in Paterson, N. J., in 1833.

Following are the names of the children of John M. and his wife :

Amy Fairchild Garrison, born in Paterson, August 7, 1856; was married to Henry Cory, grandson of Simeon⁶ Cory, October 6, 1880; had no children.

Grace Munson Garrison, born in Paterson, July 13, 1863; died in Morristown, N. J., July 27, 1930; was married to Ellison Leonard Cory, great-great-grandson of Elnathan⁴ Cory, April 28, 1892. Ellison's grandmother was descended on two lines from her ancestor, Steven Coerte Van Voorhees, who emigrated from Holland in 1660. He died in Washington, D. C., January 14, 1929; had no children.

Charles Cory Garrison; wife, Harriet Elizabeth Wood.—See page 186.

Authorities consulted: "Genealogy of the Mulford Family," by Ann Elizabeth (Mulford) Kitchell; "The Axtell Record(s)," by Ephraim S. Axtell; "The Cory Family," by Harriet (Cory) Dickinson; "Mr. John M. Garrison's Railroad Life," by a writer in the *Erie Railroad Employes' Magazine* of September, 1905; "Garrison Family" in "History of the City of Paterson, N. J.," by William Nelson; "Memorial History of Staten Island, N. Y.," by Ira K. Morris; research work by a New York genealogist; family reminiscences; and investigation through correspondence.

CHARLES CORY⁹ GARRISON was living in Paterson, N. J., with his wife and son Henry when his sister Grace was married in 1892. On the sister's leaving for her new home in Indiana, Charles and his wife moved in and kept house for his father. His family remained there until death claimed him on March 5, 1898, after a long illness from typhoid fever. About that time there was an epidemic of the fever. The popular belief was that it was due to the tainted water, drawn from the Passaic river, but the board of health, on investigation found it was due to impure milk, and declared the water supply to be pure, being free of pollution.

Charles was unusually of a quiet and retiring nature, taking but little or no part in the public affairs, though he was much interested in the military company of which he was a member. By those who knew him he was highly esteemed for his modesty, upright life and courtesy. The William Strange Silk Company, of which he was cashier, had perfect confidence in his honesty, giving him full charge of its pay rolls. He was in the service of the firm for fifteen years, when his career was ended. In the same concern there was a clerk by the name of Harriet Elizabeth Wood, a sister of the wife of James Mandeville Cory, who was Charles' uncle. It was not long before the acquaintance of the two ripened into their betrothal, and their marriage took place on June 3, 1885.

Charles was born at Paterson, N. J., April 9, 1860; his wife, who was a daughter of William Freeman Wood and Mary Jane Keen, was born at Honesdale, Penna., May 22, 1859. She is living. Her father, born at Dodd's Ferry, N. Y., March 19, 1815, died at South Orange, N. J., December 28, 1891, and her mother, born in Orange county, N. Y., December 24, 1817, also died in South Orange, N. J., January 19, 1897. To trace fully her Wood lineage see the life story of James Mandeville⁸ Cory.—Page 188.

The only son of Charles C. Garrison and his wife Harriet is:

Henry Munson, who was born at Paterson, N. J., February 20, 1893; married, at Phelps, N. Y., June 19, 1918, Inger De Cue, daughter of Frank Hamilton Howe and Geneora Bunnell. His wife was born at Phelps, N. Y., November 23,

1891. Her father, born at Phelps, N. Y., February 2, 1853, and her mother, born in the same town, April 9, 1860, are both living. Her grandfather John Quincy Howe, born at Phelps, N. Y., in 1818, died there February 25, 1891. Her grandmother Nancy Griffith Howe, born in the same town, August 4, 1827, died there July 22, 1914.

The records of the late World war show that Henry enlisted in the U. S. naval reserve force at Newport, R. I., December 10, 1917, as a seaman of the second class, being placed in Company C., at the U. S. Torpedo station for guard duty, and later in Newport harbor; he was sent on December 20, to the reserve barracks camp there, and placed in Company C. of the armed guard force for training as a member of a gun crew for transports; placed on February 15, 1918, in Company A., for permanent guard duty in camp and about the city of Newport; was made on April 20, a section leader in Company G., his duties being to drill new men, instructing them in seamanship, guard duty, signalling, and in all parts, belonging to the naval branch; was made, on July 7, a commander of Company G.; sent on July 25, to the junior naval camp at Uncasville, Conn., as general instructor; was back in Newport on November 1, being recommended for examination for promotion to an ensign's commission; the examination was taken on November 11, and notice of the result was not known for three months after his arrival at his home, but he received no commission, peace being signed at eleven o'clock in the morning of November 11, much to his disappointment for not being sent over seas for service; from November 11, to December 11, 1918, he was detained as seamanship-instructor at Newport camp; was ordered on December 11, for inactive duty, and was not discharged from the reserve list until December 10, 1921.

The children of Henry are :

Donald Howe, born in Branford, Pa., April 11, 1921.

Margaret Cory, born in Hagerstown Md., March 7, 1929.

Authorities consulted: Family record and personal investigations.

JAMES MANDEVILLE⁸
 CORY made his expected arrival at the Mulford homestead, near Hanover Neck, New Jersey, on February 5, 1838, as is tersely set down in his father's diary:—"a son born this morning at 6 A.M., the last in more than 6 years." Three months later, on the twenty-eighth of April, he was baptized in the village church by its pastor, the Rev. Samuel Mandeville, being named for his father. His middle name was given him at the request of his mother, who held the minister in high esteem. As recorded in his father's diary, the next day being Sabbath, the minister in his farewell sermon, "gave a terrible thrashing," on his leaving to accept from another church elsewhere an invitation to become its pastor.



The diary mentions that the minister came back to Hanover Neck, twelve years later, in October of 1850, to fill the pulpit of the church temporarily in the absence of its regular pastor. It appears that at this time he had his home with James' father as a guest.

It seems that his father bought the wood on credit, knowing that I. B. Condit, a school teacher, had more than he needed. His father was the school commissioner, probably in 1841, when he received the following note from him, the which explains itself:

Nov. 30th, 1841,

Dear Sir: We have rec'd $\frac{1}{2}$ cord (of) wood, at the school house, and wish to have it cut, as we (are) entirely out, and (have) no axe to chop with. It is all maple, and will be pleasant to chop and split. In haste, yours, &c.

I. B. Condit.

Mr. Condit taught school at various places in Essex and Morris

counties. It is thought he came to Hanover as early as 1840, and four years later bought a farm.

When James was six years old, he was placed, with his young brother Charles, under the tutorship of the teacher, as the following cancelled bill, found in the keeping of the latter, reveals:

		James Cory To I. B. Condit, Dr.:				
1844, March 28th,	To James,	Schooling	55½ days	at	8/	} 1.33
" " "	" Charles	do	32	" "	8/	
1845, March 29th,	To James	"	49½	" "	90cts	} .26
" " "	" Charles	wood		" "	29	
" " "	" Charles	do	15	" "	90cts	.89
		wood				.15

						\$1.63

Received Payment, May 30th, 1849, I. B. Condit.

During the summer months of 1844, James was, with Charles and his older sister Caroline, in the hands of another tutor named B. A. Barnes, as stated in Caroline⁸ Cory's life story. After that James went through the village school.

James had an ambition to make his own way in the world when he was a lad of fifteen years. His oldest brother, being home from New Brunswick on a brief visit, told his folk that he had secured a job for James in a book and stationary store. The two brothers left together, on September 1, 1851, as James had to report at the business place of Abraham Ackerman, the book seller, at No. 8 Peace street. While working in the store he lived at his employer's residence, at No. 29 Paterson street.

Apparently he returned home in 1855, when his father had sold the Mulford homestead and was making preparations to move to Paterson, N. J. Shortly after his father was settled down in the new home town, James went, on March 31, 1856, to live in Jersey City, with a Mr. Ward in whose hat store he had secured employment. He had been in the store over a year when he was called home on account of a serious accident to his father, received in the railroad bridge work. As he had some experience in salesmanship, he did quite well as a clerk for his father who, on recovering from his accident, resigned his railroad job and went into the grocery business.

In 1864, during the Civil war, James was called to the service of the United States government, as mechanics were needed. He was sent to Nashville, Tenn., and was placed as a mechanic between lapsed-intervals from March 26, 1865 to September 15, 1865, in the shops of the United States military railroad department of the Cumberland. At the close of the war, he returned to Paterson and se-

cured a fireman's job with the Erie railway. In three years' service he became a master of the business of running a steam locomotive.

Upon going to Cairo, Ill., about 1868, he took a job with the Illinois Central as a fireman, but in a short time he was advanced to driving a freight locomotive with good prospects of becoming a passenger engineer. But strangely enough, his career as an engineer had an unexpected ending through the trick work of a tornado.

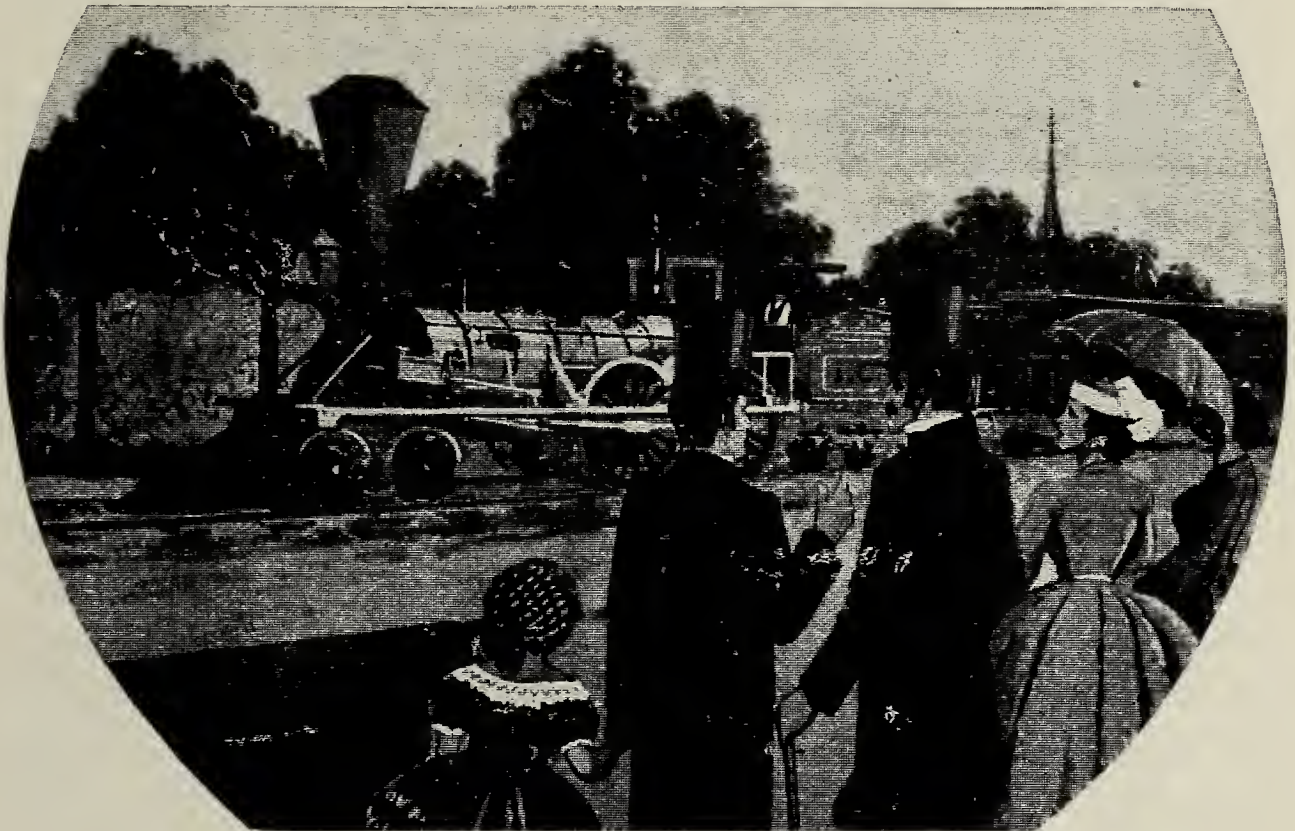


Illinois Central railroad station at Centralia, Ill., in 1876.

One of the regular passenger engineers being ill, James was put in his place temporarily on the relay runs between Centralia and Champaign, the latter town being where he lived, taking on each trip the Chicago-Cairo train. On the morning of the fateful day in 1876, he coupled his engine, No. 25, to the north-bound train at Centralia, for Chicago, containing five coaches and the President's private car. Every thing went on smoothly until after he passed Effingham when a storm came up. It gathered increasing speed and power, racing in his wake, and buffing his train at times almost to a stall. It then turned into a fierce tornado by the time the train was a mile and a quarter south of Neoga, and with great force lifted the entire train off the rails and ditched it sideways.

It is thought that the tender and the coaches behind were tossed over, dragging the locomotive in the turning. The side of James' cab was thrown upon the embankment. No one but himself knew how he came out alive. The fireman was injured about the head, and the colored porter in the private car, in some way, got himself caught by one eye on a cloth hook that it was almost ripped out.

Though James escaped injury, the accident so upset him, and made such an impression on his mind that he never would drive an "iron horse" again.



The pride of the Illinois Central Railroad in 1865-1875.

The engine in those days was of light tonnage, with a 15x22-inch cylinder, fed by 120 pounds of steam, but it was heavy enough to stay on the rails under ordinary circumstances. It was a wood burner, with a great flaring hoop-skirt stack, copper fire box and flues, and with a show of brass trimmings on boiler and machinery, much to the discomfiture of James' fireman who had to keep them bright and shiny. It was a little fellow, as compared with the monster of to-day, running between these two points.

It may not be out of place to explain that the Illinois Central in its pioneer days was constructed in such a make-shift way that it was called the "cow-path of Illinois." The tracks were laid right in the ground, without any rock-ballast under them. The rails were of iron, and of twenty-foot lengths that used to warp so on hot days that the ends would stick up at the joints. On rainy days the black soil would turn to soft mud that caused the track to sag, so boards on the fence sides along the way, had to be ripped off to shove under to prop up the rails. The difficulties James had in keeping his train on the track were such that he had to keep a sharp lookout for unlooked-for obstacles until this storm came on.

No wonder that James left the Illinois Central to accept the position of freight conductor with the old Cairo and Vincennes railroad,

making his home at Vincennes, Ind. While connected with the railroad a mishap happened to him that came near costing him his life. He was coupling up freight cars to get ready for departure in transit, and in some way not explained, he was caught between two cars, but by his presence of mind he managed to squeeze himself out in time, though painfully hurt. In those days automatic couplers were an unknown factor. All the rolling stock was equipped with links and pin couplers, which were so productive of accidents to the brakemen in making coupling that it was necessary for them to step between the cars and hold the links. A fraction of a second determined whether or not the brakeman's hand would be crushed. It was not James' place to make the coupling, but happening to be near the cars he took it upon himself to do it.

On account of his good work and intelligence he was promoted as passenger conductor. When the road was merged with the Wabash system, along with the Danville and South-Western railroad in 1881, James' run was extended over these two lines straight to Danville, Ill., to which town he had to move his home about 1884. In 1887, the stockholders of these lines became so dissatisfied with the operation of the Wabash that they took it through the courts. Because of the unsettled condition of affairs, James left the Wabash and went to St. Joseph, Mo., as depotmaster for the Chicago, Rock Island and Pacific, just then opened. In the meantime he applied for a position as passenger conductor, being given a "run" west and southwest of St. Joseph. He continued in that position for a good many years, having his home at No. 1208 South Ninth street, St. Joseph.

Although he appeared to be in robust health, it was known to only a few of his friends that his stomach was giving him trouble, especially a pain in his back and side. This latter malady came to him through an unlooked-for accident that put him out of commission for life. The accident happened just as the train under his charge was coming into the station at St. Joseph and collided with another train coming in from the opposite direction. As he was about to step out on the platform the trains came together, throwing him headlong out upon the ties and cinders. He was picked up unconscious, with a bad gash on the back of his head and a wrenched back. The wound on his head healed up, but the pain in his back and side continued to bother him. When he gave up railroading he went to Detroit, Mich., and lived there for about five years, after which he took up his residence in Lima, Ohio, to be near his only living brother. He died of cancer of the stomach at nine o'clock in the morning of December 1, 1915, in the old Lima hospital, to which he was taken the

day before. His remains were placed in a mausoleum in Woodlawn cemetery at Lima.

At his death, James was a Freemason of high standing. His Masonic work began at Vincennes, Ind., when he was initiated into the Free and Accepted Masonic Lodge No. 1, on September 16, 1878. His name in the record there is spelled with two r's, apparently an error on the part of its secretary in recording it when his application was submitted. The record shows that he took his demit with him on April 6, 1885, when he became a resident of Danville, Ill., There, he was a member of the Olive Branch Lodge No. 38, Ancient, Free and Accepted Masonry. By degrees, he rose in the Vermillion chapter, No. 82, Royal Masonry; higher in the Danville Council, No. 37, Royal and Select Masters, and still higher in the Athelstan Commandery, No. 45, in the Knights Templar Order. He demitted in 1913 from the council, but retained his membership in the other above-named bodies. Apparently the year date is wrongly recorded. When he moved to St. Joseph, Mo., he took his demit with him to a Masonic lodge there, and there his wife joined the Eastern Star Order. If he took his demit in 1913 it should be recorded in the Lima Masonic lodge, but it is not.

During his career as a railroad man James was very popular with the men and patrons of the Wabash and the Rock Island because he always was courteous, patient, and cheery, though quiet, firm and dignified in manner. His early home training was such that it showed in after years, as he had no bad habits. Probably this was the reason why a young school teacher, of Honesdale, Penn., saw in him a model man for a husband. It was Mary Matilda Wood, daughter of William Freeman Wood and Mary Jane Keen. Their wedding took place on June 19, 1870 in Honesdale, in which town she first saw the light of day on September 22, 1842.



Before his marriage James had a leave of absence from the Illinois Central to visit his folk in New Jersey, after which he went to Hones-

dale to visit his cousins on his grandfather's side. While there, he attended a picnic party gotten up by his relatives. Among the merry-makers was a young lady, who had charge of a school at a small about town, ten miles south. When James met her he at once fell in love with her and she reciprocated his love. Evidently it was a case of love at first sight. At their marriage, they went to live in Cairo, Ill. In 1873, James was transferred to Champaign, Ill., and they had to break up housekeeping. Then his young wife went back to her home town in Pennsylvania, and staid there until after the birth of her son.

Being a careful business man James made wise investments, which brought his widow a comfortable income to live on. Her unmarried son and a widowed sister lived with her, taking care of the house and making life easy and pleasant for her when she became a confirmed invalid. With Christian patience and hope, she awaited and answered the call to join her beloved sainted husband, at three o'clock, Sunday afternoon, on April 12, 1925. She is now sleeping beside him in the mauseoleum.

It was her habit to sit out on the porch on clear days almost daily, tranquil and gracious, watching life as it flowed by. This made her a familiar and interesting figure to passers-by, who were wont to look for a sight of her gentle, smiling face. And when, at last, her absence from the porch was noticed, they missed her and wondered what had become of her until the announcement of her passing away was given out. A dear friend of hers at once sat down at her typewriter, and out of her heart came the following tribute to her memory:

Gone is the old familiar face,
But memory keen will hold a trace.
See her still in the self same place,
Gazing out thru the open space.

Watching the people pass to and fro,
The youth and the aged, fleet and slow.
A few she knew, many unknow,
Thinking perhaps of days long flown.

Grand old lady of yester years,
Model of worth, peer among peers.
Living beyond the allotted time,
The trail's end reached at ev'n's chime.

Life's book is closed—a volume rare,
Rich in deeds-many burdens shared.
Now, rest in peace in Woodlawn's home.
Let others reap from seeds you've sown.

Mary's father was born at Little Nine Partners (now Millbrook)

in Dutchess County, New York, March 19, 1815. He went with his father to Wayne County, in Pennsylvania, in 1828, and located first in Dykny township, but shortly after moved to the Flats, near Clinton, in the same county. He married Mary Jane Keen in 1840. He died in South Orange, N. J., December 20, 1891, and his wife followed him to the grave, on January 13, 1897.

According to an unpublished family genealogy, the founder of the Wood progeny in this country was Jesse Wood, who came to Sweet Hollow L. I., from England, with two brothers, about 1765. One of the brothers returned to England while the other settled in New England.

Jesse Wood was born in England, in 1742, and was drowned, while bathing in the Hudson river, at Coxsackie, N. Y., in 1802. He was married three times; his first wife, Abigail Young, was the mother of his nine children. He was living at Fishkill, in Dutchess County, New York, when he married his third wife Margaret Schott. He was a justice of the peace and a merchant. His son Eliphalet was the father of William Freeman Wood.

The only son of James M. Cory and his wife is William Wood Cory, who was born in Honesdale, Penna., January 6, 1874, and is unmarried.

Authorities consulted: His father's "diary"; Family reminiscences, and research work through correspondence.



CHARLES HENRY⁸ CORY'S birth occurred at the Mulford homestead, near Hanover Neck, New Jersey, on December 26, 1839, as we learn from his father's succinct passage in his diary on that happy day: "Self about home when we had a son born at 3 P.M."

The Presbyterian church of the village was the scene of his christening on August 1, 1840. To the best of his knowledge the reason for his first name was inexplicable, but he supposed that it was given him by his grandmother Kitchell-Mulford for some favorite relative of hers. He, however, had no doubt about his middle name having been chosen by his other grandmother Axtell-Cory in honor of her father Major Henry Axtell.

When he was quite young, as is told in the life story of his older sister Caroline, he was taught his letters by a private tutor engaged by his father. After that his education was pursued at the village school with more congeniality, in company with his relatives—the Mulfords and the Kitchells.

A few months after his fifteenth birthday his parents moved to Paterson, N. J. Finding himself in a strange, bustling town, and not being used to a town's ways and distractions, he was bewildered, becoming lonely, restless, and bored with life. It was natural that he was soon longing for work and work's happy activity to keep him fit in body and comfortable in mind. But he had not the least idea of just what he would like to have for a vocation.

One day while taking a stroll about in town, he was startled and

mystified at hearing distant boiler-pounding reverberations. Following the direction of the sounds he came to a gigantic plant on the outskirts, now known as the Cook Locomotive Works. Watching through open windows men at work building a wood-burning locomotive, he was fascinated, and as it appealed to him, he made up his mind that it was just what he wished to learn.

He broached to his brother-in-law J. M. Garrison, husband of his sister Caroline, the subject of his desire to learn the trade of locomotive building, and asked for advice as to how he should proceed to secure the object of his desire. His brother-in-law, being acquainted with the officials of the Works, told him that he should have to obtain the consent of his father, and that he himself would recommend him to the company.

Charles was taken into the manufactory for a trial on April 7, 1856. Finding his new environment pleasant and interesting, he was in a heaven of delight and determined to put his every effort at learning with eagerness and faithfulness, so necessary to put an apprentice upon his mettle to become a contented and successful workman. About six weeks later, on the twenty-ninth of May, the trial proving that he was a promising learner, he was called into the office of the company and found his father and his brother-in-law there, going over with the officials a printed agreement, prepared by the company, which was signed as given below :

Know all Men by these Presents, That we, John M. Garrison and James Cory, of the City of Paterson, both of the County of Passaic and State of New Jersey, are held and firmly bound unto Charles Danforth and John Edwards, [John Cooke & Edwin T. Prall], of the same place, in the sum of two Hundred Dollars, to be paid to the said Charles Danforth and John Edwards, [Jno. Cooke & Edwin T. Prall], their executors, administrators and assigns; to the payment of which sum, as liquidated damages, without any deduction, or abatement for any cause whatever, and not by way of penalty, we bind ourselves, and our heirs, executors and administrators, jointly and severally, by these presents.

Sealed with our seals, and dated twenty-ninth day of May, *A.D.* 1856.

The condition is, That whereas, the said Charles Danforth and John Edwards, [John Cooke and Edwin T. Prall], have taken Charles H. Cory as an Apprentice; Now, therefore, if the said Charles H. Cory shall in all things comply with the matters and things set forth in the Indenture of Apprenticeship, by which he is bound unto the said Charles Danforth and John Edwards, [Jno. Cooke & Edwin T. Prall], and on the part of him, the said Charles H. Cory, to be performed during the term of his Apprenticeship, and shall in all things fully and faithfully perform the duties of an

Apprentice to the said Charles Danforth and John Edwards, [Jno. Cooke & Edwin T. Prall], during the said term, as required by law and the said Indenture, then this obligation to be void, otherwise to remain in full force.

Sealed and Delivered {	J. M. Garrison (seal)
in the presence of {	James Cory (seal)

The above alterations, *viz.* :

the words Jno. Cooke and Edwin T. Prall, & two were interlined before signing—

Daniel I. Hathaway.

It was not until the following Christmas day, when the indenture was signed between himself, his father and the members of the firm.

It runs as follows :

This Indenture, Witnesseth that Charles H. Cory, Aged Seventeen years, the Twenty-fifth Day of December, *A.D.* 1856, Hath put himself, and by these presents, by and with the consent and advice of his Father James Cory, doth voluntarily, and of his own free will and accord, put himself Apprentice to Chas. Danforth, John Edwards, John Cooke & Edwin Prall, of the City of Paterson, in the County of Passaic and State of New Jersey, to LEARN the Art, Trade and Mystery of Fileing & Fitting, and after the manner of an Apprentice, to serve from the day of the date hereof, for and during, and until the full end and term of Four years, Eight months and Eighteen Days, from the Seventh day of April last past, or until he is twenty-one years of age; During all which time the said Apprentice his masters faithfully shall serve; Their secrets keep; Their lawful commands every where readily obey; he shall do no damage to his said masters, nor see it done by others without letting or giving notice thereof to his said masters; He shall not waste, or embezzle his masters' goods, nor lend them without their consent to any; He shall not commit fornication, or contract matrimony within the said term; At cards, dice, or any unlawful game, he shall not play, whereby his said masters may have damage, with their own goods, or the goods of others; Without license from his said masters, he shall neither buy nor sell; He shall not absent himself by day or night from his masters' service, without their leave; nor haunt ale houses; taverns or play houses; but in all things behave himself as a faithful Apprentice ought to do during the said term. And the said masters shall use the utmost of their endeavors to teach, or cause to be taught, or instructed, the said Apprentice in the trade, or mystery, of Fileing & Fitting. And shall allow him for his Board, Lodging, Clothing, washing and mending during the term of (the) Said Apprenticeship as follows, for the first year one & a half dollars per week, for the second year, Two dollars per week, and for Eight months & Eighteen days, Two dollars & a half dollar per week, and for the third year, Three dollars per week, & for the Fourth year, Three And a half dollars per week. And if the said Apprentice shall at any time absent himself from the service of his said masters without leave, a deduction for such time of absence shall be made, according to the rate

and value of his labor at the time of his absence. The said Apprentice being always subject to such other penalties as the law prescribes. And for the performance of all and singular the covenants and agreements, aforesaid, the said parties bind themselves, each unto the other, firmly by these presents. IN WITNESS WHEREOF, the said parties have interchangeably set their hands and seale hereunto. Dated the Twenty-ninth day of May (should be Twenty-fifth day of December), in the year of our Lord, one thousand, eight hundred and Fifty-six.

SEALED AND DELIVERED
IN (THE) PRESENCE OF
DANIEL L. HATHAWAY.

James Cory (seal)
Charles H. Cory (seal)
Chas. Danforth (seal)
John Edwards (seal)
John Cooke (seal)
Edwin T. Prall (seal)

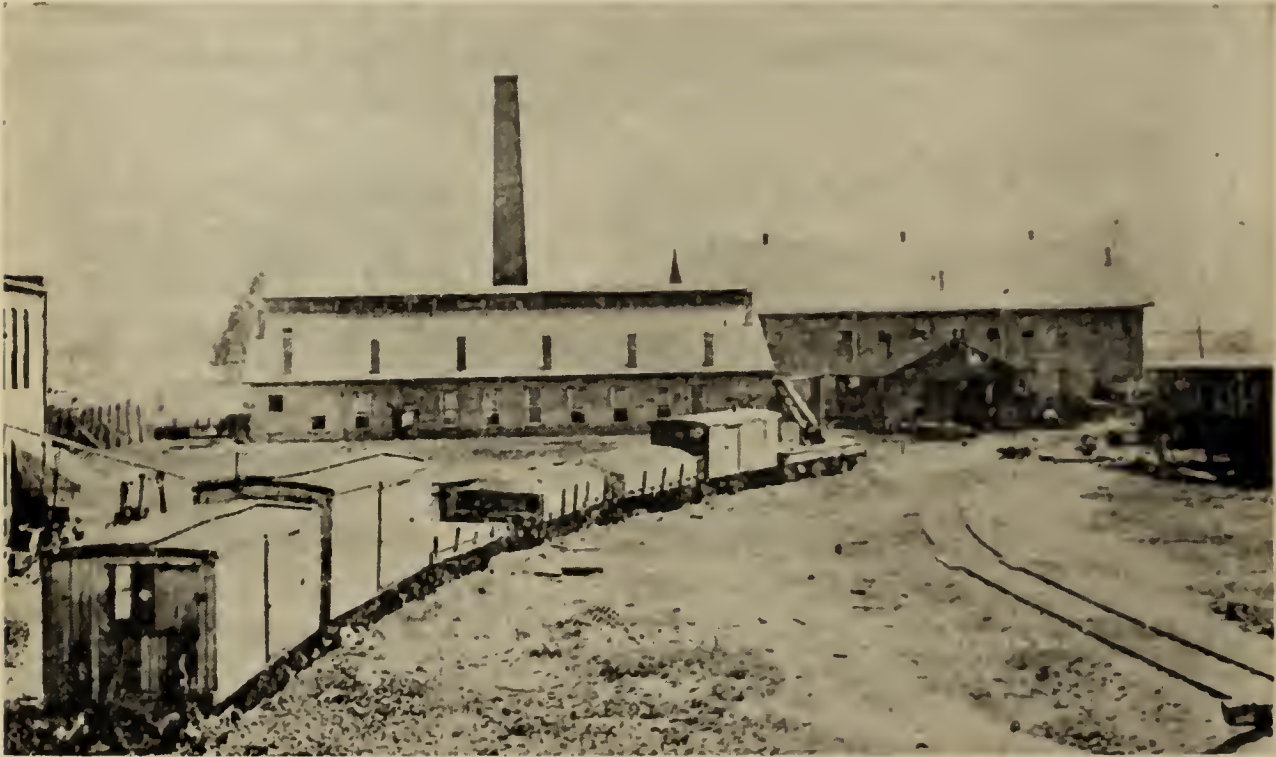
After staying with the company until the expiration of his apprenticeship, on December 25, 1860, a day before he became of age, he expressed his wish to start out in the world as a journeyman machinist, and asked for a recommendation. The company, though regretting the loss of such a fine workman, willingly gave him a cordial letter of recommendation, with their best wishes for his success.

Upon going to Bordentown, N. J., Charles at once secured employment with the Camden and Amboy railroad, now a part of the Pennsylvania system. It is apparent that he terminated his connection with the road on October 10, 1862, when he asked for a pass, expressing his desire to go home via New York, which was readily issued to him.

At this time his eldest brother Aaron, came home with his family from Virginia, to stay as feelings were running high in the South over the slavery question, which was coming to a straining point. From his brother he learned that there were possible chances for employment with the Illinois Central railroad out west, with which Aaron was connected before moving to Virginia.

The presidential campaign was over, and Abraham Lincoln, the President-elect, was coming to New York City through Harrisburg, Pa., instead of Baltimore, where trouble was brewing, and it was feared that his passing through that city might bring on a disastrous result. Charles Henry, then a young man, happened to be in New York at the time of the great reception tendered to Lincoln by the city upon his arrival there. He naturally joined the thousands who went up the steps of the old city hall, to shake hands with the great man whose destiny was to lead the nation through a great civil war. The reception over, he boarded a train for Illinois and stepped down at the town of Centralia, in which the Illinois Central had shops, and applied for and secured a job as a machinist. It was not long

until his knowledge of the business of building a locomotive, as well as his skill in fashioning the parts used in its construction attracted attention, and he became foreman of the machine department in May of 1862.



Car shops of the Illinois Central Railroad, at Centralia, Ill., built about 1858, but torn down in 1880, to make way for larger buildings.

In the third year of the Civil war Charles Henry was called by the United States government to the position of foreman of the locomotive-erecting shop of the military railroad department of the Cumberland, at Nashville, Tenn. The department was under the administration of the quartermaster general of the war department. The record, found there, cites his service as a civilian employee under General Superintendent W. L. Wentz first, and afterward under General Superintendent W. J. Stevens, from November 16, 1864 to September 18, 1865. In this capacity he rendered invaluable service. When the war was over the government reverted to the former railroad company the shops it had commandeered.

Being honorably discharged, Charles Henry received a military pass from the office of the master mechanic to insure his uninterrupted passage over any railroad back to Illinois. The pass reads as follows:

Military Division of the Mississippi,
Office of (the) M(aster) M(echanic),
United States Military Railroad,
Nashville, Tenn., Sept. 20th, 1865.

To the Officers of any R(ail)R(oad) Greeting,
Gentlemen:—The Bearer, Ch(a)s. H. Corey, has been for the last 12 months, Foreman in the Erecting shop of the Mil(itary)

R(ail)R(oad)s, at this point. Previous to his Employment, he was Foreman of the Ill(inois) Central Machine Shops in Centralia, Ill., (and) also of the O(hio) & M(ississippi) Shops, at E(a)st St. Louis. He is most truly deserving of the favor, usually Extended to R(ail)R(oad) Employees in T(raveling). He, with others of us, * (was) "turned out," when the Mil(itary) Roads were "turned over."

Respectfully,
 (Signed) J. E. Hofman,
 Ex-Cond'r O. & M. R. R.



Depot of the United States Military Railroad,
 at Nashville, Tennessee, taken in 1864.

The pass reveals the fact that Charles Henry was formerly connected with the Ohio and Mississippi railroad shops at East Saint Louis. Upon this fact no member of his family has been able to throw any light. Probably he was with the road for but a short time before he was drafted by the government.

Instead of going directly to Illinois, Charles Henry took train to New Jersey, probably on the army pass. After sojourning there for less than a year, he returned to Centralia and resumed his connection with the Illinois Central. The road had, before the war, extended its line to Cairo, Ill., and established shops there. Soon after his return, in July of 1866, he was given charge of them. They were located on the levee sides of the Ohio and the Mississippi rivers, about fifty-four feet above the low water mark. Occasionally, in flood times, the whole town was inundated, but the site of the shops was the only one that was free from the inundations.

Charles Henry was living in Cairo, when, on the seventeenth of

March, 1869, he took for his wife Mary Louise, daughter of Rufus Rennington Young and Jane Vosburg. On April 28 of the following year he was initiated as the forty-third candidate, under the name of "Chas. Corry," into the "mystic chamber" of the Delta Lodge No. 268, Ancient, Free and Accepted Mason order of Cairo.



Engine round house of the Illinois Central Railroad at Cairo, Illinois, in 1867.

On May 1, 1872, he was promoted as assistant master mechanic of the road at Champaign, Ill., which position he resigned in that month three years later, after he had been with the company for fourteen years. He was highly popular with the shop men, forty in number, for, when he reached the thirty-fifth anniversary of his birthday, on the twenty-sixth of December in 1874, they celebrated it by making him a fine birthday present in appreciation of his good fellowship and impartial treatment of them. Just what the gift was, we have not been able to find out.

Prior to his resignation he carried a locomotive engineer's card, given him by the Centralia Division, No. 24, of the Brotherhood of Locomotive Engineers, April 13, 1874, entitling him to the right of driving a locomotive without molestation and in compliance with the rules of the order. Though he did lay his hand on the throttle of an engine occasionally in sudden emergencies, he never cared to be a full-fledged locomotive engineer. From the start of his career, he adhered faithfully to his aptitude for mechanical engineering.

The Cairo and Vincennes road, being at that time in construction from the Ohio river to the old French town in Indiana, Charles Henry was tendered and accepted the appointment of master me-

chanic at Carmi, Ill., in May of 1875. He remained with the road for about two years and a half, when he left it, seeing that it would be sure to go "to the wall." The road had a checkered career for about ten years until the Big Four stepped in and took it. Before he left it the employees, in June of 1878, sprang a surprise on him in the shape of a gift of a gold watch and chain, as an expression of the high esteem in which he was held by them.

In July of 1878, he became master mechanic of the Iowa Central, (now a part of the Minneapolis and St. Louis system), at Marshalltown, Iowa, serving for more than a year. Then he was appointed on October 1, as acting superintendent at Mattoon, Ill., of the Grayville and Mattoon for a short time, when the road went into the hands of a receiver. Upon taking control of the road he found that there were only two engines used on its entire length between the towns of Mattoon and Parkersburg, about seventy miles apart. The water at the terminal destinations for the engines was furnished by "one-horse-power" pumps. The tanks at either end held just enough water for one engine, and when one was empty the engineer and fireman of the train on the next schedule had to hitch up "old Dobbin," and walk it around to operate the pump until the tank was filled. When the road was reorganized, it, with several other lines, was incorporated under the title of Peoria, Decatur and Evansville. Owing to mismanagement the new system was brought into the receiver's hands for the second time, the Illinois Central purchasing it when the transfer was concluded in 1901.

In the spring of 1880 Charles Henry moved with his family to Portsmouth, Ohio, and at once, on the first of March, he took the position of general master mechanic of the Scioto Valley railway, which eventually became a part of the Norfolk and Western some years after his resignation.

When the New York, Chicago and St. Louis railroad, called by Jay Gould, the financial wizard, "the Nickel Plate" on account of its costly construction, was being built between Chicago and Buffalo, N. Y., Charles Henry received appointment, August 15, 1881, as division superintendent of construction, with office at Bellevue, Ohio, though his residence was in Fostoria, about thirty-five miles west. He remained in the service until September of 1882. When the road was completed and was in operation he resigned to become general superintendent of the Boston, Hoosac-Tunnel and Western railroad, with headquarters at Mechanicville, N. Y., on the first of October. The employees of the Nickel Plate, as a token of their good will and esteem, tendered him a farewell reception at the Opera house in

Fostoria, and presented him with beautiful pieces of silverware. The following account of the affair was published in the *Fostoria Review*, of September 29, 1882:

One of the most brilliant and enjoyable social events within the history of our little city, was the farewell reception last Saturday night, tendered to Mr. C. H. Cory, division superintendent of the Nickel Plate during the past year, who will soon remove East to enter upon the duties of superintendent of motive power on the Boston, Hoosac-Tunnel & Western line.

The reception was planned and arranged by the employees of the road, who extended invitations to about one hundred couples of our citizens to participate in the affair, and the greatest praise is due to the former for the completeness of the arrangements, and to the latter for the enthusiasm which they manifested throughout, and especially at the supper.

At about seven o'clock the G. A. R. band escorted Mr. Cory and his wife from their residence to the Opera house, where were congregated about four hundred persons, and the appearance of the couple was the signal for most enthusiastic applause. Upon the stage were seated about twenty persons, Mr. Cory occupying a center position, while at his right were ladies and at his left, gentlemen.

Rev. William Foulkes, upon being presented by Dr. C. E. Davis, who acted in the capacity of chairman for the occasion, made a brief but very happy and pleasing prefatory speech. Mr. John Foulkes, an employee of the railroad, was then introduced and with the following remarks, presented to Mr. and Mrs. Cory, in behalf of the Nickel Plate employees, the very valuable presents which the drawing of the rear curtain revealed in most brilliant splendor upon a table:

"Mr. Cory, I have been deputed by my associates to say a few words on this occasion. The relation that we have occupied toward you while engaged in the construction of the Nickel Plate is about to be severed. That relation has been an exceedingly pleasant one. Our intercourse with you while under your charge has caused us to respect your character, and to appreciate your abilities, and has caused us to form for you a strong personal regard for your uniform courtesy and fair and manly treatment of those under your charge. This, I assure you, has been recognized and heartedly appreciated by us. On behalf of myself and my associates, I now thank you for the same. The memory of our association will ever remain and be cherished by us all. In saying this I know I voice the sentiment of each and every one.

"The work that you and we have done speaks for itself, and it may be safely said, I think, that in nearly every respect it is without its equal in railroad building in the United States. It is one of which even the humblest participant may feel proud. Much of the credit of this success is to be attributed to your efficient management. I am directed by my associates on this occasion, in their names and behalf, to present you and your lady with these presents as a slight to-

ken of our esteem and regards, not for their intrinsic value alone, but as a memento and, I trust, you will receive them with the same pleasure with which they are given. Now, allow me to extend to you our best wishes, and each and every one unite in one voice in saying that may each effort of your future be crowned with success, and may the golden harvest of health and prosperity smile on you and yours."

In response to this presentation, Mr. Cory said: "Ladies and gentlemen and fellow workmen, it is quite impossible for me to give full expression to my feelings on this occasion for various reasons, the principal one being that I am no public speaker, and again, it was late in the day when I was made aware of your designs upon me. However, in looking over the many faces here assembled I note that they are all familiar ones, and ones, with which I have been associated during the past fifteen months, and pleasantly so, it can not be otherwise or you would not be here on this occasion. In accepting these beautiful and useful presents from you, I know that I will have your kind feelings while absent from you, and now, when I am about to leave and you will serve under another, I feel confident you will render him the same honest, true service you did to me, by doing which you need not fear the result which will be "labor faithfully rewarded." After so pleasant a connection with you for fifteen months it pains me to leave you, and also on the completion of one of the greatest enterprises of the day, upon which you have all rendered faithful services, the completion of the Nickel Plate railroad. May all your labors be well rewarded. Be assured these beautiful presents will be treasured by me in the happy remembrance of the past. I thank you all for this kindly assurance of your good feelings, and when the Nickel Plate shall have filled your coffers with nickels, and you and your families sojourn for a time at Saratoga, be sure to take Hoosac-Tunnel route and see your old friend, farewell."

In response to insuppressible calls, Col. Paterson, of Gibsonburg, and B. T. Nichols, of this place, and others spoke briefly, adding their words to the unlimited volumes of evidence of the popularity of Mr. Cory among those who have been under his supervision, and associated with him. The crowd then dispersed, and the employees and invited guests, to the number of two hundred, made their way to the Hayes House where were spread a number of tables literally crowded,

With all that man, or woman could eat,
From crisp to sticky, from sour to sweet,

and one of the most enjoyable times that ever banquet had witnessed ensued. From beginning to end the affair was replete with hilarity and mirth, and nothing can efface from the memory of those present the pleasure of this joyous occasion.

The presents to Mr. and Mrs. Cory were: A silver water set, consisting of pitcher, tray, two goblets and finger bowl. On the pitcher was engraved, "Presented to Charles H. Cory, by employees of the Nickel Plate R. R., Sept. 30, 1882." To match the above was a fruit dish, butter dish, cake dish, pickle caster, syrup cup, three

sets of silver spoons, six table spoons, six desert spoons, and six tea spoons. There was a silver tea set, including teapot, coffee-pot, hot water pot, gold lined cream cup, sugar cup, spoon holder, waste bowl, twenty-six inch waiter, satin finished (tray) with engraved border, and coffee urn. And to wind up with these was a goldheaded cane, with the compliments of Foster, Ulmstead & Co., (handed to Mr. Cory by Ex-Gov. Charles Foster, who was the head of the firm).

The entire arrangements for the occasion were placed in the hands of Trainmaster George M. Dillon, Engineer Wash. Haverstick, and B. T. Nichols, and so admirably were they carried out that we doubt whether the Nickel Plate boys could have selected a committee that would have taken more pains or have been more successful.

After having been with the Hoosac-Tunnel road for four years, Charles Henry left it because the road had amalgamated with the Fitchburg railroad and no longer needed his services. Returning to Ohio, in October of 1886, with his family, he, on the first of November, took the position of superintendent of motive power for the Cincinnati, Hamilton and Dayton, at Lima, Ohio. He served in this capacity until his resignation on February 1, 1905, after having been with the company a little over eighteen years. The road has since lost its identity, being merged with the Baltimore and Ohio system. The Hoosac-Tunnel and the Fitchburg roads, a few years after his leaving, were absorbed by the great Boston and Maine system.

While yet connected with the Cincinnati, Hamilton and Dayton, a grouping system was formed with the Flint and Pere Marquette railroad on the north, and the Chicago, Cincinnati and Louisville railroad in Indiana, to be known as the "Great Central system." The supervision of the shops of the latter system, at Peru, Ind., was intrusted in the keeping of Mr. Cory with full authority. The great system, however, collapsed after having been in existence only eighteen months, and the old roads went back to their original identities. Then followed the acquisition of the Cincinnati, Hamilton and Dayton railroad company by the Erie railroad company; but owing to financial entanglements the Erie people abandoned it, and then came the conservative Baltimore and Ohio railroad system to acquire it.

The new change in the management required the turning in of resignations of the old officials. Mr. Cory had foreseen, for sometime, that his turn to relinquish his position would have to come when the man of their choice assumed his office, hence he was presumed to follow the same precedent. Below is the duplicate of his original letter of resignation, which he sent by mail to the office of the general superintendent at Cincinnati, Ohio:

THE CINCINNATI, HAMILTON AND
DAYTON RAILWAY COMPANY.

Office of Superintendent of Motive Power.

Lima, Ohio, Jan. 25th, 1905.
(Personal.)Mr. J. A. Gordon, Gen. Sup't.,
Cincinnati, Ohio.

Dear Sir: After considering the matter for several months since the new administration came into power, I believe it would be better for me to leave the service of this Company in the very near future, rather than to defer it. There are several reasons why this should be. If new shop propositions (at Lima) are coming up, the party, or man in charge of the Mechanical Department, who will be here after the shops are built, should have some voice in the plans and arrangements of the shop building, *etc.*

As you well know, some three years since I had the matter taken up with President Woodford in regard to my leaving the service, and it has been my intention since the new administration came in to make some date, at no distant time, and get out. I think this is due to myself as well as to the Company, I, therefore, tender you my resignation to take effect on February 1st next, or as soon thereafter as it is convenient for you to relieve me.

With regards, I am,
Yours Truly,
C. H. Cory (Signed)
Sup't. Motive Power.

When Mr. Cory took charge of the rolling stock of the Cincinnati, Hamilton and Dayton railroad, the locomotives were wood burners, built in Paterson, N. J., where he learned his trade years before. The panels under the cab-windows of the engines, carried the names of the railroad officials and the towns; they were replaced with numbers by Mr. Cory. Gradually these wood burners gave way to coal burners, a few being relegated to the scrap pile when new ones were built. Under him one locomotive was built at the Lima shops in 1887 for freight service, known as No. 54, and another, No. 111, was built about two years later for passenger service. After that no more locomotives were built in Lima, as the traffic had become heavier and the car shops were used for repair work only.

During his eighteen years as superintendent he saw the railroad company grow by leaps and bounds. Monster locomotives, built either at Dunkirk, N. J., or at Schenectady, N. Y., came into use. In comparison with them the old locomotives, which were used when Mr. Cory assumed charge, were "little fellows," which gradually were either put to use for switching work or consigned to the scrap heap. Upon his retirement in his sixty-sixth year, from rail-

road work the company, though in sound condition, was soon financially embarrassed, and eventually found itself under the control of the great Baltimore and Ohio system.

A careful scrutiny of the record of Mr. Cory's railroad career shows that he constantly won promotions. It was because he was thoroughly efficient in his work and ambitious to do his best. His reputation for keeping the Cincinnati, Hamilton and Dayton railroad in trim condition attests to his skill as a railroad mechanical officer. Not only did he know how to select materials for motive power, but also to employ lieutenants to assist him in every detail. This was the secret of his success in maintaining a high standard of train service and in keeping up with the times.

Upon retiring from railroading Mr. Cory not only devoted himself to the interests of various enterprises in Lima, but also took an active part in the civic affairs of the town, with the result that he became prominent among its leading citizens. When he was at the peak of his business career, he was president and one of the founders of the Metropolitan bank, president of the Lima Home and Savings Association, a director of the Lima Telephone and Telegraph Company, a director of the Crystal Ice and Coal Company, and a director in several other business concerns. He was one of the original trustees of the Lima municipal hospital, and also served for several years as a trustee of Woodlawn cemetery.

Because of his advanced age his persistence in working in harness proved fatal to him. While attending a meeting of the directors of the Metropolitan bank, on the evening of October 30, 1928, all of a sudden he collapsed, and was immediately removed to his home. Then he lapsed into unconsciousness, and his condition grew worse and worse until merciful death, at eight minutes to five o'clock in the afternoon of November 3, relieved him of suffering. The attending physicians attributed his death to uremic poisoning.

In compliance with a wish expressed to his family, it was quietly made known that the funeral was to be strictly private, much to the disappointment of his many friends and old acquaintances who expressed a desire to attend. Offers of friends to act as pallbearers, however, were accepted. Notwithstanding the awkward predicament which the family experienced, tributes of friends were not to be refused. They sent flowers which almost filled the whole room in which his body was laid. The many spontaneous and genuine tributes touched his family very much.

It is the belief of the family that had he taken the precaution to remain at home on the evening of the bank meeting, on account of

the weather, which was a bit too chilly for his constitution weakened by age, he might have lived to observe the eighty-ninth anniversary of his birthday on the coming twenty-sixth of December.

In his sleep that knows no waking, he looked natural, his features being clear, and showed evidence of few wrinkles. In fact, he was sometimes taken for a man of seventy years. At one time, not long before his death, two lady friends remarked to him how young he was looking, and playfully inquired, much to his embarrassment, what cosmetics he used to keep himself looking so youthful.

In his railroad career of forty-five years he seemed to bear a charmed life, as he never was caught in a wreck. No matter how frequently he went on railroad business, collisions, or derailling accidents always were either ahead of or behind him, but never once did one happen while he was riding on a train. On several occasions accidents took place ahead of him while he was traveling. On reaching the scene he would be the first to get off the train to see how bad the wreck was, and then to give orders on his own authority. He would order the train on which he came to be sidetracked, and send the detached engine to the nearest telegraph office to wire for the wrecking crew. While waiting for them, he would have the train men clear away the debris in order to minimize delay. On the arrival of the wreckers he would take it upon himself to issue orders. Passengers who stepped down from the sidetracked train to watch the clearing of the debris would soon notice the man in command of the situation, take him for some one high up in authority in connection with the road, and show him respect when they learned who he was.

Some of the notable side lights of his life may not be amiss here: One morning in the nineties Mr. Cory and his chief clerk saved two women from being run down by a passing train. They had occasion to board a south-bound train at the Lima station for the Cincinnati headquarters on business. The "paper" train that left Cincinnati on the 4 A.M. schedule, to carry north the *Cincinnati Enquirer* and the *Cincinnati Commercial-Gazette* for distribution along the line, was about two hours late in reaching Lima. The south-bound train was sidetracked in the yard above the station waiting for the late train. The women had turned in from a street at some distance above, to walk down the tracks toward the station. The "paper" train had by that time left the station and was coming on. Realizing their peril, the women lost their heads, not knowing what to do. But luckily, back of them were coming Mr. Cory and his clerk toward the station, and noticing the women's predicament they, at one

sweep took them off the track and held them in their arms, side by side, in the pathway between tracks, while the late train was flying past with gaining speed, to make up for lost time.

In May of 1895 the yard switchmen had decided to go out on a strike, because of receiving an ambiguous reply from the officials with whom they had been in discussion. Upon learning of the threatened strike Mr. Cory went down to the men from his office saying, "Boys, you go back to your work. I know you will get your demand, though I have no authority to say it." They returned to work, for they knew his word was as good as a bond, and the strike was averted. It may be said of him that during his connection with railroad matters for forty-five years no strike ever occurred on one of his roads. He knew men and treated them right.

A few years after Mr. Cory's retirement from railroad work something unexpected was thrust upon him, which astonished his family. There had been some earnest talk going on for the nomination of a good, upright citizen for the office of mayor at the spring election. Several names were mentioned. To the surprise of all, the *Lima Gazette*, a leading organ of the Republican party, came out in a strong editorial for Charles H. Cory, lauding him for his honesty, good judgment and business-like acts. After thinking the matter over Mr. Cory sent a letter to the editor, thanking him for the intended honor, but declining to be considered as a candidate, as he had never in all his life been a public office man.

While enjoying the sunny Florida climate at Miami, in March of 1913, Mr. Cory and his wife were startled by seeing glaring headlines printed on the front page of a local daily on the morning of the twenty-sixth, announcing the disastrous effect on the city of Dayton, in Ohio, by a great flood the day before. They were stunned by the terrible news because their oldest son was living there. Being uneasy about his safety they cut their stay short, cancelled their hotel reservations, and boarded the first North-bound train for Ohio. On reaching Cincinnati they learned that, by military rule established in Dayton, no travelers could enter the city without permits from a high authority. Fortunately for them, the general manager of the Baltimore and Ohio division, with office in Cincinnati, was instrumental in obtaining a special permit for them from the mayor of Cincinnati. Thus armed with the mayor's letter they entered Dayton by way of Washington C. H. and Xenia, south-west of Columbus, as all railroads between Cincinnati and Dayton were impassable due to washouts caused by the inundation. They were relieved to find their son and his wife alive and safe, their place of abode being above

the flood danger line.

Together with their son, they visited the flooded area, saw strewn here, there and everywhere dead animals, wrecked automobiles, overturned street cars, and residences out of proportion and displaced. At four different places several stores and dwelling houses in groups were burned to the water line, as no fire protection was possible. Two down town store buildings collapsed, due to the undermining of the rushing waters. Every plate glass in the business section was shattered, and the merchandise, show cases and counters were swept out and carried away, leaving in the stores from two to four feet of mud. Fine residences and humble homes were rendered uninhabitable for a time. By an actual count in print, no less than fifteen thousand and five hundred pianos were ruined and dumped out as scrap. A little over fourteen hundred dead horses, and over two thousand other animals were gathered and hauled to the fertilizing plants. It was most miraculous that the flood came in the day time, instead of during the night, for sixty thousand lives, instead of one hundred and ninety, might have swept into eternity.

Charles Henry's wife, the mother of his five children, was born in Fairport, N. Y., on June 7, 1842, and died in Lima on June 3, 1918, lacking a few days to complete her seventy-sixth year. Although she was a sufferer from ill health for many years, she lived to enjoy the proud maternal satisfaction of seeing all of her children grow up to be happy, active and useful in life. She actually made a slave of herself for her family. Being of Dutch-German extraction, the drudgery of housework had no terrors for her. The modern conveniences, which the housewives



of today use, were unknown in her days. Bending over the washtub to keep her children's clothes clean and neat was a labor of love with her. By the time she was passing through the prime of her life, new labor-saving devices for housekeeping began to come into use. Though they came too late for her, she rejoiced that her married

children had the benefit of them.

She met her future husband for the first time while her mother was keeping a respectable boarding house in Cairo, which was patronized by railroad men of good standing. The mother was a fine cook, and served such excellent meals that her reputation drew Charles Henry to her board. And it was not very long until he saw that his landlady had two good assistants in the kitchen who were her own daughters. As the older one looked good and sensible to him in every respect, he began to cultivate her acquaintance. How the mystery of love came to them, and how their troth was plighted must remain a closed book, for there is now no one living who can "tell the tale." Suffice it to say, as their acquaintance deepened, they found themselves being drawn closer and closer to each other until, at length, they could not think of contiuing to live without each other's companionship. And as both had no love of ostentation and parade, they agreed upon a home wedding on Saint Patrick's Day in 1869, with the Presbyterian nuptial ceremony, in the presence of intimate friends. After the majestic vows of marriage and the greetings of congratulations and good wishes were over, a fine wedding feast followed amid much joy and hilarity. Thus did the happy couple embark upon the sea of matrimony "for better or for worse." Shortly after her husband became a member the of Cairo Masonic lodge she joined the Daughters of Eastern Star order in that city.

Her father, who was born in New Rhinebeck, in the county of Schoharie, N. Y., September 16, 1814, and died in Fort Smith, Ark., September 20, 1895, was a remarkably intelligent and well-informed man. He was, at one time, school commissioner in Jackson, Mich., before he went to Wyoming to help build the transcontinental railroad to open up the way to the Pacific coast.

The original name of his people was "Yunk," or "Joung." They were of pure German extraction. The first immigrant of the family, who came to America about 1710, was Johan Natthaus¹ Jung. He was one of the three thousand emigrants brought over from Rhineland in Germany at the expense of the British Crown. On account of sickness contracted while on shipboard he was quarantined for a time at Governor's Island in New York bay. On being released in the winter time he, with some of his relatives and others, walked up to Ulster County, New York, with their meager belongings, and settled in Katsbaan. Of his five children, his son:

Johannes² Jung was born there on January 24, 1728, and took for his wife, on October 4, 1754, Annaatje Diederich, a daughter of Johannes Diederich and Annaatje DeWitt. He moved with his

family across the Hudson river, to Rhinebeck in Dutchess County some time between 1767 and 1775, and continued to live there till 1790, when he moved to New Rhinebeck in Schoharie County, N. Y. He died there on July 29, 1800. His name was spelled "Yunk," but gradually it became "Young" when used by his eight children. One of them was:

Gideon³ Young, who came up with his wife Elizabeth Proper and settled on a tract of land which his father owned, and which he sold a year later after the death of his father. He married his wife in Katsbaan on September 30, 1788, and at his death on November 24, 1816, he was the father of thirteen children, one of whom being Rufus Rennington⁴ Young, the father of Mary Louise Cory.

Jane Vosburgh, the mother of Mary Louise Cory, was a lineal descendant of Abraham Pietersen¹ Vosburgh, who was among the first settlers in the colony of Rensselaerswyck, a little below on the Hudson, opposite Albany, N. Y., as early as August of 1649. He was a carpenter by trade, and built by contract the first several bridges at Beverwyck. He sold his homestead in 1657 and moved to Esopus (Kingston). He lost his life, under the age of forty years, the following year through an unprovoked night attack on the part of drunken hostile Indians. His wife was Geertruy Pieters Coeymans who continued to use the name of Vosburgh, though she had been married again, about 1669, to Aelbert Andriessen Bratt, but within two years she sued for divorce. After 1681, she was a resident of Kinderhook, N. Y., where she died before 1690. She was the mother of Pieter, Marietje, Isaac, Abraham and:

Jacob² Vosburgh, the second child, who was born about 1654. He married Dorethea Janse Van Alstyne, daughter of John Martensen de Wever and Derckien Hermanse. He was one of the original grantees of land on the Kinderhook patent. Later, when Livingston Manor, N. Y., was settled, he moved there. He and his wife were registered as members of the Linlithgo church, at the time of its organization. He was one of the three elders of the church until his death when, on October 15, 1732, Coenrat Ham was installed as elder in his place. He was the father of Abraham, Jan, Pieter, Isaac, Dirk, Geertruy, Marytje, Tryntje, Jacob and:

Marten³ Vosburgh, who was baptized in Albany, N. Y., on January 31, 1697. He married Eytje, daughter of Pieter Matense Van Buren and Ariaatje Barentse, who became the mother of his children, one of whom was:

Jacob⁴ Vosburgh, baptized at Kinderhook, N. Y., January 31, 1720. He had by his wife Jannetje Van Valkenburgh, several children, the known one being:

Isaac⁵ Vosburgh, who was born in Kinderhook, N. Y., February 6, 1751. A marriage license was granted on November 28, 1771, for his marriage on December 22, 1771, to Nancy (Annatje) Dickenson, daughter of Walter Dickenson and Wintje Brower. They

had William, Isaac, Catharina, Jannetje, Johannis, Rachel and:

Jacob⁶ Vosburgh, who was baptized in Kinderhook, N. Y., October 19, 1788. His wife was Mary Kennedy, whom he married at Perth Centre, N. Y., May 9, 1806. They settled in Penfield, Monroe County, N. Y., after 1815, and increased their family. He died when his youngest child was a year old, and his wife died at the birth of the child. His children, scattered by being adopted, were: Jacob, James K., Isaac, Nancy and:

Jane⁷ Vosburgh, who was born in Penfield, Monroe County, N. Y., on June 10, 1818, and died in Fort Smith, Ark., on May 1, 1896, about seven months after the death of her husband. Adopted by her mother's sister, she had her home with her until a few years before her marriage to Rufus Rennington Young, at Fairport, N. Y., in 1836.

The names of the children of Charles H. Cory and his wife are:

Charles Henry, Jr., born in Cairo, Ill., February 2, 1870; is living; married Elizabeth Ann, daughter of John Kibler Stouffer and Mary Ann Brown, at Lima, Ohio, September 12, 1891; no children.

Lewis Harry, born in Champaign, Ill., November 16, 1872; died in Los Angeles, Calif., June 24, 1912; wife, Marie Gertrude Munc; had no children.

Frederick Rufus, born in Champaign, Ill., October 30, 1874; is unmarried.

Caroline May, wife of Michael Calvin Purtscher.—See page 215.

James Mulford; wife, Elizabeth Maxine Hanson.—See page 220.

Authorities consulted: "History of Northwest Ohio," by Nevin O. Winter, Litt. D.; "Biographical Directory of the Railway Officials of America," by E. H. Talbott and H. R. Hobart; "Worked as a Mechanic Before Civil War," by a writer in the *Illinois Central (R. R.) Magazine*, of April, 1905; Cap't. James Cory's "Diary Books"; the unpublished Vosburgh records of Royden Woodward Vosburgh; "Chart of Young Descent Lines," by Charles Randall Shaw; research work by a New York genealogist; personal correspondence; and family reminiscences.

CAROLINE MAY⁹ CORY, the fourth child in her father's family, was born on April 23, 1876. As she was the first girl baby in her home it can easily be imagined with what joy and excitement her birth was welcomed. Naturally enough, as she grew up, her welfare was watched with tender care, and it was with no little interest noticed how she was taking on, more and more, a look like her father in features.

Caroline's birthplace was Carmi, Illinois, but the major part of her life was spent in Lima, Ohio, whither her father's official position with the Cincinnati, Hamilton and Dayton railroad took him with his family from New York, in October of 1886.

After Caroline passed through the public school of Lima a romance came into her life, which before long moved to a climax when she took the solemn vows of marriage with Michael Calvin Purtscher, a native of the town, who was born on December 17, 1873. The ceremony took place on June 5, 1901, being similar to that of her own mother and father in character—a simple home wedding, without show or ostentation.

And the union turned out to be congenial and happy, remaining unbroken for thirty-one years, when Michael unexpectedly went out into the mysterious adventure of the Hereafter, at six o'clock in the morning of Good Friday, April 14, 1932. He had been suffering with a digestive ailment for sometime, but it was not considered serious until two days before his passing away; it was caused from the effects of dropsy upon his heart, and took place in a hospital at Saint Petersburg, Florida, in which city he and his wife were spending their eighth winter as tourists.

As may well be imagined, Michael's death was a shock to a wide circle of friends in his old home town, where he was popular because of his geniality and friendliness. His remains were taken to Lima by his widow and his daughter Josephine, accompanied by his close kindred by marriage, to be laid to rest in his family lot in Woodlawn cemetery.

For many years, Michael held a position as an assistant cashier in the Metropolitan bank, a private concern in Lima. During his long

connection with the bank he never missed a day on account of illness, or took a day off for himself. In 1925 he resigned his position and retired from business in order to devote his time to home and social activities, culture, travel and outdoor life, golfing in particular.

The only offspring of Michael and Caroline, Josephine, called "Jo" for short by her relatives and intimate friends, was born in Lima, on March 9, 1902. Upon receiving, in June of 1920, a diploma from the high school of her home town, she felt an inner urge to seek the blessings and advantages of a higher education. The way to their achievement being open to her, she chose to matriculate at Mount Holyoke College, from which she was graduated in June of 1924, with the academic degree of bachelor of arts—B. A.

Then, four years later, Josephine, finding herself craving for a broader outlook upon life, and for the deeper satisfactions of higher learning, took up the required time and work at the New York University, and in October of 1929 she won the rights and honors of a Master of Arts degree, in course.

What wonder that, after breathing the atmosphere of college life and its associations for so long, she came into new interests, which bred in her a love for the life and culture of the East, and a longing to be in easy access to frequent intercourse with her intimate college friends in New England and New York? And it is hardly to be surprised that the full sympathies of her father and mother went with her.

So, the result was that, in the spring of 1930, Michael and Caroline obviously moved to Portland, Conn., about fifteen miles south of Hartford, on the Connecticut river. They bought an old Colonial house, built on the Strong homestead in 1741, but considerable changes that were made had turned it into a modern and comfortable home some years prior to their coming into possession of it. Before undergoing alterations, its owner had the house raised for needed repairs to the foundation, and in so doing a hearthstone of the fireplace in the reception room dropped into the basement. It was the stone-slab of a sombre gray color, twenty-four by fifty-eight inches, bearing an inscription which reads: "Mrs. Sarah Strong, the amiable Consort of the Rev. Cyprian Strong, who sud(d)enly departed this Life, Sept. 24th, *A. D.*, 1785." It had been laid reversed, serving as a floor stone of the fireside for many years, without the knowledge of the occupants of the house that the other side of the slab had the epitaph.

The house was built for a rectory, and the reverend gentleman and his wife were the second people to occupy it; across the street

was where stood the old Congregational church, which had been torn down long since. As there had once been a small burying ground in the rear of the premises, it is the surmise that the stone slab, being a tablet to mark the resting place of the wife of the minister, was picked up and brought in to be set reversed, at the foot of the open recess of the room, which is on the right hand of the house, facing south.

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Beside the fireplace of the reception room, there are two other recesses made in the walls of the wide stone-constructed chimney, which also serve as fireplaces for two other rooms—the living room on the front and the dining room on the left. In the fireplace of the living room, which is the largest of the three, were retained the hangings, the chains, the andirons and the other cast iron utensils which were in use in the days of the long ago.

Michael's father Christian Purtscher was born at Sufers, in the section known as Graubunden, in the canton of Grisoms, Switzerland, September 28, 1827. At the age of fourteen he went to Italy, and eventually located in Milan, where he worked in a fruit store or a confectionary. Returning to Switzerland, he married Barbara Meuli (or Meily) on March 31, 1856. Together they sailed to the United States and located in Peoria, Illinois, operating an "eating house," as they called it, but later they converted it into a fruit store. While there two sons were born to them, Lucius, on December 1, 1856, and Anton, on December 24, 1858. In 1860 Christian and his brother Anton went into business as dealers in fruits, under the name of "Purtscher Brothers." At the birth of the third child—a daughter—on August 10, 1861, his wife died, and the infant daughter followed her four days later. Because of this misfortune, Christian sold his interest in the store to his other brother Thomas. Apparently these two brothers had located in Peoria long before Christian went there.

Taking with him his two little sons, Christian returned to his old Swiss town for a visit. On returning to America with his sons, he brought with him also his deceased wife's niece Magdalena Muhleg and the niece's sister Nina, and went to St. Louis, Mo., where he went into partnership with Adam Haessel as "soap manufacturers," at 832 and 834 Broadway. Unfortunately for him, his partner not being square, this venture cost him two hundred dollars, all the money he had left since coming back to this country. He went to work in the retail confectionary of "Philip Cantieny and Brother," at No. 231 Broadway, whom he had known in Switzerland when they were boys.

While there, on February 10, 1863, a double wedding took place, Christian marrying Magdalena Muhleg, and her sister Nina becoming the bride of Nicholas Cantieny, a member of the firm. Christian was then taken into the business apparently as a silent partner.

After the birth of a daughter—Anna, on March 3, 1865, to his second wife, Christian and Mr. Cantieny moved to Lima, about 1866, where they started in the candy business as partners. They carried on the business until Mr. Cantieny died, and the latter's brother Easias was taken in to succeed him. Their business prospered, and eventually the old store gave way to a new Purtscher-Cantieny business block, built at the northeast corner of Main and High streets.

Christian Purtscher died suddenly of dropsy of the heart, on August 6, 1895, and his second wife followed him on October 23, 1912. She was born on July 20, 1841, in the same Switzerland town, as was her husband, and became the mother of Nina Elizabeth, born January 12, 1867; Christian, junior, July 26, 1870; Michael Calvin, December 17, 1873; Magdalena, January 14, 1876; Joseph, April 17, 1877, and Thomas, October 11, 1881. Two children Magdalena and Thomas died when small. At her death in 1912, her deceased husband's half interest in his business block, as indicated by his will of May 29, 1894, went to her own children, except the oldest, her survivors. Her grandson Christian Purtscher Morris, son of her oldest deceased daughter, was also remembered in the will.

A civil servant in Sufers, Graubunden, Switzerland, copied their family pedigree from the old registers of the church there. The name is written on record, *Putscher*, with the omission of the letter "r," and all the descendants of the family there write their name that way, Christian's own name and that of his brother Anton and Thomas are spelled on the register *Putscher*. It is said the progenitor, and probably the immediate relatives, were originally Tyrolese in Italy, when they emigrated in a body to the northern part of Switzerland in the seventeenth century.

The birthdate of Christian's brother Anton in Sufers was April 1, 1831, and that of his other brother Thomas, March 9, 1834. They had a brother Samuel, whose birthdate was March 13, 1837, but he died the following year, April 27, 1838. Their father was Anton Putscher, born March 14, 1775, and died March 31, 1848, and their mother Elsbeth Dettli, born November 19, 1795; died March 17, 1861. Their grandparents, on their father's side, were Joseph Putscher, born November 20, 1737, and died November 5, 1802, and Elsbeth Juon, whose date of birth and of death are not recorded, and

the grandparents, on the mother's side, were Christian Dettli, born March 3, 1773, and died April 21, 1845, and Barble Lorez, died February 19, 1851, at the age of seventy-five years and seven months. Their great grandparents were Jacob Putscher and Magdalena Zinski.

Christian's wife's sister Nina was born on November 4, 1842, under the Christened name Catharina. They had a baby brother Casper, who was born on June 7, 1845, but lived only till January 27, 1846. Their father was Michael Muhlegg—born in December of 1813, and died April 8, 1852, and their mother Anna Meuli, from Andeer—born April 16, 1816, and died November 18, 1845. They were married in Andeer, Switzerland, April 21, 1839. Their grandparents, on father's side, were Casper Muhlegg—born January 27, 1780, and died July 22, 1839, and Catharina Dettli—born July 10, 1776, and died November 29, 1843, and on the mother's side, Peter Meuli, of Andeer, who died March 6, 1834, and Magdalena Lehner—born December 17, 1788, and died May 16, 1864.

Authorities consulted: Family records; personal investigations; and a Swiss genealogist's research work in Switzerland.

JAMES MULFORD⁹ CORY, the youngest of his father's family, made his entrance upon the stage of life in Marshalltown, Iowa, on December 13, 1879, while his father was residing there. For his name he is indebted to his oldest brother. One winter morning soon after his birth, his mother asked his brother Charles what name he would like for his new brother. Thinking of his uncle James, Charles, on the spur of the moment, blurted out "Jim," and it was at once adopted, and his middle name later was agreed upon.

James began his formal education in the public school of Lima, Ohio, where his father's home was then in that city. It is not remarkable that with a good mind and an ambition for study, his progress was steady. It was while he was a student in the high school that he found himself. With a scientific turn of mind the study of chemistry appealed to him, and he became so interested and so successful in this subject that, upon graduation, he entered the University of Michigan at Ann Arbor, Mich., and took an advanced course in chemistry.

Upon returning home he was given a position in the plant of the Solar Refining company of Lima on January 30, 1899, as a chemist. After working in the company's laboratory until September 30, 1904, he was promoted to the head of the acid department. Approximately ten years later, his duties were extended to include supervision of the gas absorption plant and the refined oil treating stills in addition to his work in the acid branch. About five years later he was relieved of these duties and given entire charge of the general plant process problems, requiring a thorough acquaintance with all the factors involved in the various departments. In this position he remained until 1926 when he became general superintendent of the refinery, and in the following January he was invited to sit on its board of directors.

When the deal was quietly consummated in October of 1931, for the merging of his company into the family of the Standard Oil company, as a unit under the new name of Lima Sohio Refining company, James agreed to remain and assume full charge of the plant. While this office was considerable of an undertaking, he felt that it

would give him enough opportunity for obtaining some variety and pleasure out of life as he went along. However, after everything was all settled, it occurred to the company that it would be to its advantage to enlarge James' responsibilities by making him supervisor of both the Cleveland and Toledo fields, in addition to keeping things moving in Lima. Surprised, and realizing that the extra work would take up his entire time day and night, allowing him but little leisure for his home and social duties, he informed the management frankly that he could not entertain the idea, and, therefore, wished to tender his resignation, to take effect at once. The manager at first simply would not listen to his leaving the company, but consented, after exacting a promise from him to rejoin the company's force at any time after he had had a vacation. And to show him the company's appreciation and good will, he was placed on the pension list, notwithstanding his age was such as not to entitle him to it.

For those who are not familiar with him, it is desirable to say that it would not be too presumptuous to emphasize the commendable characteristic he possesses of going along, doing the hard work, and letting someone else take the credit. He is an unusually capable man in his line but he has always been too modest to capitalize it,—a virtue which is a rare one in these days.

James married at Lima, Ohio, August 15, 1900, Elizabeth Maxine, daughter of George Hollis Hanson and Mary Lipsett, one of the old and prominent families of the town. His wife was born in that town September 8, 1881. Her father, also a native of the town, was born on December 15, 1854, and died there, December 21, 1923; her grandfather was Samuel Hanson, and her grandmother, Phoebe Copeland. Her mother was born in LaFayette, Ohio, January 24, 1859, and died in Lima, Ohio, April 10, 1925; her maternal grandfather William S. Lipsett, born in Lima, Ohio, June 15, 1835; died there December 17, 1895; her maternal grandmother Elizabeth Long, whose maiden name was Elizabeth Esther Saynor, was born in Holmes county, Penna., March 9, 1838, and died in Lima, Ohio, October 15, 1931; her great-grandfather was John L. Long.

The father of James' wife was then a boy, under eleven years of age when he was taken into the family of David Shaw, whom he had always called "Grandpa Shaw," owing to the unfortunate separation of his parents by a decree of the court in 1865. He grew up to manhood in that family. His older sister and younger brother went to live with their mother in Ottawa township. When he attained his majority he took to railroading, and eventually become a locomotive engineer for the old Lake Erie and Western railroad, which is now a

part of the Nickel Plate system. Because of his age he was retired from railroad work, and lived with his family until death beckoned to him in 1923. He died in blessed ignorance of the fact that his forebears were men of distinction in old Maryland and in Sweden. The disclosure was made known to his grandchildren in later times. His first lineal ancestor in America was:

Randolph¹ Hanson, who was born in Sweden, being a second son of a certain Colonel Hanson. At the time of the colonel's death, he and his brothers Andrew, William and John were taken under the immediate protection of a Swedish royal family. Their grandfather was John Hanson, of London, England, who, while making a summer tour in Sweden, fell in love with and married a Swedish lady, who was closely connected, in friendship at least, with the Swedish royal family. He and his wife died young, leaving an unnamed son who was reared in familiar intimacy with the son of the Swedish King, Gustavus Adolphus, who was then a youth of about the same age. At a suitable time he entered the army; served with credit; rose to the rank of colonel; became a trusted officer, being always retained while in action near the royal person. While defending and attempting to shield his King, he fell slain in battle with Gustavus Adolphus, at Lutzen, on November 18, 1632. For his bravery and faithfulness the children of the slain colonel were authorized to bear a coat of arms, which was preserved by his eldest son and has been retained by his descendants to the present day. It was appropriate for a Christian soldier, as the cause for which he died, was for religious freedom.

The colonel's bereaved sons, in August of 1642, were placed, by the Swedish Queen Christiana in the special care of Lieutenant Colonel John Printz, who was then appointed governor of New Sweden in America, and with whom they went to the Delaware river. They remained there, on Tinicum Island, New Sweden, until the year 1653, when they moved to Kent Island. Their line of descent can be traced to Roger de Rastrick, who was seated at Rastrick, in the parish of Halifax, York county, England, in the year 1251. It was the younger John de Rastrick who, in the year 1330, assumed the surname of *Hanson*. It was customary in the old days for the oldest son in a family to retain the hereditary name, and for his younger brothers to seek any surnames they desired to adopt. Of this illustrious line of descent the Maryland and Ohio Hansons can well feel proud.

Randolph, or Randall, as he called himself, was known among his comrades as Randle for short. He did not tarry long on Kent Island as he was by nature a bold, enterprising, ambitious and restless man. He went to the seat of government in St. Mary's county, Maryland, to carve out his fortune. That he was a man of marked distinction, and that he was regarded as a "gentleman of condition," is sufficiently attested by the fact that his unnamed daughter was the first love and wife of Thomas Hatton, gentleman, who belonged to one of the proudest families of England, he being a grandnephew of

Sir Christopher Hatton, Lord High Chancellor of England, and the famous courtier who bewitched the Court of Queen Elizabeth with the exquisite grace of his manners.

Being of so restless and aspiring a disposition, Randolph "cared for none of these things," though he did not forget that his mother was a Swede, and that his father was a gallant soldier and a loyal subject of Gustavus Adolphus. He and his family disappeared from the county long after 1680, as indicated by their moving to a farm near Fort Washington, Maryland, on the Piscataway river, a few miles below Washington, D. C.,—originally in St. Mary's county, then in Charles county, but now mostly in Prince George county, which adjoins that of Anne Arundel. He received land by various patents, made in 1662, 1663 and 1667, in return for transporting immigrants to America in his ships over the seas. In the year 1663 he received a land patent for three hundred and six acres.

He died before May 14, 1699. In his will, dated September 28, 1696, he bequeathed to his wife Barbara the "plantation I now live on, called St. John's," in Charles county, Md., for her use during her life. He mentions no sons, but a daughter Barbara who, it is believed, was married to William Thompson and had a son Thomas. This lends color to the assumption that he sold off his real estate in St. Mary's county, giving the proceeds of the sale to his sons before his death. His widow Barbara is mentioned in testamentary proceedings as executrix, on December 21, 1700, when she was ordered to bring in an account at the time when their homestead was in Charles county.

In Zachary Wade's will, dated March 5, 1677, mention is made of "my beloved brother-in-law, Randall Hinson," which seems to imply that Barbara's maiden name was Wade. In case of the death of his three children before they became of age, the estate was to be "divided among the sons of my beloved brother-in-law Randall Hinson, and William Hatton's sons." Provision was made for "Mary Hinson," who was a kin of Randall, as he had no daughter by that name in his family.

In the will of Thomas Hatton of St. Mary's county, made on January 27, 1675, mention is made of Randall as his father-in-law, and of Barbara as his sister-in-law. As Barbara is given the personal goods belonging to his first wife, as stated before, the inference was made that his first wife was a daughter of Randall. Among the children of Randall the will mentions Richard, Timothy, Barbara, Eliza and:

Thomas² Hanson, of Anne Arundel county, who was his second son, born about 1660. He was a married man but the name of his wife is not found. He was named executor of the will of John Ray, of St. Mary's county, dated April 22, 1692, to settle up his estate. He married for the second time in 1695, Sarah, the widow of John Ray, as proved by his own will eleven years later in Baltimore county. In 1701 he was a man of affairs, as indicated by his making two contracts with ship masters for the safe transportation to Europe of his tobacco, packed in hogsheads. From 1701 to 1704, he ac-

cumulated land possessions by purchase. He acquired from James Phillips a hundred acres of land, called "Rumney creek," which was also called "Pocoson," and also a tract of a hundred acres, called "Phillip(')s Swamp, it being in the Manor of Baltimore." He secured by purchase, "Coven Garden," it being twenty-nine acres of improved land and other unimproved acres. He died at St. George, Baltimore county, Md., before October 3, 1714, as shown by his will of October 29, 1713; he left bequests to his daughter Sybill Weatherly, born August 5, 1693, and his sons Thomas, born January 17, 1699, and Jacob, born August 21, 1702, and mentions his wife Sarah and her father John Ray. He gave forty acres, out of a thousand-acre tract, called "Common Garden," on the east side of the Bush river, to his oldest son by his first wife:

Benjamin³ Hanson, who was born in St. Margaret's Parish, Anne Arundel county, Md., September 11, 1690. He married, about 1717, Sarah, daughter of William Hollis. The identity of his wife and of himself is revealed in the inventory of the estate of Clark Hollis, who died in 1720, by his appointment by the court as one of Clark's brothers-in-law, to act on the appraisement. The other brother-in-law was William Osborn who was the husband of Clark Hollis' sister Avarilla. They filed their report on the estate at the Baltimore county court on June 7, 1721. From this union the Christian name Hollis is recurrent in the subsequent families for several generations.

A certificate was issued to Benjamin on August 22, 1722, pursuant to a special warrant made on July 19, 1722, for one hundred acres of land at the place called "Hanson's Begrudged Neck," lying on the south side of the Bush river, "to be holden of the Manor of Baltimore."

His mother had remarried, as on March 3, 1719, he sold to Roger Williams, of Baltimore, for three thousand pounds of tobacco, "the right of dower due to Sarah Cockey, relict of Thomas Hanson," being forty acres out of the "Common Garden." She was probably the wife of the man Joshua Cockey who died on December 1, 1720. By her will, dated August 8, 1720, she bequeathed to her "granddaughter Sarah Hanson, Spinster, 159 acres at the upper part of Jerusalem on (the) North side of (the) Falls of Gunpowder River." If Sarah Hanson ever married and had no issue, it was then to pass to Sarah (Hanson) Cockey's "well-beloved grandson John, but if no heir was begotten by him, then to her "well-beloved grandson Benjamin." Her son was to occupy the land in the meanwhile, as the grandchildren were small, and Benjamin, junior, not yet born. It is not understood why the two-year old granddaughter Sarah was called a spinster.

Benjamin died on January 16, 1736, leaving with his wife minor children, Sarah, born March 29, 1718; John, November 14, 1720; Hollis, June 4, 1726, and:

Benjamin⁴ Hanson, who was born either in St. John's or St. George's Parish, Harford county, Md., in an undated month of 1722. His sister Sarah, by marrying John Garretson, became the

mother of Freeborn Garretson who, years later, was one of the leading preachers of the Methodist faith in Maryland. It is quite natural that the members of his family should be supporters of the church as such names of his children Hollis, Samuel and John, are found on the list as trustees of the church, shown in several deeds.

His wife, whose Christian name was Elizabeth, died on March 22, 1775. They were the parents of Hollis, born January 17, 1750; Benjamin, December 25, 1752; Mary, September 13, 1755; John, January 10, 1757; Sarah, November 1, 1760, and:

Samuel⁵ Hanson, who was their third child, born in St. George's Parish, Harford county, Md., May 26, 1753, as interpreted by his age found inscribed on his tombstone, and his date of death recorded in the old family Bible once owned by Greenbury Hanson. He is credited in the St. George's Parish record as having been born with his sister Mary on September 13, 1755. The inaccuracy was probably due to the absence of information for the date of his birth, and the gap was apparently left blank to be filled in, and never was.

When the Revolutionary war broke out, he and his brothers Hollis and John were on the list of Captain Aquilla Hall's soldiers on September 9, 1775, when the entire county of Hartford was divided into districts and military companies formed. As there were several Samuel Hansons who served in the war, it is difficult to discover Samuel's personal identity and, owing to the insufficient time to prosecute the search, we have hesitated to reach a definite decision. By the appearance of the similar name in the records at Washington, we are confident that he was one of those rendering patriotic service for the cause.

Samuel's wife was Mary Trimble whom, it is said, he married in Virginia about 1776, and who became the mother of his children, namely: Elizabeth, born August 7, 1777; Benjamin, October 7, 1779; Sarah, November 17, 1781; Harriet, April 15, 1784; Samuel and Mary (twins), October 27, 1786; and Hollis, January 6, 1789. Their births are not found in the Maryland records, yet it is known that the first of them, if not all, were born in that state. They were then deprived of their mother's care by death either there or in Kentucky.

The 1790 Maryland census enumeration shows no Samuel Hanson with his children. It indicates their absence from the state, when Samuel joined with his brothers John and Hollis on their emigration to the West. They probably took the river routes until they picked up the Ohio river, and went down that river on a raft. They stopped where Bracken county now is on the Kentucky shore and located there. Samuel, it seems, was then a widower with motherless children, and it was probably there he met and married Rebecca Waterman in 1796, and by the union he had John, born May 11, 1797 and James, born November 19, 1799.

It was probably about this time that he quitted Bracken county, and took his family up the Scioto river, locating in Liberty township, Ross county, Ohio. His brothers remained behind in Bracken county. When he first came to Ohio, Ross county, including Pick-

away county, was not then established as a county. The latter was set off from the main county in 1810. The Ross county historian says Samuel went to Pickaway county first in 1796, and became the second pioneer to settle in Deercreek township, but two years later he sold his land to an unnamed brother of his and moved to a better farm in Ross county. In view of the fact that his two sons by his second marriage were born on Kentucky soil, this does not seem to be correct. The others of his children were born on the Ohio side in the following order: Garret, January 24, 1801; Aquilla, May 30, 1803, Harriet, 2nd., May 1, 1805; Amos, April 20, 1807; Eliza, February 10, 1810; Maria, March 6, 1812; Greenbury, February 27, 1814; and Rebecca, September 13, 1816.

After the year 1800 Samuel moved again, this time to Harrison township in the same county, where his oldest son Benjamin had settled two years before. He built a gum-tree cabin a hundred rods north of his son's, and later had the cabin moved across the road to where it stood in 1880.

A log building, erected in 1802, was used for a Methodist church. Samuel, his son Benjamin, together with most of his children, were members of this church. When protracted meetings were held many of the worshippers could not return home because of the lateness of the day, the sun having already set. They then were accommodated for the night by the Hansons in their eighteen-by-twenty foot cabins, which could hold only twenty to twenty-five people.

Samuel received from the Federal government by purchase, land tracts, bearing dates of February 16, 1809, and of March 24, 1812. That of the first date was a part of land termed "the North West quarter of Section number twenty (being a part) of Township number nine of the Lands," sold to him, at Chillicothe, Ohio, as per act of Congress, entitled "Act providing for the sale of the Lands of the United States, in (the) territory northwest of the Ohio (river), and above the mouth of the Kentucky river." It was signed by Thomas Jefferson, as President, and James Madison, as Secretary of State. As indicated by the second date, the land he bought was the southwest quarter of the former, and the warrant was issued by James Madison, as President, and countersigned by James Monroe, as Secretary of State. It seems the land, as a whole, was then divided into fifteen equal parts among his fifteen living children, within two years before his death. He died at the age of "83 years, 8 mo(nth)s, (and) 18 days," on February 14, 1836. About eight months after his passing away his three sons were buying back the land, and Greenbury being the heaviest purchaser, then brought a partition suit against his two brothers, John who owned $\frac{6}{15}$ parts as his share and Amos, $\frac{1}{15}$ his share and two sisters Eliza and Rebecca, who each owned a $\frac{1}{15}$ share, for the reclamation of the land.

Samuel left no will. His widow announced her rightful privilege to handle the administration of his estate, but later applied in court, on March 21, 1836, for the appointment of her son-in-law William Rush to act as administrator in her stead.

Samuel was originally buried in the old "Hanson cemetery," on

his own farm, but later his remains were moved to the family plot in the "Mount Carmel cemetery." The original monument is still standing on the Hanson farm, giving the date of his death and his age.

As it is known that he was a Marylander by nativity, a search was then made. In the family of Benjamin Hanson and his wife Elizabeth the birth of Samuel and of Mary are recorded, indicating that they were twins born on September 13, 1855. Apparently, he was not the Samuel belonging in the family, but as it is the only record found containing the list of births, including Hollis, we are inclined, for logical reasons, to regard that it was he and no other.

The mentioned Hollis Hanson married in St. George's Parish, Harford county, Md., on April 30, 1782, Mary, daughter of Greenbury Dorsey. On moving to Kentucky he had in his family a son whom he named Greenbury, in honor of his father-in-law. The Christian name recurred in the families of his brothers John and Samuel himself when they had sons. What is more to the fact is that Samuel had a pair of twins born to him by his first marriage whom he named Samuel and Mary, the same Christian names that were given to the twins of Benjamin Hanson and his wife Elizabeth in 1755.

Of Samuel's children by his first wife, four are accounted for. Samuel married Catherine Bannon in Mercer county, Ohio, September 29, 1825, and died there March 4, 1843; Hollis' wife was Eliza Simpson, whom he married in Ross county, Ohio, November 6, 1817, and lived in Madison county, Ohio, as late as 1861; and Sarah was the wife of Lewis Graves, married in Ross county, Ohio, in August of 1804, and:

Benjamin⁶ Hanson, who was born "near Baltimore," Maryland, October 7, 1779. According to the Ross county history he is regarded as being the earliest settler of the county. He was then about twenty years old, probably a big, strong man for his age. He became a married man about 1808, by taking for his life companion, a wife whose Christian name was Anna. When the War of 1812 broke out he enlisted on July 28, 1815, as a private to march under the command of Captain James Wallace in the regiment of Colonel John Ferguson, for the relief of Fort Meigs. His brothers Samuel and Hollis also enlisted.

He was the father of six children when he moved with his family to Allen county, Ohio, as he was on the tax list of Bath township in 1831. His presence there is also attested by a quitclaim deed, signed by him and his wife Anna in the office of the justice of the peace of the county, November 25, 1836, conveying to his half brother Greenbury Hanson, in Ross county, "a tract or parcel of land, being the undivided fourteenth part of the West half (of) Section 20—Township (No.) 9—(in the) Range (No.) 20, lying and being in Ross County, and the State of Ohio," given him by his father. His relationship is also strengthened by the filing of four promissory notes against his estate by claimants of Ross county, shortly after his death in 1850.

Being a zealous Methodist in religion, he applied at a quarterly conference of Lima circuit, which was then under the fosterage of

the Mt. Vernon Methodist Episcopal district, in Michigan, for a license to authorize him to act as an "exhorter" in Allen county and thereabouts. It was granted on August 24, 1839, and it appears that his license was "renewed annually."

He married for the second time, on September 13, 1842, Catherine Ward, who was probably a widow. Two days following, with the consent of his bride, he deeded to his son James A. for a thousand dollars, a tract of eighty acres, located in Bath township, as described: "West $\frac{1}{2}$, Northeast $\frac{1}{4}$ of Section 28, Township No. 5., South of Range 7 East."

He died intestate about March 1, 1850, as indicated by a receipted bill of sale for his shroud and other goods needed for his funeral, but by a list found in the old family Bible it is indicated the date of his death was the sixth of the month. His second wife declined the administration of his estate, and his two sons James A. and Hollis were appointed instead on April 3, 1850, to take the inventory. They submitted their statement in court on May 3, 1850. His children by his first wife were Mahala, born about 1810; Hollis, about 1813; James A., about 1815; Sarah Ann, about 1825; Polly (Mary); Elizabeth, who never married, and:

Samuel⁷ Hanson, who was his second child, born in Ross county, Ohio, about 1812, judging by his age of thirty-eight, as enumerated for the census report of 1850. While living in "District No. 6 of (the) Town of Lima," he was made a constable by election before 1850. He owned estates, as shown by various deeds of transfers on record, conveyed to and from him. The date of his last deed of conveyance was made in 1872, but it was not entered on record until 1879, a few years after his death. He was found dead in the late winter of 1873, or in the early spring of 1874, in a small house where he had lived alone, the place being where the present Baltimore and Ohio railroad station now stands. He was buried in a grave near the plot of his brother James A. in the cemetery, known as the "Old Cemetery," its location being in the northeast part of Lima.

His wife was Phoebe (Copeland) Thomas, whom he married in April of 1849, judging by the marriage license issued to them on the eighth of the month, though it was never returned to be placed on record to indicate the date of their official marriage. His wife's first husband was John W. Thomas, who came from Wales, and to whom she was married on January 28, 1846, but he died about three months later. Perhaps, because of the fact that she used her married name when she underwent her marriage with Samuel, and owing to her deceased husband being an alien during the pendency of his final naturalization papers, their marriage was not validated, and they were again united in wedlock, on May 31, 1856, under her maiden name of Copeland. She was a native of Montgomery county, Ohio, where she was born on March 13, 1817. She died in Lima, Ohio, on July 3, 1896. Her father was an early settler of Lima, living on a farm just east of where North street city water-works pump station is now located. The name of her children, as found in the decree of divorce, granted to her in 1865, were: Mrs.

Ella S. Botkins, born in 1849; Mrs. Mary A. Barry, born about 1850; John, born in 1857, and:

George Hollis⁹ Hanson, who was the father of the wife of James Mulford Cory.

The children of James and his wife, as numbered, are:

(1) Charles¹⁰ Hollis, born in Lima, Ohio, December 19, 1901; married there, June 29, 1929, Mary Esther, daughter of Harry Otto Bentley and Blanche May Neff. Charles is a member of the firm of attorneys, under the title of "Wheeler, Bentley, Neville and Cory." His wife was born in Lima, Ohio, January 9, 1908. Her father, born in Bluffton, Ohio, April 14, 1873; is living. Her mother, born in Lima, Ohio, October 3, 1873; is also living. Below is her splendid family line of descent:

William¹ Bentley was a resident of Narragansett, R. I., January 29, 1679. He came from Gravesend, England, in the ship *Arabella*, May 27, 1671. He and his wife died in 1720, leaving, by will, five children, one of whom was:

William² Bentley, junior, who was twice married, the first time, to Mary Eliot, on April 21, 1703, and the second time, to Bathsheba Lewis, on August 1, 1734. He had thirteen children—eight by his first marriage, and five by his second. Some of his children moved to Western Pennsylvania by way of Chester county, Penna., sometime before the War of the Revolution. One of them was:

()³ Bentley, whose identity is not disclosed. George Bentley, the second son of William², junior, came to Chester county, Penna., sometime before the War of the Revolution. About the time of the War, he moved his family to Westmoreland county, Penna., and then to a tract of land, lying on the west bank of the Monongahela river, in Washington county, Penna., where he died. Several brothers settled in the same county. Benjamin, the sixth son of George Bentley, moved his family first to Mercer county, Penna., and then to Trumbull county, Ohio, and remained there until his death in 1818. By the foregoing relation it would seem to connect the undermentioned Bentley with the family, and a search in the Trumbull county records was made but has not been successful thus far. What confronts us is the brief sketch in the life story of Thomas Jefferson Bentley, published in the "Record of Allen and Van Wert Counties, Ohio," that:

John⁴ Bentley came to Trumbull county, Ohio, when he was a young man. He was a native of Massachusetts, being born there on March 14, 1782, and died in Bluffton, Ohio, on July 21, 1863. He was a farmer. He married Nancy Patton, a native of Maryland, in Greenville, Salem township, Mercer county, Pa., on July 13, 1814. With his family, he moved, on March 17, 1845, to Cannons-

burgh, in Hancock county, an extinct village, four miles north of Bluffton, and lived there until his death, at the advanced age of ninety-two years. They were the parents of Lucinda, Eliza Jane, Sarah Eleanor, John Patton, who went to Iowa, James Dinsmore, and:

Thomas⁵ Jefferson Bentley, who was born, near Niles, Ohio, July 14, 1822, and died in Bluffton, Ohio, February 7, 1907. His wife was Barbara Fusselman, whom he married at Hubbard, a small town, in Trumbull county, Ohio, August 7, 1845. They joined with John Bentley in moving to Cannonsburgh, Hancock county, Ohio. His wife died in 1863, and he married, for the second time, Rachel, daughter of Elijah Perkins, and the widow of Philip Ault. By his first wife, he was the father of:

Winfield Scott⁶ Bentley, who was born in Cannonsburgh, Ohio, September 28, 1848, and died in Bluffton, Ohio, July 20, 1918. His wife was Mary Jane Anderson, who was born in Bluffton, Ohio, December 12, 1845, and died there, June 27, 1928. One of their children was:

Harry Otto⁷ Bentley, the father of the wife of Charles Hollis.

The children of Charles Hollis and his wife are:

Charles Hollis, jr., and Frank Bentley, twins, born in Lima, Ohio, March 12, 1930. At the time of their birth, their great-great-grandmother Elizabeth (Long) Lipsett was living, having celebrated her ninety-second birthday anniversary the Sunday before.

(2) Francis Lewis, born at Lima, Ohio, October 25, 1907; died in the hospital of the Michigan University, in the early morning of May 8, 1927, from the effects of a serious injury he received in an automobile accident, near Ypsilanti, Mich., the night before.

Authorities consulted: The Cory Family Bible Records; Newspaper Accounts; the Hanson family in the "History of Ross and Highland Counties, Ohio"; the Hanson line of descent search in Ohio by two investigators, and in Maryland by a Washington (D. C.) genealogist; the Bentley line of descent search in Trumbull county, Ohio, by a Pittsburgh genealogist; the Bentley family data furnished by Harry Otto Bentley; "The Bentley Family, with Genealogical Records of (the) Ohio Bentleys," by Gen. Roeliff Brinkerhoff; "The Bentley Family," in the "History of Kings County, Nova Scotia," by Arthur Wentworth Hamilton Eaton, M.A., and personal investigations.

THOMAS¹ CORNISH was in Newtown, which is now known as Elmhurst, within the bounds of Brooklyn, Long Island, soon after its settlement in 1654, as his name first appears with others on a petition to the governor of the colony in 1657. His moving there may be accounted for by the fact there lived in Flatlands, not far from Newtown, one John Cornish who died after December 19, 1651. They probably were brothers. There was also a Thomas Cornish, who was one of the first settlers of Gravesend elsewhere near-by, in 1646, in which year he was allotted a plantation lot of twenty morgens, or forty acres, with sufficient salt meadows to keep six head of cattle.

Evidently our Thomas came from Exeter, N. H., where a daughter was born to his family in July of 1648, and to whom the Christian name Mary was given at her baptism there. His presence in Exeter is first mentioned in the record of January 12, 1649, as far as can be gathered from its town book, and the last mention of him is in the record of September 30, 1653. The town was founded by Rev. John Wheelwright and his Boston followers. They were banished from Boston in 1637 because of their refusal to serve in the Pequot war. Their banishment was especially due to the controversy which arose between Wheelwright and the conservative clergymen, it being the principal issue in the canvass of John Winthrop as the candidate for governor of the conservative party against Henry Vane, who was a candidate for a second term. After Winthrop's election sentence was passed on Wheelwright as follows:

Mr. John Wheelwright being formerly convicted of contempt and sedition, and now justifying himself and his former practice, being to the disturbance of the civil peace, he is, by the court, disfranchised and banished from our jurisdiction, and to be put in safe custody, except he should give sufficient security to depart before the end of March.

This little republic of Exeter prospered; its independent government, however, had a short life. Against the protest of the people of Exeter, the Massachusetts Bay colony planted a settlement at Hampton, in the territory which was included in the Indian purchase of

Wheelwright and his associates. Exeter's protest was met by the Baymen with the counter-claim that Exeter was within the patent of their colony. After all the other New Hampshire plantations had acknowledged the sway of Massachusetts, in May of 1643, twenty-two Exeter settlers, one of whom, Anthony Stanyan, being an immediate follower of Wheelwright, petitioned the General Court for annexation. The petition was granted, and Exeter came under the rule of the Bay colony. Wheelwright and his proscribed friends were not unprepared for this turn in affairs. Two years previously they had arranged terms with Thomas Gorges, allowing them to take up land and build at Wells, Maine. Wheelwright bought four hundred acres of land on the easterly side of the Ogunquit river. He built a small one story house and a saw-mill at the "Town's End." He was, of course, the pastor of the church, gathered at Wells by the Exeter associates.

The last account of Thomas' connection with the town matter was this: On October 14, 1651, the town of Hampton petitioned the General Court for a committee to lay out the west end of the bounds of their township, and three prominent men were appointed for the purpose. Thereupon the people of Exeter, wishing to adjust all the boundaries which were in dispute with their neighbors, on the twenty-ninth day of December following, gave authority to Samuel Dudley, Edward Hilton, Edward Gilman, John Legat and Humphrey Wilson, for "agreement with Hampton and (the other town of) Dover about the bounds of the town, or to petition to the General Court about it if they cannot agree with the other towns." And on May 10, 1652, having, then, probably a notice of the commissioners by the General Court in the preceding October, the town chose Samuel Dudley, Edward Hilton, Edward Gilman and Thomas King to meet with those commissioners "to lay out the bounds between us and Hampton, to agitate and conclude with them, or to make their objections according to the court order, if they cannot agree."

On the same day the town requested Samuel Dudley and Edward Gilman to "go to the next General Court as messengers for the town, to treat with the Court about the liberties and bounds of our town, that we be not infringed upon either by Dover or Hampton." Ten days later the town excused Mr. Gilman from this duty and appointed Edward Hilton in his stead; and Mr. Dudley and Legat were desired to compose the petition to send to the said General Court. Samuel Dudley, Edward Hilton, Thomas Pettit, John Legat, Edward Gilman, James Wall, Humphrey Wilson, Nicholas Lis-

ten and Thomas Cornish, or any six of them, were authorized to set their hands to the petition in behalf of the rest of the towns.

The report of the commissioners appointed by the General Court in October of 1651, was returned, on the thirtieth of September, 1653, in the following terms:

Mr. Samuel Winslow, Mr. Thomas Bradbury and Mr. Robert Pike, being chosen by the General Court, to lay out the west line of (the) Hampton bounds, upon their best information, have(ing) concluded that their west line shall run from the extend of the line, formerly agreed on, to come within two miles of (the) Exeter meeting-house, upon a direct line to that part of Ass brook, where the highway goes over, and from thence upon a direct line so as to leave (the) Exeter falls, at the town bridge, a mile and a half due north of the same, and from thence upon a west (line) and by a north line as far as the utmost extent of (the) Salisbury bound (goes) that way.

Evidently, Thomas Cornish went there originally from Gloucester, Mass., which had been his home for several years, and where the births of his sons are recorded. The Gloucester town records furnish no data for ascertaining the year in which he first appeared there. He had a house, and also owned a marsh in Annisquam, and a lot on "Planter's Neck." No land is found recorded as granted to him.

At that time there was but a small population in the now populous states, and the population was all near the Atlantic coast. Communication between these places was frequent, being largely by a vessel route. Newtown, on Long Island, was settled in great numbers by English people coming from Connecticut and Massachusetts, seeking the best locations. Taking all these things into consideration, together with the fact that "Thomas Cornish," of Exeter, disappeared from there, at almost the same time that "Thomas Cornish," of Newtown, made his appearance there, the presumption of their identity seems very strong. As he was a maker of pipe staves, or a cooper by occupation, it indicates the fact that would account for his travels.

The first notice we have of him in Newtown is when Rev. John Moore, having returned to Middleburg (Newtown) from an absence to resume his official duties, he was among the inhabitants of the town in effecting an agreement with the minister concerning his clerical services, which gave him a title to the "townhouse," under the hands of the clerk and one of the magistrates. This was done "in a publique meeting," but the measure was opposed by a number of individuals who perhaps belonged to the Presbyterian party. They held that the building was town property, and at its erection, it was intended to be kept for the use of the ministry successively. A

remonstrance was, therefore, prepared and sent to Director General Stuyvesant, residing at New Amsterdam. It was written by John Burroughs, and is dated January 22, 1657. It reads thus :

To the Honorable Governor.

Worthy Sir: We, whose names are under-written, desire to make humbly our requests known in respect to the house builded here by the town of Middleburg for public use for a minister for continuance, which some of the town (people) hath given away to Mr. Moore for his own property and his (heirs) after him; wherein we are wronged, and the town (is) left destitute, if Mr. Moore (should be) please(d) to leave us, or if he should die, for we know men are mortal; then we are to seek both for (a) minister and (a) house to entertain him into; therefore, we do humbly entreat that your honor would be pleased to take it into consideration, and judge the equity of the thing, and the damage that may ensue. Thus, leaving you to God and his grace, we rest.

Of the seven remonstrants appear the signatures of Thomas Cornish and Nicholas Carter, our indirect ancestors.

Stuyvesant gave a decision for them, on January 22, 1657. He could hardly credit that the house of the minister, built for a public use, had been disposed of, as stated, and he summoned the magistrates to render the reasons for this novel proceeding. They were also charged not to harm the bearer John Layton.

The allusion made in the above remonstrance to the common mortality of our nature seemed prophetic as regarding Mr. Moore, for he was soon called to exchange his earthly tenement to the peaceful realms of the higher life, ceasing from his labors, in September of 1657.

After the demise of the Rev. Mr. Moore, his bereaved family were left in the quiet possession of the "town-house" for one and a half years, during which period the town was destitute of the public means of grace. But the deficiency was now to be, in part, supplied by the services of a schoolmaster, and it was expected that Francis Doughty, who had married the widow of Mr. Moore, would surrender the premises to the use of the new teacher. To this he objected, which gave rise to the following interesting memorial, presented to the director general and the council of New Amsterdam :

Whereas, God hath been pleased, of late years, to deprive us of Middleburg, on Long Island, of the public means of grace and salvation, and also of the education of our children in scholastic discipline, the way to true happiness: but yet God having in mercy, at last, provided for us a help meet for the discipline and education of our children, and, by the same person, (a) help in the Sabbath exercises, we, therefore, who never gave nor consented to the giving of the

housing and lands, built and fenced in, and also dedicated (to) the use of the public dispensation of God's word unto us, do humbly entreat your honorable lordship, that this, our said schoolmaster Richard Mills by name, may be, by your lordship, possessed of the said houseing and lands, for his use and ours also, for our children's education and the Sabbath exercises, which God doth require, and we have need of, for us and our children. As the housing now stands, it is likely to go all to wreck and ruin, the fences are falling down, the house and barn decaying wanteth repair, and Francis Doughty doth not repair it, nor the town—as it stands between him and them, we will not repair it, and by this means, it is likely to come to nothing in a short time, and so we, and your lordship also, shall be disappointed; therefore, our humble request to your lordship is, that this our schoolmaster, and, at present, our souls' help in dispensing God's word to us and our children every Lord's day, may be settled in it, to enjoy it without any molestation from Francis Doughty, or any of his, for so long a time, as our God shall be pleased to continue him amongst us, or to provide another for us. Thus knowing that your lordship is as willing to further our souls' good as our bodies', we rest your lordship's humble petitioners.

The paper bears ten signatures, among whose names affixed are Thomas Cornish's and Nicholas Carter's.

To this memorial was returned the following reply:

These presents do require and order Francis Doughty, and whoever it may concern, to give and grant unto the present schoolmaster, Mr. Richard Mills, a quiet possession of the said house and land; it being with our knowledge, consent and help, built for the public use of the ministry, and therefore may not, cannot be given and transported for a private heritage. But if he or his wife hath to demand any remainder of means or salary of her deceased husband, Mr. John Moore, late minister of the aforementioned town, it is ordered, and these presents do order the magistrates and inhabitants of the said town to give unto the heirs what is due them. Done in Amsterdam, in New Netherland, this 18th of February, 1661.—(Signed) P. Stuyvesant.

In compliance with his order the premises were vacated, and Mr. Richard Mills, the first schoolmaster of Middleburg, was inducted into the "town-house" and entered upon the responsible duties of his vocation.

Thus was closed Thomas' brief career in the town matters, as he had already passed away in 1662, and his will appears in the original town records, under date of "Februarie 14, 1662," and was proved in court on November 7, 1662. In part of the will, it is stated that:

Further my will and mind * (are) that my well-beloved wife Mary Cornish shall have my children till they come of age, and (my property) to be devided, the one half to my beloved wife and the other half to my children, into the(i)re possession, as they come of

age; (and) further I give to my beloved son John Cornish all my tooles, *etc.*

There is no mention by name of his children. It is known that his oldest son was John, and that he had other children, but none of them, including John, were of age in 1662, though the oldest apparently was approaching his majority.

Thomas' birthplace was probably England. His wife, it is believed, was Mary, daughter of John Stone, of Gloucester, Mass., whom he married on September 4, 1641, if he was the identical one who lived in Gloucester and Exeter, N. H. The name of his supposed father-in-law disappears after his trouble with the ministry at Gloucester. He may have gone with the Wheelwright crowd. To which Thomas followed years later. For disturbing the peace of the church, the entry of August 27, 1644, says:

John Stone, of Gloucester, is present at Court for scandalizing Mr. Blinman * (by) charging him with a false interpretation of (the) Scripture(s), * also (by) saying that if an angel from heaven should preach the same, he would not believe it, and that there were others of his mind; and also further, in a discourse with James Smith, tending to the reproach of the doctrine delivered by Mr. Blinman, (he) is fined fifty shillings and (the) fees of the Court and (of the) witnesses.

The names of Thomas' children are found in the town records of Boston, Exeter and Newtown. They were:

John, born in Gloucester, Mass., September 1, 1643; died in 1696; married Martha, of whose family name there is no record.

James, born about 1645; his wife's Christian name was Mary. The data of his family record were found in the Boston town records.

MARY, our lineal ancestress.

Thomas, born about 1650; died in Boston, January 5, 1724; married Martha who survived him only a year.

Benjamin, born in 1652; died February 21, 1736; married Rebecca who died on May 15, 1737. According to the Newtown record of his death he left behind him "a widow, an ancient woman."

Sarah, probably.

Authorities consulted: "The History and Genealogy of the Cornish Families in America," by Joseph E. Cornish; "History of Gloucester, (Mass.)," by John J. Babson; "History of Exeter, N. H.," by Charles H. Bell; "The Annals of Newtown in Queens County, New York," by James Riker, Jr.; "Town Records of Newtown, Long Island," by Amos Canfield, in the *New York Genealogical and Biographical Record*; "Documents Relating to the Colonial History of the State of New York," by Berthold Fernow; "Register of the Early

Settlers of Kings County, Long Island, New York," by Teunis G. Bergen; and research by a New York genealogist, and by a Massachusetts genealogist.

MARY² CORNISH: See the life story of John² Cory in the Cory lineage.—Page 48.

SYNOPSIS OF THE LINE OF DESCENT

Thomas ¹	Cornish, born		;	died	1662;	wife,	Mary Stone.
John ²	Cory,	"	abt. 1639;	"	1685;	"	Mary ² Cornish.
John ³	"	"	1674;	"	1722;	"	Priscilla ³ Osborn.
Elnathan ⁴	"	"	1702;	"	1766;	"	{ Sarah ² Simpson? Sarah ⁴ Sayre?
James ⁵	"	"	1736;	"	1807;	"	Martha ⁵ Carter.
Simeon ⁶	"	"	1774;	"	1847;	"	Rhoda ⁶ Axtell.
James ⁷	"	"	1801;	"	1880;	"	Susan ⁷ Mulford.

THOMAS¹ OSBORN was an inhabitant, if not a native, of Ashford, Kent, England. His baptismal record could not be found, but he was probably born about the year 1595. He was married at Ashford, on January 18, 1622, to Mary Goatley, also of Ashford, and they became the parents of six sons before coming to America. Three more children were added to the family after they had located in New Haven, Conn., about 1640. Thomas subsequently became one of the first planters of East Hampton, L. I., to which town he went with his family in 1650, leaving by deed his property in New Haven to one of his sons. The estate remained in the Osborn family far into the nineteenth century.

Thomas was a son of Jeremiah Osborn, by his first wife Joan Wyborne. His cousin Thomas, who was baptized on April 4, 1595, being a son of his uncle John, was probably the "nephew Thomas Osborne the younger," referred to in his father's will. He was therefore a trifle older than his cousin. The question naturally arose in the mind of the editor of the "Ancestry of Thomas Osborne," in the *American Genealogist*, as to which of them was the American emigrant. As the uncle of Thomas was a tanner, and no instance is given as to his cousin's trade, the circumstantial evidence favors him as being the emigrant.

His father was a son of Thomas Osborn, who was buried on October 12, 1611, and who had a sister Anna, baptized on September 19, 1563, and two brothers Edward, buried April 10, 1623, and John, buried July 28, 1603. His children were Joseph, who married Judith Hatch on July 30, 1622; THOMAS, our lineal ancestor; Richard, who died about the month of February of 1647; Isaac, buried December 27, 1613, and a daughter, buried August 7, 1608.

The appearance in his father's family of a Richard Osborn as late as 1640 does not seem to strengthen the supposition that he was the one who first came to America. There was a Richard who, when he was twenty-two years old, sailed from London on board the ship *Hopewell*, February 17, 1635, bound for the Barbadoes, West Indies. There is no conclusive proof as to his being the identical Richard who came to New Haven about 1639. He is credited in the New

Haven list with a family of only three—himself, a wife and a child, which seem to indicate that he was unmarried when he first came. Before 1653 he moved to Fairfield, Conn., and then, about 1662, to East Chester, in Westchester county, New York, from which time, after three years, there is no further record of him. Because of his age he would be but either a nephew or a cousin of Thomas.

Coincidentally, there appeared in New Haven about 1662, a wealthy William Osborn, with a wife and children, which tends to indicate that they were of the same family. William probably was closely related, although record proof is lacking. He died a wealthy merchant in the middle of his career, leaving a fortune of over a thousand pounds in cash, as shown by his inventory, under date of April 29, 1662. His widow Fredewiede became in May of 1663, the second wife of Judge John Mulford, our ancestor through Susan (Mulford) Cory, and went with him and her younger Osborn children to live at East Hampton.

“Goodman Osborn,” as Thomas was called, may have the distinction of being one of the founders of New Haven, although the “Fundamental Agreement” of June 4, 1639, does not bear his signature but only that of Richard. After it was copied into the record, Thomas was among the later settlers who, when accepted as inhabitants, were required to sign directly in the record. He may have made his signature as early as 1641, as his wife Mary was admitted to the New Haven church probably in 1642. On July 1, 1644, he took an oath of fidelity to render loyalty to the New Haven government.

In 1643 he was rated at three hundred pounds sterling, and had a family of six. According to the schedule of allotments of 1641, as given in the “New Haven Town Records,” he owned thirty acres in the first division, six acres in the “Neck,” eighteen acres of meadow land and seventy-two acres in the second division. For these pieces of land his yearly rate was “£1:10:00.”

As he was one of the nine proprietors he had his allotment in a district, termed the “southwest square.” Since no land within the square has been traced to him it may be inferred that he sold his allotment to William Fowler, at a date before a record of alienation was required. He owned and occupied a house and a tanyard on the south side of George street, between Broad and Factory streets. Doubtless he preferred this location to the original allotment given to him because of the facilities it afforded for his vocation as a tanner. With the exception of himself, the original grantees of the square moved to Milford, about ten miles west on the Sound.

As they had all emigrated from Herefordshire or its vicinity, in England, the square was for some years designated as the Herefordshire quarter, as a sort of self-government. This did not interfere with the two different courts the town had established. It was a narrower division of the body politic, in part effected within the squares, or "quarters" of the town plot. These quarters became rudimentary tithings, a result which was facilitated not only by the city idea that dominated the settlement, but also by the allotment of the quarters in accordance with the local derivation of individuals of the company which come from England as "The Herefordshire Quarter," or the "Yorkshire Quarter." It appears also in Southern England, at that time, the word "quarter" meaning a township, so that the term in New Haven probably had more than a mathematical signification. The quarters were the units to which the divisions of the outlands were assigned.

In the seating of the church parishioners at the Meeting-House a list was read in court, on March 10, 1646, and it was ordered as per arrangements:

"The mid(d)le seates have to sit in them, (the 6th) Seate *
 * Goodman Osborne (with the men folk and) in the seates on
 the other side (by) the do(o)re, (the 4th) seat * * Goody
 Osborne," embracing the women folk.

Comparing the social state in the New Haven colony with that which now obtains in the same territory, we find more manifestation of social inequality. This appears in the titles prefixed to names. The name of a young man had no prefix till he became a master workman. Then, if he were an artisan or a husbandman, he might be addressed as "goodman," and his wife might be called "goodwife," or "goody." A person who employed laborers, but did not labor with them, was distinguished from one whose prefix was goodman by the prefix "Mr." This term of respect was accorded to elders, magistrates, teachers, merchants, and men of wealth, whether engaged in merchandise or living in retirement from trade. Social inequality was also strikingly manifest in "the seating of the meeting-house," the governor and deputy-governor being seated on the front form and allowed its whole length for the accommodation of themselves and their guests, while others were disposed of behind them and in the end seats according to social position; but a back seat of the same length as those in front was considered sufficiently long for seven men. The women, on the other side of the house, were arranged with the same consideration of rank. No seats were assigned to persons inferior to a goodman and a goodwife.

The first glimpse into the story of Thomas' career as a citizen of New Haven was his paying a fine of five shillings on October 5, 1640, "for neglecting to warne the watch-master next succeeding his owne, whereby the watch was neglected (for) 3 nights."

In that year the town had completed a martial organization by the establishment of a watch for night service. Its first police force was under the immediate oversight of a captain, and was so divided that the men of the town watched in turns, from March to October yearly. Each night a guard was composed of six men and the master of the watch. In 1642 there were in all thirty-one separate watches, comprising two hundred and seventeen men. Every night at sun-down the drum was beaten, and within half an hour the master of the watch must be "att the Court of garde," which stood on the "Green."

The New Haven settlers were forced to realize their membership in the church militant as a necessity on account of Indian hostility. This organization was set up preceding the founding of the colony, and was doubtless effected provisionally soon after the landing at Quinnipiac (New Haven); at any rate the little army marches at once into historic view in complete array. On November 25, 1639, the order was made:

Thatt every one thatt beares armes [*i. e.*, all males between 16 and 60 years of age, if not exempted by office] shall be compleatly furnished with arms, *viz.*, a muskett, a sworde, bandaleers, a rest, a pound of powder, 20 bulletts fitted to their muskett, or four pounds of pistoll shott or swan shott, att least, and be ready to show them in the Markett place upon Munday, the 16th of this moneth, before Captaine Turner and Lieutenant Seely, under penalty of twenty shillings fine for default or absence.

For the reason that the hides which Thomas tanned were so unsatisfactory, he was called to court on April 5, 1643. Below is the ruling of the court:

Whereas, Goodma(n) Osborne hath heretofore spoyled divers hides in the tan(n)ing w(hi)ch he aleadgeth was for want of skill, or experience in the tann(ag)e of this country, he promiseth for the time to come, to make good whatt is spoyled in the tan(n)ing, for now he knowes the nature of the tann(ag)e and, therefore, if any hides be now spoyled, itt is through his default.

Following the above, on April 26, 1643:

It is ordered that goodm(an) Osborne shall have liberty to cutt downe some trees in the common(age) to gett bark for his tanning, and the trees to remaine to the towne(')s Vse, either for posts, railles, or other uses, as the Court shall see cause to dispose of them.

There were no sealers of leather until 1646, when they were first

elected to examine and stamp leather for the fees of four pence a "hyde" and two pence a "skine." Oddly enough the leather of the first quality was to be marked "N.G.," that of inferior worth, "N.F." The New Haven tanners and shoemakers were very unsatisfactory workmen, and there were loud complaints against both the quality and the price of shoes. There is a pathetic gentleness about one of the orders in 1648:

It was propounded to the shoemakers that, seeing hides are now neare(ly) as cheape as they are in England, that shoes might be souled more reasonable(y) than they have bine; and the shoemakers promised they would consider of it.

A case which created much feeling in the colony was the somewhat fully reported shoe and leather case of John Meigs, who was a trader and shopkeeper, against Henry Gregory, a shoemaker. Meigs made a contract by which Gregory was to make for him fourteen dozen pairs of shoes, for which Gregory was to receive twelve pence a pair for making, Meigs furnishing the leather ready cut. The job was unsatisfactory, especially as the leather was of poor quality. Most of the testimony submitted in court cited that the leather went to pieces in a short space of time.

At this stage of the trial the court found there was fault on both sides, and that "the country was much wronged," therefore it was decided to have some expert testimony. Some of the shoes were sent for and were delivered to Lieutenant Seely and Goodmen Dayton and Grove, who were shoemakers, and to Goodman Osborne and Sergeant Jeffrey, who were tanners, to examine and report their opinions to the court. These experts, after examination, made this report:

We apprehend this, that the leather is very bad, not tanned nor fit to be sold for seviceable leather, but it wronge the country, nor can a man make good work of a great deal of it. And we find the workmanship bad also. First, there is not sufficient stuff put in the thread, and instead of hemp, it is flax; and the stitches are too long and the threads not drawn home; and there wants wax on the thread; and the awl is too big for the thread. We ordinarily put in seven threads, and here is but five, so that, according to our best light, we lay the cause both upon the workmanship and the badness of the leather.

The court then ordered Meigs to pay a fine of ten pounds sterling to the jurisdiction, with satisfaction to every particular person as damage shall be required and proved; and that none of the faulty shoes be carried out of the jurisdiction, but sold within it, if they were sold, with the information to the buyer that they were deceitful ware. They ordered Goodman Gregory, for his bad workmanship and fel-

lowship in the deceit, to pay a fine of five pounds sterling and the charges of the court, and that he requires nothing of Meigs for his loss of time in the work, whether it were more or less.

In court, on November 4, 1649, John Cooper brought a complaint against Thomas Osborne:

For letting 4 hoggs of his goe abroad in ye summer for the most p(ar)t, contrary to (the) order. Thom(as) Osborne could not deny it. The court ordered that he pay(s) to John Cooper 12*d* a hogg, which is 4*s*. Further, John Cooper complained of him for not car(r)ying in to ye man, appointed for the(i)r quarter, the number of ye acr(e)s of land he planted or sowed last yeere, as it was ordered he should. The court ordered that he paye to John Coop(e)r the double as it was ordered in that case, w(hi)ch is 4*d* p(er) acr(e).

In the town affairs of November 6, 1649, we find Thomas parting with two shillings in payment of a fine "for absenc(e) at two generall courts, as (he) himself saith." He was among the majority of the townsmen called "on the carpet," May 7, 1650, to explain to the town court why they failed to repair "defective fences," as directed by John Cooper, the fence-viewer.

Next we note Thomas leaving for East Hampton on Long Island, soon after his eldest son Thomas had taken up his abode in that town as early as 1650, for we find him mentioned among those who became very early the "Associates" of the first nine pioneers of 1649. It seems that while still a resident of New Haven he has secured, possibly through his son, a grant of land for his homestead in East Hampton, as in its Town Records the entry states that "at (the) generall court houllden at Easthampton, (on) March 7th, 1650," it was decided that "there shall be a cart way over to the east of the towne (be) made in the hollow betweene Goodman Osborne(')s and Goodman hand(')s, this (is) to bee done betweene this & the 11(th) of June next ensueing." But, at the meeting of June 9, 1650, this order was "Dispensed w(i)th all till the 20(th) of September next ensueing," probably at his asking through his son.

Thomas may have bought goods of Joshua Barnes, of Southampton on credit, and his failure to meet the obligation caused Barnes to bring "an action of debt" against him on November 8, 1650, the trial to be held in that town "the next quarter court, the first tuesday, in December next." The following day Barnes was allowed an attachment to be served "vpon a beast of Thomas Osbornes, senior, of Easthampton." The upshot of the agreement was made on the tenth between Thomas, Barnes and Edward Howell, as per following compact:

I, Joshua Barnes, planter of Southampton, doe bind myself, my

heires, executors and assignes to pay or cause to be payd vnto Mr. Edward Howell, gentleman of the saide plantation, the s(u)me of twelve pounds sterling, to be levied vpon his goods, chattel & housidge (houses) & lands, in and vppon the 12th day of December next.

The condition of this obligation is such that if the above bound Joshua Barnes shall and doe commence a suite against Thomas Osborne, of East Hampton, vpon the next quarter court to be held in this towne, being to be vpon the first tuesday in december next, or vpon (the) comp(lete) release and discharge (from) the At(t)achment graunted vnto him vpon the 9th day of this present month of November, leauing harmless the said Edward Howell, Gentleman, for his grant of the saide Attachment, then this obligation to be void and of none effect, else to stand in full power & force. Witness my hand, this 10th of November, 1650.—(Signed) Joshua Barnes.—Witness(es), Richard Mills (and) Richard Smith.—[Note], The attachment released the bond, cancelled on the 12th of November, 1660.

Thomas resumed his old occupation as a tanner on adopting the town for his future home. Deacon Abraham Osborn, a lineal descendant, who was a man of devout soul, good memory, good sense, versed in treasured traditionary lore,

And many names he could repeat
Whose pulses long have ceased to beat,

said that all the Osborns for six generations from Thomas down, were tanners and worked at the trade on Pudding Hill where the deacon himself lived. The hill was quite a high elevation, and at its base there was a marshy tract which it was so difficult to cross that the town had to purchase a portion of John Hand's home lot for a road.

Perhaps Thomas was so engrossed in his work setting up his tannery business that he discovered himself as one of the "Delinquents that did not appear at the Town meetinge, accordinge to warninge," and was fined six pence on May 13, 1651. The fines collected were for the purchase of a drum, much needed to sound signals on warning days.

On November 20, 1651, plans were formulated for the building of a Meeting-house "26 f(ee)te longe, 20 f(ee)t broade and 8 f(ee)te stode." Thomas and two other men were designated that they "shall fetch the thatch in the order before menconed (Meeting-house) upon 2 dayes(') warninge," or pay the fine of ten shillings if they neglect fetching. In 1653 the town built the thatched meeting place to serve for all purposes. Its site was on the old burying ground, on the east side of Main street. The highway, which ran east from near where the church stood over swamp, afterwards be-

came the public road to the village of Amagansett.

Thomas' home was on the west side of the street, opposite the burying ground, being located in the middle of the road. Like all the houses of his contemporaries his own was small, with a thatched roof. The church, too, was of similar dimensions.

At the meeting of May 4, 1652, it was ordered that a tract of land:

On the East plaine shal(l) be for the 2(nd) Division, laid out 80 pole(s) longe and aker for aker, noe allowance neyther for Distance nor stubbs, but only in case any man fall(s) in the runninge rootes that are beyond the 2-mile hollow, (but) those men (Thomas and two others) shal(l) Quietly enjoy their land that they now possesse without any more Questioninge.

On June 10, 1652, there was a distribution of land pieces in the "Littell plaine," and Thomas' share was entered on record, for:

Fflower ackers vpon the lit(t)ell plaine, be it more or less, bounded with the lit(t)el ponds Southeast and Thomas Chatfield('s land) South West, and the hieway North West, and Robert Bond('s land) north East.

William Edwards filed in the town court on June 13, 1653, "an acc(ti)o(n) of Defamation against Benjamin Price and his wife" on the remark that his wife was a "base lieing woman." The defendant's wife replied that she would prove to the Court's satisfaction that Edwards' wife herself was "a lier in many p(ar)ticulers," by several depositions. In a deposition Goodwife Simons of the town told the court "that she heard goodwife Edwards say that she had a pet(t)icoat w(hi)ch she never woare yett, that she brought (it) out of England w(i)th her, and saith she told her it was strange shee never wore it at Linn, (Mass)." Then followed the deposition of Robert Bond, our indirect ancestor, saying "that when (the) matter was first questioned about the pet(t)icoate that Goodman Edwards said that the pet(t)icoate his wife brought it out of England, and afterward when Thomas Osborne said (t)hat Goody Barratt said the money that bought it Came out of England." The verdict of the jury favored the defendant as against the plaintiff for "two pence cost and Damage and Court charges."

The town order of July 5, 1653, was that "e(v)ery man shall sett fower sufficient stakes, or land markes in their meadow betweene man and man and betweene this (time) and mikellmas (Michaelmas) next, vpon penalty of paying 2s. 6d. a parcell for every Defect." Then followed "the Recordes of * Meadow(s) at Northwest," indicating Thomas was the thirty-third, owning a tract of "flower ackers, more or less, bownded w(i)th Benjamine Price('s land) on * one side and William Mulford('s) on the other (side)." His

son Thomas was numbered the eighth to own "three ackers, more or less, bounded with Thomas T(h)om(p)son('s land) on * one side and Ananias Conc(k)ling('s) on the other (side)."

By "the Records of * meadow(s) at Accabanock" on that day, we find that Thomas was again numbered the thirty-third to receive "two ackers * more or less," to be bounded by the land of the same parties, and his son Thomas an acre and a half within the same defined boundaries. Both the father and the son were on record for "the Lotts ffor the Meadow," varying from thirteen to fifteen acres, probably when ready to be distributed, the father's number being the same "33" and the son's "8".

It was the town order of August 2, 1653, that:

The Drie heard shall bee Driven out of towne to wainscott ev(e)ry morninge that they Come to towne, this to bee D(o)nn(e) by Turnes a Day for 4 (days) and soe (a)pportionably, and Goodman Osborne (is) to begin and (when) he * Drives them one Day (he) is to warne his next neighbour.

Thomas was probably of such a height, size and build that the town meeting of October 4, 1653 saw fit to elect him to the office of town constable. It was his first official recognition at the hands of the town since he moved from New Haven.

The establishment of a meeting-house was much needed to function the business of the town, and also to serve for religious service on Sabbath days. In November of 1651 three men were "chosen to sett out a place for a Meeting-House," which was ultimately located and built in 1653. On the list of "the charge(s) of the meetinge-house," without date, but apparently in the year 1654, Thomas' name appears for eleven shillings on his twenty acres, but it "cum(e)s to 12s. 06d." out of which the charge is "due to ye towne 1s. 06d." His son Thomas, junior, was to pay five shillings and ten and a half pence out of his nine shillings and four and a half pence on his fifteen-acre-assessment.

The division of land in the "great plaine" was made on May 24, 1655, and Thomas was accorded about four acres, the boundaries being with the highway on the south, Thomas Chatfield's land on the west, the highway on the north, and William Fithian's land on the east. His son Thomas received five acres in the same mentioned place, bounded by the land of Benjamin Price on the west, by the land of John Hand on the east, and the highways on the north and the south.

On July 6, 1655, "by the major part of the towne" at its meeting, it was voted that:

Thomas Osborne, Senior, and his son Thomas Osborne, Junior, shall have all yt Me(a)dow (land) about the place, Cal(le)d the Hogg Creek, as the(i)r full share & p(ro)portion of all the Wast(e) me(a)dow (land) not yet D(i)sposed of in the Bounds.

At the town meeting of April 1, 1656, it was agreed Thomas:

Shall have 2 akers of Land, adjoining to Ananias Conc(k)ling(')s Land on the Easterne plaines, provided that he gives vp 2 akers of Land on his Second Devisiion.

As Thomas had left in New Haven his homestead and tannery, he made arrangements with his son Jeremiah living there for the transfer of this estate to him. Having received the transfer, Jeremiah desired that it be entered on record at New Haven, on March 6, 1661:

To all people to whom this writeing shall come, I, Thomas Osborne, Senior, of East Hampton, on Long Island, in New England, Tanner, send Greeting: Know yee, That I, Tho. Osborne, out of my Fatherly loue & affection vnto my beloued sonne Jeremiah Osborne, of Newhaven, Tanner, as also for divers other causes & considerations mee therevnto moueing, have given & granted, & by these pr(e)sents doe give & grant and confirme vnto my afores(ai)d sonne, * my house & tan yard, situate & being in the Towne of Newhaven aforesaid, as also all other * accom(mo)dations therevnto belonging or appertaining, as all buildings, fences, housing, vp-land and meadow ground, with all things whatsoever whether moueable or im(m)oueable, To have & hold, all & singular, the afores(ai)d house & lands, with the appurtenances belonging or appertaining to the premisses, vnto my afores(ai)d sonne Jer. Osborne, his heires, executors, administrators & assignes foreuer, for his & their proper vses & behoofe, quietly & peaceably, to enjoy the same foreuer, w(i)thout any claim or challenge by mee or any in my Name, or by any procurem(en)t or consent of the aforesaid Thomas Osborne & in witness of all & euery the pr(e)misses & ye full confirmation thereof, I have sett my hand & seale, this, (the) 17(th) day of May, *Anno Dom(i)n(i)*, 1660.—Sealed & deliuered in the pr(e)sence of vs.—John Hand (and) Joseph Hand.—(Signed), Tho. Osborne, (Seale).

It was ordered at the town meeting of March 2, 1663, that:

The land by the west end of (the) hooke pond shalbe laid out into proprieties and to be given up againe by the major voate, if the Towne see cause to make use of it, their crop being off Joshua Garlicke(')s p(ro)portion of this land aboves(ai)d to lie to his land that is to be laid out, and Stephen Hand to have his part, adjoyninge to his house lott; Tho(mas) Osborne, Se(nior), to have his share on the flank of his addition (and) Tho(mas) T(h)om(p)son to have his part where the windmill sto(o)d.

On February 23, 1664, it was the desire of the town, that "the land betw(ee)ne goodman Hedges(') land) and goodman Osborne(')s

to the plaines shalbe fenced to keepe calves and for the ordinary Keeper to put Strangers(') horses and cattell in for his owne vse." By the former town order of June 13, 1660, Thomas and Hedges were told that their fence "Shalbe made fast up for this yeare."

As his age was close to sixty, veneration was shown to him when he was elected, with Thomas Talma(d)ge and Robert Dayton, at the meeting of the above mentioned date, as "townes men," which seem to mean, in other respects, selectmen. He, with Robert Dayton and Richard Stratton, was reelected to the office on February 25, 1668.

Thomas was one of the "patentees, for and in behalf of themselves and their associates, the freeholders and inhabitants of the town of Easthampton," granted by Governor Richard Nicolls on March 13, 1666. The patent was issued to, and in the names of John Mulford, our ancestor, Thomas Osborne, his son John Osborne, and four others for the land which had previously been purchased from the Indians. The second patent to the town was issued by Governor Thomas Dongan on December 9, 1686, being a very long document. The men in this instance to whom the title was passed from the town were Thomas Osborne, Ensign Samuel Mulford, our ancestor through Susan (Mulford) Cory, his brother John Mulford, and nine others. Thomas and four of the men were the same in both transactions for the first and this second patents.

Thomas, his son Thomas, junior, and Roger Smith were allowed each, by the town order of November 5, 1667, to have a "piece of land, beyond steven Hand('s) lott westward, so to ye Sand Hil(l)s, leaving a highway suffisient between their land & steven Hand(')s lott." At the next meeting on the eighteenth, Thomas:

Hath exchanged his lott, lying in the great playne, given for 4 Ackers and a quarter, standing on record in the record of his lands with Mr. Tho(mas) Chatfield, for 3 Ackers in the little playne as it stands * * * on ye records of his al(lo)tment, and ye sayd Mr. Chatfield is to pay to Tho(mas) Osborne upon this exchange 3 bushels of Indian corne.

(On) February 25, 1668, Thomas Osborne, Richard Stratton and Robert Daiton, beeing overseers, went to v(i)ew the bound(ary) be-tweene Easthampton and Southampton (and) met with Southa(m)p-ton) men at the stak(e) on the South side, and soe went with them to the north side, and mutually they marked a pine tree for the bound(ary) stake be-tweene the plantations; the tree soe marke(d) is on A cleft on the north side commonly cal(l)ed the Clay Cleft.

George Miller, a townsman, was killed by the kick of a horse on his own premises on December 4, 1668. A jury was formed, among

the men being Thomas and his son John, to find a verdict for the cause of his death. The verdict they rendered, "according to the testimony they have, is that george Miller(')s provoking of the horse cause(d) him to strike him which accioned (resulted in) his death."

Thomas served again, May 21, 1670, on a jury as foreman, with Thomas Chatfield, William Edwards, Jeremiah Conkling, Stephen Hand, Thomas Osborn, junior, and Nathaniel Bishop as jurymen, to view the body of a drowned man, named John Talmadge, and to make inquires touching his death. The verdict they gave was that they found:

In his face some seeming bruise(s) or scratch(es) which wee ap(p)rehend might either bee done by him selfe, or (by) beating himselfe against something in the bottom of the pond, (and) by the Testimonie, we find that hee went voluntary(ly) into the water to swim and was drowned.

The town held an earnest and lengthly meeting on April 3, 1673, to discuss the acquiring of a home lot and land, to be "kept intire and reserved for a Minister, whenever god shall Deprive them of Mr. James, the present Pastor and Minister of this place." The town had already secured the home lot of Thomas' son John, "that land, lyeing and being between Robert Dayton(')s house lott and addition on one side, and Mrs. Al(i)ce Stanborough's house lott and Addition on the other side." The discussion ended in the agreement that:

This Towne, having in regard of the Commodiousnes(s) &, it being in the h(e)art of the Towne, have reserved it for the use of a mynister, as elce where more fully may appeare with the whole highway, that is within this tract of land above spesified, it being all both (in) length and breadth, to bee kept intire and reserved for a mynister, and there, being at the reare end of this aforesaid land, a parcell of low land, belonginge and now in the possession of Thomas Osborne, Senior, and by reason that the highway, which did passe through this land above mentioned, is stopped upp, and by a major voate of the Town, disanulled soe that the said Thomas Osborne cannot come to this, his land as formerly, and the Inhabitants Consciveinge that this land, soe lyeing may be some Inlargment to this aforesaid lott, and therefore have p(ro)cured this parsell of land of the aforesaid Thomas Osborne, in a way of exchange, it being and Contayning about foure ackers and three quarters, more or lesse, as it now (is) measured, staked, and laid out by Ap(p)oyntment, to witt as farr as to the Easterne part of the hommack of upland, goeing on uppon the meadow that lyeth at the head of the pond, only the said Thomas Osborne * (has) reserved a litle part of the south end of this hommack to himselfe for to set a stack of hay on it, being now staked out and Ap(p)oynted how far hee shall come on uppon the hommack, and this parsell of land, soe procured, is to remaine unto the

lot, and to be kept intire with the al(l)otment for the use aforesaid, And in Consideration of this parsell of low land, soe exchanged with the said Thomas Osborne, the Towne * (has) given and granted unto him the said Thomas Osborne, Senior, two Ackers of land, bee it more or less, lyeing and being in the Calf pasture, and being now staked and layd out, by ap(p)oyntment, uppon the flancke of Thomas Osborne('s) Addition, and lyeing (in) the whole length of his Addition, and to remaine to him, the said Thomas Osborne, Senior, and his heires and assignes forever, he ke(e)ping & Mayntayning his fence sufficient (in) all waies, against cattell, according to law, the whole length of his said land, at his owne proper cost & Charge.

It seems that Thomas' youngest son Benjamin and his family were living with him. As he was feeling the creeping of age upon him, and as he needed care, he conveyed by a deed of gift, on November 2, 1677, to the son all his land possessions in East Hampton. Following is a copy of the deed, as appears in the Town Records:

To all Christian People, to whom these pr(e)sents shall or may come, greeting:

Know ye yt I, Thomas Osborne, Sen'r., of Easthampton, in ye East Rideing of Yorkshire, on Long Island, for Divers good Causes and Considerations me hereunto Moveing, doe, and by this present Deede of guift have given to my Dearelie & wel(l)-beloved sonne Benjamin Osborne all that my house and whom (home) Lott, sittuate, Lyein(g) and being in Easthampton, Above said, with all the Rest of my Land and Meadow, being any where in ye bounds of ye said Easthampton, with all Right(s), Priveledges, Interest(s) in Common or whatsoever Benifit * or (in) any way doth, at this day of ye Date hereof, Belong unto my said accom(m)adations sittuate, lieing & being any where in any part of the bounds of the said Easthampton, to him my said Benjamine Osborne & his heires, Executors, administrators and assignes forever hereafter, To have and to hold and as his own to Possesse and enjoy without any Lett, trouble, hinderance or Molestation of mee, the said Thomas Osborne, or any other person or persons whatsoever by, from, or under mee, Laying any Manner of Claime or Tytle to the Whole, or any part, or parcell of ye said Land, Meadow or any Priveledge or Benifit unto ye said accom(m)adation Belonging. In Witnes(s) whereof, and for the further Confirmation of this, my Deede of gifte, I have hereunto sett my hand & fixed my seale, this second Day of November, in the Twentie-Ninth yeare of the Raigne of our Soverai(g)ne Lord Charles, the Second, & *Anno qv Dom(ini)*; one thousand, Six hundred (and) Seaventy & Seaven.—Thomas Osborne.—(L.S.)—Signed, Sealed & Delivered in ye Presen(ce) of Robert (his R D marke) Daiton, and Al(i)ce (her A B marke) Backer.—This deed of Gifte was acknowledged before me, Thomas Backer, Justice of ye peace.—The above written Deede of guift is Recorded, this 26(th) day of November, 1677, p(e)r me, Henry Peirson, Clark to ye Co(u)rt of Sessions, for ye East Rideing.—And Entered into ye Town Records of Easthampton, this (the) 27(th) of December, one thousand, Six hundred

(and) Eightie-Six, by me, Thomas Tallma(d)ge, Record(e)r.

On his reassumption of title as governor of New York, Edmund Andros called for the tax lists of all towns within its province. East Hampton furnished its list dated September 24, 1678. Thomas was rated for taxation for the following: Land 20 acres; oxen 7; cows 6; 3-year-olds 4; 2-year olds 3; yearlings 5; Horses 2; Swine 6; Sheep 6; valued at one hundred and ninety pounds. He was on the rate list, made out for August 24, 1675, his taxable estate being £166:10:00, before the governor was succeeded by Anthony Brockholst in 1677. The governor was succeeded by Andros the following year. During the reign of Thomas Dongan as governor, Thomas' name is on the list of "Estimate(s) of East Hampton (dated) September 8, 1683" for taxation on his estate valued at two hundred and eighty pounds and ten shillings. It tells of the possessions he had, as appears on the list: Land, 20 acres, Oxen 8, Cattle 33, Horses 2, Swine 9, Sheep 48.

Thomas died sometime in his nineties, about or before 1688. The first intimation of his passing away appears in the land record of John Chatfield, given him by the will of his father. It was placed with the town clerk shortly after August 8, 1688, for entry on record, one of the descriptions of his land possessions as follows:

3rdly. One piece of land more near to a place called Little Hill, containing about three acres and three quarters, more or less, on the Nor(th)ward side of the highway that goeth to Accobonock and bounded Eastward by some land of Mr. Scallenger(')s, formerly belonging to Mr. John Mulford, and the present Common (land) Nor(th)ward and Westward by a parcel of land of Arther Cressie, formerly in the possession of Thomas Osborne, Senior, *deceased*, and the highway Southward.

Judges Hedges, in his town history, refers to a tradition that Thomas died in New Haven as being consistent with the known facts. From this he deduces that no mention of him is found in East Hampton after 1687, but this would hardly prove that he had removed from that town. It seems likely that he disposed of his property to his children during his lifetime, so there was perhaps no estate left to go through the probate court after his death. Comparatively few records of deaths were made in the vital statistics at that time, hence we do not know exactly in what year he died. As he had been living in East Hampton for many years prior to 1688, and the last known record of him is found there, the natural presumption is that he died at the place, and we feel pretty confident there is nothing in the New Haven records to indicate that he returned to New Haven later in life.

The list of Thomas' land allotments, granted to him by the town

during his lifetime, apparently was entered on record a long time after his death. For his "home lot and plains," with all privileges and appurtenances belonging to such an allotment the record gives as follows:

Imprimis, the home lot, with the addition, containing eleven acres, more or less, bounded with the street North, Thomas Osborne, Jr.'s land West, Mr. Gardner's land South, as also two acres, more or less, added to the East side of his addition and which he had of the Town in exchange for land that is meadow toward the upper end of (the) Hock pond; th(ese) two acres being bounded by the highway and (the) Calf pasture upon the East side of it, as also one acre granted to him on his addition with reference to the little lots.

And ten acres of woodland Eastward, being a second division, more or less, and the highways North & South, Thomas Osborne, Jur. ('s) lot East, and Nathaniel Foster's land West.

Also one parcel of land upon the Eastern plain, containing nine acres, more or less, bounded by the highways North & South, and John Hand's land East, and William Edward's lot West.

And one parcel more, being a second home lot, containing six acres, more or less, bounded by the present Common (land) North, and a highway East, and William Barnes(') lot West, and the street South.

One parcel of meadow, being his first division in Accobanocke, containing two acres, be it more or less, bounded with Benjamin Price's lot on * one side, and William Mulford's on the other side.

One parcel of meadow more, being his second division in Accobanocke, containing two acres, be it more or less, bounded with Benjamin Price's lot on * one side and Harbor's mouth on the other (side).

One parcel of meadow more in Accobanocke neck, containing three acres, be it more or less, bounded with Benjamin Price's lot on * one side, and William Mulford's on the other side.

One parcel of meadow more in the Northwest meadow, containing three acres, be it more or less, bounded with Benjamin Price's lot on the end side, and William Mulford's on the other side.

One parcel of meadow more in the neck, by a place called by the name of Hog creek, and it lieth upon both sides of the said Hogg creek, all the meadow that is there appertaineth and belongeth unto the aforesaid Thomas Osborne, Senior, and formerly it did belong to Thomas Osborn, Jr., but now his part is in the possession of William Miller to be divided between the aforesaid Thomas Osborne, Sen(io)r, and William Miller, according to the proportions of land that they do enjoy.

And one parcel of meadow land more toward the head of Hook pond, which he had of John Osborne which he had in exchange for land elsewhere.

Also, one parcel of meadow more at Napeak, as being a part of the waste meadow about an acre, more or less, bounded by John

Wheeler('s land) Westward, and Mr. Scallenger('s) Eastward, and one parcel of meadow more toward the Eastward part of Napeak, about one acre, more or less, and bounded by (the) land of Mr. Scallenger's on both sides.

Also, one piece of land more, being (a) part of a fourth division and lying on the Nor(th)ward part of the second home lots, and it containeth eight acres, more or less, and bounded Southward by his own land and by Jacob Daiton's land, Eastward by the highway, and Nor(th)ward by some land that doth belong to Thomas Osborne, Jr.

Also, one parcel of land more upon the Nor(th)west woodland plain and it containeth about two and twenty acres, more or less, and bounded Nor(th)ward by Thomas Chatfield's land and Southward by Goodman Daiton's land, and westward by the highway and (the) Common (land) and Eastward by the highway and another range of lots.

And one parcel of land more in Georgica neck, containing about six or seven acres, more or less, which he had of Goodman Brookes for exchange of land elsewhere, and it is bounded by Mr. Backer's land Westward and the Common (land) Nor(th)ward, Thomas Diamond's land Eastward and the Cove Southward.

One parcel of land more as being (a) part of a fifth division, being in Ammogonsett woods, and it containeth seventeen acres, more or less, and bounded by Jeremiah Conckling's land Eastward, and a highway Southward, and the Common (land) Westward, and John Edward's Nor(th)ward.

Also, one piece of land more appertaining to the aforesaid Thomas Osborne as being (a) part of a fifth division, lying and being at a place known by the name of Alewi(f)e brook, and it containeth about thirteen acres, more or less, and it lieth on both sides of the brook and bounded Nor(th)ward by John Edward's (land) and East by the Common (land), Southwards by Samuell Mulford's land & Westward by the Bay.

And one parcel of land more, joining (a) part of it to his own addition land and to some other men's addition land (the) part of it and bounded also Eastward & Southward by Jeremiah Conckling('s) land, westward by some land that now belongeth to Thomas Osborne, Junior, but formerly it was in the possession of William Edwards, and Nor(th)ward by the highway and (the) Common (land), some part of it, and it containeth about eight acres, more or less, and was exchanged with John Osborne for land elsewhere.

Also, one parcel of land more, appertaining to Thomas Osborne('s land) as being (a) part of a third division.

Also, one parcel of land more, granted unto Thomas Osborne as (a) part of a fourth division, lying and being Nor(th)ward of the second home lots, and it containeth eight acres, more or less, and bounded by Joseph Osborne('s land) Eastward, and Richard Stratton('s) westward & Nor(th)ward by the highway & (the) present Common (land) and Southward by the second home lots which (the) said eight acres and (the) six acres the aforesaid Thomas Osborne hath exchanged with William Edward for the use of John Squire.

Also, one parcel of land more, containing three acres and thirty-seven pole(s), more or less, at the Nor(th)east end of the Town, and (was) bounded on one side by some land that was laid out for Steven Hedges and for the present in the possession of John Riche-son.

And one parcel of land more as being a fourth division, being on the Nor(th)west woodland plain, and it containeth about twenty-nine acres, more or less, and is bounded Westward by the highway and (the) Common (land) and Eastward by ().

Also, one parcel of land more, containing one acre and three quarters and twenty-two pole(s), it being two-third parts of what fell to his allotment by the award concerning Meantake & the 9 score acres, given in the year 1696, it being bound(ed) by Georgica pond or cove west and by (the) land now in the possession of the widow Elizabeth Baker Eastward, and by (the) common land North and South.

Also, one parcel of land more, belonging to Joseph Osborne, Jr., in Georgica first neck, bounded by the land of Samuel Fyler and Thomas Osborne, Jr., Northeastwardly, and by Georgica pond Northwestwardly, and by the land of Thomas Baker Southwestwardly, and the highway that goes in to the bottom of (the) said neck Southeastwardly part of (the) said land, bounded as abovesaid (and) was formerly laid * to the allotment, belonging to his father Thomas Osborne and (a) part of it he purchased of William Mulford and (a) part of it he had of the Town in exchange with the Town for his land, laid out to him in the second neck of Georgica, in the year 1701.

Since there were children of Thomas and of William Osborn living in New Haven after 1640, as their baptisms so recorded, their parents were not specially named. But it is known that all the children of the latter were born before they came to New Haven, so we assume that the young ones who were baptized there, were the children of the first. Those first mentioned, beginning with Thomas and including Joseph, were born in Ashford Kent, England, and those below in New Haven. They were:

Thomas, baptized November 24, 1622; died in East Hampton, L. I., September 25, 1712; married about 1662, Mary, daughter of Robert and Jane Bond.

Jeremiah, baptized March 20, 1625; died in New Haven, Conn., April 26, 1676; wife's Christian name was Mary who died in 1695; was in Elizabethtown, N. J., in 1665; had ten children recorded in New Haven between 1652 and 1673.

Richard, baptized July 15, 1627; buried in Ashford, Kent, England, January 20, 1629.

John baptized July 31, 1631; moved to Wainscott, L. I.; died there May 2, 1687; his wife's Christian name was Miriam; had several sons, of whom Thomas, John and Ephraim are positively proven; some of this family lived in Elizabeth, N. J.

Stephen, baptized February 24, 1634; was mentioned as brother of Joseph in a horse brand mark, in April of 1666, and moved to Elizabethtown, N. J., where he died in July, 1698; his wife was Sarah, daughter of Josiah Stanborough, of Southampton, L. I.

JOSEPH, our probable lineal ancestor.

Rebecca, baptized in New Haven, October 23, 1642; was unmarried in 1704; probably died in East Hampton thereafter.

Increase, baptized in New Haven, February 5, 1643; probably died young.

Benjamin, baptized in New Haven, January 3, 1647; died in East Hampton, "ab(ou)t 10 A.M. of February 27, 1722, aged ab(ou)t 75 years"; was a married man.

Authorities consulted: "Ancestry of Thomas Osborne, of New Haven, Conn., and East Hampton, Long Island," by Donald Lines Jacobus in *The American Genealogist*; "History of East Hampton, (L. I.)," by Henry Parson Hedges; "East Hampton Town Records"; "History of the Colony of New Haven, (Conn.)," by Edward E. Atwater; "History of the City of New Haven, (Conn.)," by Edward E. Atwater; "Records of the Colony and Plantation of New Haven, (Conn.)," by Charles J. Hoadley, M.A.; "New Haven Town Records," by Franklin Bowdith Dexter, Litt. D.; "East Hampton Town Records"; "Southampton Town Records"; "History of Elizabeth, New Jersey," by Edwin F. Hatfield, D.D.; "East Jersey Records," by William Nelson; a Connecticut genealogist's research work, and an English genealogist's research work.

JOSEPH² OSBORN, not only with his elder brother Stephen but also with his oldest brother Jeremiah, of New Haven, Conn., apparently left East Hampton, L. I., in 1666 to join a company of emigrants who went to "Achter Kol" and became the founders of the settlement of Elizabethtown on the Jersey coast.

While it was still a part of East Hampton his brother Stephen sold to Joseph on April 8, 1666, a year-old bay mare colt, "with a star (o)n the forehe(a)d and with A slitte (on) one * eare, and with A nick under the ne(a)r (ear) which * is Stephen osborne(')s (ear) mark, and shee is turned (loose) in * the woods." This seems to be all the possession Joseph owned, which he left in the care of his other brother Benjamin when he went with the moving company, as indicated by the entry of May 12, 1668:

Benjamin osborne branded A meare for his brother Joseph Osborne with A on the * Butto(c)ke, and B on the same butto(c)ke; She is A bay meare with A slit on the * eare and a nick under the neere eare, the B was set on the * butto(c)ke unknown to the owner.

Joseph's brother Stephen, who was also preparing to join the company in the moving, disposed of by sale to Richard Stratton, with the joint consent of his wife, on October 9, 1666, his entire holdings, comprising a homestead and land possessions, for twenty-eight pounds sterling. Their brother Jeremiah, who came up from New Haven to accompany the group in the change of habitation, witnessed the transaction. In signing the deed Stephen, instead of writing his name, made his mark "O," which indicates that his family name was Osborn. Ten days later the deal was consummated when Richard Stratton made his payment in full, his brothers Thomas and John witnessing it.

On settling in Elizabethtown Joseph and Jeremiah took the oath of "Al(l)eagance and Fidelity * * (to) the jurisdiction thereof, beginning, the 19th, February, 1666." Previously, on August 18, 1665, Jeremiah was a witness to the payment of the money to the Indians for the purchase of land they bargained for the town site. After that, his name does not appear among the original "Associ-

ates," which seems to indicate that he had evidently returned to New Haven.

On the acquiring of the Indian land the distribution of lot-rights followed. Joseph's name appears among thirty-three participants in "first lot-rights." His brother Stephen was among twenty-six to receive "second lot-rights."

Joseph received a warrant for one hundred and fifty acres of land, but as the returns of the survey are not on record, his several parcels of land cannot now be located. However, by the record of land boundaries it would appear that the whereabouts of his land pieces are indicated by the following: William Meeker's thirteen acres of upland, being bounded by his son Benjamin's land, Robert Bond's, and *Joseph Osborn's*; Benjamin Meeker's twenty-four acres of land, being bounded by *Joseph Osborn's* land, Robert Bond's, and "a run," and Hur Thompson's twelve acres of upland, being bounded by Leonard Headley's land, *Joseph Osborn's*, John Wilson's and a highway.

Stephen had two house lots "Lying and being in Elizabeth Towne Upon the Mill Creek," each consisting of twelve acres and twelve by ten chains, bounded on the west by a creek, on the south and east by a highway, and on the north by his brother Jeremiah's land. He sold the lots on October 13, 1689, to Joseph Wilson, one of them belonging to Jeremiah. He also owned twelve acres of upland on "the little Neck, bounded by the land of Jeremiah Peck, the land of Joseph Sayre, the land of John Woodruff, the land of Moses Thompson and a swamp"; one hundred and twenty-one acres of upland "on (the) South branch of Elizabeth Towne Creek, bounded by the lands of Nathaniel Bonnel, the land of Thomas Moore, the land of George Ross, and the branch of the creek"; also, three acres of meadow land on the creek, and twelve acres "in great Meadows at the upper end of Ferkey Creek," all in all consisting of one hundred and sixty acres.

The work of surveying the house lots and the planting lands had been performed very imperfectly, possibly by a Dutchman named Peter Wolphertson, who had been the city surveyor of New Amsterdam. The descriptions of these lots are so faulty, as recorded in the books of the province, that their locations and the bearings of their boundary lines cannot now be determined. It would indicate that the lots had been laid out before the arrival of Surveyor-General Vanquellin with Governor Philip Carteret in 1665. Circumstances had occurred that made it necessary that Vanquellin should be "sent on business to England by the Governor," and no one else was authorized to act in the manner of laying out lands. A few of the in-

habitants in consequence were put to some inconvenience, and they drew up the following paper:

We, whose names are under-written, do humbly petition unto the Governor and his Council, that we may have our land laid out unto us according to the Agreements, made by the inhabitants, and (the) consent of the Governor with them, as may more fully appear, in the Towne Records, which, if it cannot be granted, we do not see how we can possibl(y) subsist in the Towne, but shall be forced to look out somewhere else for a livelihood.

Of the seventeen signatures on the paper appear the names of Joseph and his brother Stephen. The complainants were probably in difficulties about their boundary lines. The petition is without date, but as the commission given to John Brackett is thought to have been issued in response to this petition, it must have been presented in the early part of December in 1667. The services of Brackett were only temporary, and confined most likely to the few cases of difficulty which gave rise to the petition. It is not to be concluded from this occurrence that no surveys thus far had been made, nor that the difficulty was at all general or extensive. The earliest records of surveys were made in the lost town book, as was frequently attested in subsequent years, and as was provided for by the people of Newark in their own case.

When the formal possession of New York by the Dutch, in July of 1673, was announced Elizabethtown sent a commission there to offer the town's pledged fealty. On returning home, September 7, 1678, the commission reported that they had, on the eleventh of the month, administered the oath of allegiance to the inhabitants of the several towns within the province. They rated "Elizabethtown" at "80 men, 76 of whom have taken the oath; the remainder (were) absent." The name of "Joseph Osborn and Steven Osborn" appear on the list.

In the will of Stephen Osborne, dated July 12, 1694, Joseph, being his brother and Josiah Stanborough, his brother-in-law, were named to act as overseers in assisting his son Jeremiah to carry out in the execution of his will.

Joseph was baptized in Ashford, Kent, England, December 4, 1636. He was under five years old when his father brought him with his family across the sea to live in New Haven, Conn. He was about ten years old when his father moved again, this time to East Hampton, L. I. He was about thirty years old when he married in Newark, N. J., Priscilla, the "eldest daughter" of Hugh Roberts and Mary Calkins of New London, Conn. She was born

there about 1650. As her parents were among the original settlers of Newark in 1666, she was then about sixteen. She was much younger than Joseph when she was married to him. Hatfield, in his "History of Elizabeth, N. J.," says he died in 1698.

Their children were:

John.

Joseph, living in 1707.

Mary, wife of William Strayhearne.

PRISCILLA, our probable lineal ancestress.

Samuel?

Benjamin.

Authorities consulted: "History of Elizabeth, New Jersey," by Rev. Edwin F. Hatfield, D.D.; and the research work of a New Jersey genealogist and of an English, genealogist.

PRISCILLA³ OSBORN: See the life story of John³ Cory in the Cory lineage.—Page 67.

SYNOPSIS OF THE LINE OF DESCENT

Thomas ¹ Osborn,	born	1595;	died abt.	1687;	wife,	Mary Goatley.
Joseph ²	"	1636;	" "	1698;	"	Priscilla ² Roberts.
John ³ Cory,	"	1674;	"	1722;	"	Priscilla ³ Osborn.
Elnathan ⁴	"	1704;	"	1766;	"	{ Sarah ² Simpson?
						{ Sarah ⁴ Sayre?
James ⁵	"	1736;	"	1807;	"	Martha ⁵ Carter.
Simeon ⁶	"	1774;	"	1847;	"	Rhoda ⁶ Axtell.
James ⁷	"	1801;	"	1880;	"	Susan ⁷ Mulford.

HUGH¹ ROBERTS married Mary, daughter of Hugh Calkins, at Gloucester, Mass., on November 8, 1649, she being then twenty years old. They were among the pioneers of Gloucester who founded the town on the east coast of Massachusetts, situated upon the peninsula of Cape Ann. Soon after his marriage Hugh joined with his father-in-law and other Cape Ann colonists, including Rev. Richard Blinman and Obadiah Bruen, our indirect ancestor, in moving to New London, Conn., where Hugh went into business as a tanner.

Hugh had his tannery pits, or vats, in a meadow near the entrance of Cape Ann lane. It was one of the grants he received from the New London townsmen, on October 19, 1650. In addition to it he was given, either before or after the above mentioned grant in that year, "20 A(cres of) upland (at the) scull plaine, running east and west, the westward end but(t)ing (bordering) upon (the) Poquonnuck river, and the e(a)stward end but(t)ing upon a ledge of rock, and lying betwixt the lotts of Jarvis Mudge on the south and John Coite on the nor(th)ward."

Poquannuck is the name of a small stream which runs through Groton, and enters a cove or creek of the Sound about two miles east of the Thames river. The name is also applied to the village and plain in its vicinity but is now generally written *Pequonnuck*.

Hugh received a six-acre lot for his home, next to that of his father-in-law Hugh Calkins. It was on a street to be known as New street, in the rear of the town plot, for the accommodation of the Cape Ann company. This position was designated as "beyond the brook and the ministry lot." It was carved into six-acre house lots on both sides of the narrow street, extending from the alder swamp in front to the Cedar swamp on the west, and took the name of "Cape Ann Lane." Beginning at the lower end Hugh's father-in-law had the first lot by the Lyme road, or highway to Nahantick, as it was then called, and next to his was Hugh's. As indicated by the record of "Grants and Deeds," we find that he received on March 18, 1651:

6 A(cres of) upland for (his) house lot towardses the southeast side of the fresh brooke that runnes into (what is called) close Coave,

and towards the northeast side of Hugh Calkins(') house lott, and towards the southeast side of Will(iam) Wel(l)man(')s house lott, (it) being 40 pole(s) longe and 24 pole(s) broade, and the seacond lott on New street.

From the record of January 20, 1651 we read that he was given :

(A) peece of upland before his house lott, lying betwixt the highway and the fresh creeke, yt runns into Close cove, (and) 12 A(cres of) upland (in the) * 2nd division in (the) general neck, the furthest in the fourth teere of lots betwixt Will(iam) Bartlett(')s (land) and part of (the) fort hill neere the old ground, foure score pole(s) in length west, and by nor(th) (the rest of the sentence was not finished).

The fort hill mentioned was an elevated upland ridge on the eastern border of the present parade grounds, with an abrupt projecting slope to the water side, which also caused it to be called a point. In the course of time it had been graded and rounded so as to be no longer a hill nor a point. The "old ground" was the Indians' corn planting field.

Hugh may have owned cattle as he was given, on March 18, 1651:

2 A(cres of) marsh (land), bounded (on the) northeast by (the granted land of) Hugh Calkin('s), and (on the) southeast with (the given land of) John Coit, the elder, along the side of the salt Cove as Quaganapocsett.

The correct term is *Quaganapoxet*, as it was the Indian name for the salt marshes near the mouth of its harbor. The salt marshes were mostly granted to the settlers from Gloucester as a kind of bonus to induce them to move there, and as furnishing a ready-made food for the cattle they brought with them. They are often referred to as "the marshes, given to Cape Ann men."

By the record of February 20, 1652, we read that Hugh was allowed more land to add to his possessions by giving him:

6 A(cres of) meadow (land that lie) westward of the Mistick River by the riverside and joyning to the (tract of) 4 score & 10 A(cres), given him at Mistick, (and) 1½ A(cres of) upla d lying before (next) his meado(w) on (the) nor(th)ward of it, (being) bounded on the other side with (the) land, given to (his father-in-law) Hugh Calkins, and (also to) Andrew Lester, at the Quagana-pockset marshes.

The historian says the first land grants given to the comers before 1650 had been made on a limited scale, and with reference to immediate occupation and improvement. But after that year the ideas of the planters expanded; there was an eagerness for the "spoils," a thirst for large domains, and a lavish division of farms both east and west of the river—Nahatick, and up the river toward Mohegan, three

miles out of town, that is, if be there—four or five miles, and if found at Mystic and at Pawkatuck, a little meadow, and a little marsh—with the islands, the swamps, and the ledges—till it strikes the historian's fancy that the town was playing at that ancient game, called *Give away*. In this manner we find in the subsequent records, what Hugh was getting by the following grants:

December 2, 1651, 6 A(cres of the) old ground, in the com(m)on field, lying betwixt (the) Alewife Coave for the len(g)th of it and the west end of the lotts, next (to) the great river and towards the north, (being) bounded w(i)th kempt sybadoe('s) lott, and towards the south w(i)th Mrs. Lake(')s lott, (and) 30 A(cres of) Upland at Nahanticke, lying at the head of Thomas Parke(')s lott, (and) from this lott easterly to a rock, called Pigg Rock, and from this rock southerly to the highway, yt runs betwixt Mr. Winthrop(')s land, * * * (being) bound(ed on) the southerly side of this lott (Winthrop's land).

The first farm land taken up at Nahantick was by Gov. John Winthrop. It consisted of between six and seven hundred acres, east of the bar and the *Gut of Nahantick*, including what is now Millstone Point, and extending north to the country road. Thomas Park was, by marriage, related to Rev. Blinman, as in a deed of 1653 he was called his brother-in-law. Kempt Sybada was a Dutch sea captain.

In 1652 Hugh was given from the town a piece of land:

On the westward of (the) Mistick River, (containing) 4 Score & 10 A(cres of) upland, bounded on the eastward side w(i)th the river, * upon the westward w(i)th the common (land and), upon the nor(th)ward bounded w(i)th a tree, near the foot path yt goes towards Pockstuck.

This he sold to Robert Park, as appears by an undated record. Needing more land to be added to his home lot, he applied and was granted on April 20, 1652:

2 A(cres of) upland, (near) to his house lot, (and) Also 20 A(cres of) upland (on the) east side (of) the river betwixt Hugh Calkin('s) on the south, and John Coite, Sen(io)r('s), on the north.

In December of the year four more acres of land was added to his house lot, "at the westward end of it."

By an order of February 24, 1654, Hugh Roberts, William Hough and George Chapple, each, was to:

Have a grant of some land, neere th(e) meadow, given (to) William Wel(l)man, (that is) * neere * a great plaine, (of) w(hi)ch plaine, if any part of it, (is to) fall within (its) boundes, (it) is given them, w(i)th what land (is) * (also) founde joyn-ing to it (that) may be conveniently spared, (and) a peece of up-

land, neere Goodman Waller(')s meadowe, compassed about with (a) swamp (of) 10 A(cres).

This grant of land became a bone of contention between the towns of New London and Saybrook. Despite it, the grantees tenaciously held fast to the granted possessions given them. By the record of February 25, 1666 we find that Hugh conveyed by deed to:

Samuel Chester, my part of the upland, given (me) with George Chapple and William Hough, neere * (the) meadow (that was) given (to) William Wel(l)man, and neere * (the) great plaine, which plaine, if any of it fall(s) w(i)thin the bounds of New London, is given to the persons aforesaid, (and) also 100 ackers (of) upland, where it can be found (within) 4 mile(s) of the towne.

In the land records Robert had it entered on record, March 12, 1655, a part of his homestead he had sold, as follows:

I, Hugh Roberts, sold to William Wel(l)man my house and home lott, w(i)th my orchard and garden, w(i)th a small peese of land betwixt the cart way and the brooke before my house lott, together with Twenty ackers of upland, at (the) scull plaine, lying betwixt (the) land that was given (to) Jarvise Mudge and Jno. Coite, Sen(io)r, and three ackers of meadow, Lying upon the fresh river, yt runs by (the) scull plaine, (and) also eighteen ackers (in the) 1st and (the) 2nd division(s) of upland, in the neck of (the) common field, together with my part of me(a)dowe (of) foure ackers, more or less, lying (to)wards the mill brooke, being a part of the meadowe, w(hi)ch was given (to) mee, (along) with James Morgan, Will(iam) meades and Robert Allen.

In turn William Wellman sold to him on the identical day of March 12, 1655, a parcel of land he bought of Hugh's father-in-law, described as:

Lying at Nathantick, from a marked Cedar tree, by the water side to a marked tree, upon the side of the hill, and from this marked tree easterly to * Beeby(')s sw(a)mpe, all the land betwixt this e(a)sterly Lyne, and the land yt was given to me; this land, together w(i)th (my own) all the land I had, given mee by the Townsmen, joyning together with 8 acres of meado(w)e yt he had a grant * from the townsmen, (to)warde (the) Nahantick river, or in the woodes that * way, three, of w(hi)ch lyeth at the head of (the) Nathantick River—the 8 acres specified to get where he can find it—all that land (lying) between Hugh Calkin(s') and William Ken(n)y('s), from the Nahantick river sixty pole(s) upward.

The above was probably the land referred to in the record of September 10, 1659:

I, Hugh Roberts, exchange with Will(iam) Wel(l)man my housing and land, at Nathantick as it was sould to mee, by Will(iam) Wel(l)man, whose (land) originally it was—all the upland and meadowe, as returned to mee, March 12th, 1654, w(i)th what housing is

built upon it, with the fenceing, as at this present (time), September, 16(59), set up and standing upon it, for his house and house lott, w(i)th the upland and meadowe, (and) w(i)th the orchard, garden and fenceing in and about the land.

For some reason not stated in the New London land records, Hugh reconveyed, by deed, on November 9, 1656 to his father-in-law Hugh Calkins two acres of meadow land that was originally "Goodman Calkins(')," and the meadow land that once belonged to John Coite. On the same day, he sold to William Hough four acres of meadow land that he bought of Robert Parke, which was originally Jacob Waterhouse's, "lying at (the) Fog plaine, and next to (the) meadow, on the nor(th)ward side, given to Cary Latham (by the town.)"

There were fallen tree trunks, perhaps piled up in some place, so that their barks could be stripped off and used for leather tanning process. Hugh applied for the privilege and was allowed, on May 7, 1659:

To have free liberty to cutt barke where Conveniently he can finde to tann w(i)th, being free for (either he or) any (one) to make use of the tymber, pilled (up) that is fall(e)ne.

Following is the record of the exchange of the homestead of William Wellman with Hugh Roberts, dated September 30, 1659:

William Wel(l)man, (with) his marke, to Hugh Roberts, my house and house lott, together w(i)th my orchard and Garden, (containing) 6 ackers, w(i)th a small peece of land, betwixt the highway and the brooke before the house lott, lying betwixt the house lott of Hugh Calkin('s) on the south, and (of) John Smith('s) on the nor(th)ward; and also 20 ackers upon (the) scull plaine (at the) upland betwixt (the land of) Ra(l)ph Parker and (of) William Meades; and 188 ackers of upland upon the neck that originally was Hugh Roberts('); 6 ackers of upland originally John Gadger(')s on the plaine called Gadger(')s plaine, lying and being towardses that part of (the) spring meadow in the said neck that was originally in the possession of Andrew Longdon; also two Ackers w(hi)ch (were) given me in (the) Quaganspocksett meadowe; Also halfe (of) that upland, joyning to it, lying in the Generall neck, next to Goodman Lester(')s land; also 2 ackers of meadow in Lower Mamacock; also a peece of fresh meadowe that I bought of Edward Stallon, (containing) 2 ackers that (were) originally Lothrop(')s, neere (the) fog plaine, and that quarter part on (the) meadowe, called Morg(a)n(')s Meadows; also halfe (of the same) that I bought of Peter Bletchford, lying neere t(he) Poquonock river.

Besides the above, and some parts of land Hugh owned, he sold on February 15, 1666, as recorded in the entries:

Hugh Roberts to (Samuel) Chester, 1 parcel of meadow, (which

was) originally William Wel(l)man(')s, (now) in (the) Quaganspockset Marshes, (containing) 2 ackers, lying by (the) meadow, now in the possession of John Smith; also my halfe part of (the) Meadowe and my eight(h) part of (the) Gained Meadowe, and also my halfe part of (the) upland that I bought of William Wel(l)man, (that was) originally John Elderkin(')s, joyning to the Meadowe, this Meadow, Lying towards * East of the Blackamor(e)'s hous(e), and neere unto (the) Land now in the pos(s)ession of Andrew Lester; also (the) meadow I bought of William Wel(l)man, (containing) 2 ackers, lying in the meadows by (the side of) Loer Mamacock(')s); Also my part of (the) meadowe that I bought of William Wel(l)man, (and) w(hi)ch the said Wel(l)man bought of Peter Bletchford (and which is) upon the east side of the great river Lying neere * (the) Poquonock River; also my 18 ackers (of the) upland (in) my 1st and 2nd division(s) in the Generall neck, my 1st division (be)ing betwixt (the) Alewife Coave and the westward end of the Lotts that runn towards the Great river, bound(ed on the) north w(i)th the Lott, originally (Dutch) Capt(ain) (Kempo) Sybad(a')s, and towards the south w(i)th Mrs. Lake(')s lott (of) 6 ackers, (and in the) 2nd division, 12 ackers, lying the farthest in the 1(st) teere betwixt William Bartlett(')s lott and (a) part of (the) ffort hill; also my six ackers of upland that I bought of (the) s(ai)d Wel(l)man, originally John Gadger(')s, lying upon the plaine called Ga(d)ger(')s plaine, and also lying and being towards that part of (the) spring meadow that was originally in the pos(s)ession of Andrew Longdon; also my rights in the Generall Neck; also my 30 ackers, lying on the east side of the Great river, and but(t)ing upon it betwixt the lotts of Hugh Calkin(s) on the south, and (of) John Coite on the north; also 30 ackers of upland I had of my father Hugh Calkin(s), joyneing to this my Therty (acres), lying upon the river, George Chapple(')s south and Hugh Roberts(') north.

From an undated record it is apparent that he had several tracts of land laid out that he sold to the same Samuel Chester as follows:

24 acres in (the) Generall Neck, lying in the 7th teere, 32 poale(s) broad, south and by west, bound(ed) on the east w(i)th the 6th tiar, west w(i)th Robin Hood(')s bay, (at the) water side and on the North w(i)th John Prentice(')s and William Bartlet(')s Lott(s); 12 acres neare Blackamore(')s howse, bound(ed) north w(i)th Mr. Pickett(')s land, south w(i)th (the) land originally Jno. Elderkin(')s, now in the possession of Samuell Chester, east w(i)th the Coave, (and) west with a brooke, and (a) part of foart hill; (and) 4 acres near (the) Alewife Brooke, bounded north w(i)th Mr. Robert Parke(')s, south (with) Mr. Jonathan Brewster(')s, east w(i)th the Brooke and the Coave, and west w(i)th (the) foart hill.

From another undated entry in the record, we find that William Wellman of Pequot, sold to Hugh Roberts:

A parcell of Land that I (he) bought of Hugh Callkins, lying at

Nathantick, from a marked Ceder tree by the water side to a marked tree upon the side of the hill, and from this marked tree easterly to

* Beeby(')s sw(a)mpe, (comprising) all the land betwixt this e(a)sterly lyne and the land yt was given to me; this land together w(i)th all the land I had, given mee by the Townsmen, joyning together with 8 acres of meado(w)e yt he (Hugh) had a grant of from the townsmen upwarde (the) Nahantick river or in the woodes that a way, three of w(hi)ch lyeth at the head of (the) Nathantick River—the 8 acres not specified to get where he can find it—all the land between Hugh Calkin(s') and William. Ken(n)y(')s from the Nathantick river sixty pole(s) upward.

On February 25, 16(60), Hugh sold to John Printice, as recorded in an entry :

(The) upland and meadow that I, w(i)th my father-in-law Hugh Calkin(s), bought of James Morgan, all the upland and meadowe being bounded and lying as followeth: the upland, lying on the Bay, called Robin h(oo)d(')s bay, (is) at the end of the pond seaward, (being) bounded w(i)th a runn from thence upon a lyne to the other end of the pond, (then) to a marked beach tree, by a small runn of water, and from this tree, bounded w(i)th a sw(a)mp (then) to the high way (that) leades to Nathantick, and a marked tree neere a brooke, and (so) unto the brooke, called the Beeby(')s brooke, and are bounded w(i)th a runn of water to the nor(th)ward * of Harwood(')s land and soe run(n)ing eastward by a small runn of water twenty pole(s) wide, and from thence to runn southward to a sw(a)mp and (from) the sw(a)mp to the Coave; also the meadowe—two ackers in foure parcells, (each) upon the eastward side, and by the side of (the) Uhuhiho river.

Below is the referred purchases, found in the record of 1655 without date:

James Morgan (sold) to Hugh Calkin(s) and Hugh Roberts 100 ackers of upland, more or less, lying in Robin H(oo)d(')s bay, w(hi)ch I had of the three Beeby (brothers), upon an exchange together w(hi)ch two ackers of meadowe, more or less, lying in foure p(ar)sells, upon the eastward side of Robin H(oo)d(')s bay, (and) by the river side, I say I do sell to the afores(ai)d (buyers), *etc.*, the aforesaid land, being bounded towards the south w(i)th the sea, towards the west w(i)th mr. Winthrop(')s land, towards the east, w(i)th (the) land given to Obadiah Bruen, and towards the north, w(i)th the highwaie and the common (land).

On March 30, 1664, Hugh sold to the same James Morgan:

All (his) right(s) in the Great fresh Meadowe, w(hi)ch formerly hath been made a Mill pond, with eighteen Ackers of Upland, adjoining or *Insent* thereunto, And for my reall performance and making good this, my sale of Three Quarters of the great brush meadowe, which formerly hath been made into a Mill pond, with the Eighteen ackers of upland, as aforesaid.

James Redfield, a boy under age, told "Hugh Roberts, the tanner," in April of 1662, that he had the consent of his father and mother that he may hire himself to him, as an apprentice, to learn the trade. His father died in that year.

In 1663 the town of New London was provoked by Uncas, the sachem of his tribe, who prosecuted it for payment on a part of his land, which the town had converted to its own use. He had been encouraged probably by some enemies of the town to look up his "ancient rights," which he did, and brought forward his claim that had been, heretofore, both tacitly and expressly relinquished. He maintained that the land between a bound-marked tree on the Cochikuwock brook, south to Mamacock, "was his father's land, and so (is) his," and that on the east side the town had taken in three miles of his land for which he had received no compensation; for all of which his demand was now twenty pounds in current pay, which the committee reduced to fifteen pounds sterling.

The committee by assenting to this claim exasperated the town. The inhabitants rose as one man against it. As they had repeatedly satisfied Uncas for his lands west of the river, and to the Pequot country on the east side they would not admit that he had any right whatever. A town meeting was called on October 26, 1663, to vote on the following question:

Cary Latham and Hugh Roberts are chosen, by the towne, to meet the men, chosen by (the) Court('s) order, to settle our towne('s) bounds [Oct. 6, 1663], whoe are, from the towne, to dissal(l)ow any proceedings in laying out of any boundes for us by them.

Then followed, on the fourteenth of December, another meeting in which more pacific counsels prevailed. It was agreed that the fifteen pounds should be raised by a town rate and paid to Uncas on condition that he would give a quitclaim deed for all the land within the bounds of New London. But public opinion in the town would not sustain this vote, and the rate could not be levied. The inhabitants refused also to pay the expenses of the court committee, composed of Matthew Griswold, William Walter and Thomas Minor, until enforced by an order of the court.

Sometime in the latter part of the month of January, 1664, Hugh asked his wife Mary to call on Robert Royce and collect some money due him from Royce. She called on Royce at his house and for some reason, perhaps in a piffle, Royce struck her on her mouth that caused her mechanically to bite her tongue on a side inside her cheek. For the unlooked-for attack she made a complaint in court against Royce.

Royce was summoned on February 2, 1664, to appear before the "commissioners" Obadiah Bruen and James Avery, first to explain his reason for his failure to square up his debt of thirty shillings which he owed to Hugh Roberts, and also for a debt of eighteen shillings and five pence "w(i)th all (the) * damages." And then he was remanded to stand trial the following day, "about (for) striking Goodwife Roberts."

In (an) Action, commensed by Hugh Roberts, (as) plaintiff(e), against Robert Royce, defendent, * (the commissioners) finde his debts due (to Roberts are) the one (for) 30 (shillings), (and) the other (for) 10 s(hillings and) 5 (pence), w(hi)ch wee order that he (shall) tendre pay(ment), * or (if not, then the debts are to be) (ap)pr(a)ised (in an) equiu(a)lent to wheate and p(e)ass, and (the amount to be collected) deliuered to Hugh Roberts, (including) w(i)th damage for want of his pay and loss of tyme 8 s(hillings) (and) also to (pay for) the Calling (of) the Court w(i)th other Charges (amounting to) 13 s(hillings).

On the disposal of this trial, the prosecution of Royce for striking Mary Roberts was commenced. Mary was the first to take the stand. She gave her age as being "about 34" years old and, in answer, she testified:

That she * (went) to the house of Robert Royce, (feeling) well, without (having) any hurt, but being in his home a * (short) tyme, (she) received a blowe (on her mouth) from Robert Royce, w(hi)ch occasioned a hurt (o)n (her) tong(ue), w(hi)ch caused it to swell, and (it) was very sore, w(hich) * * (had) done (her up) a weeke and foure days before the giuing * of this testimonie, * * (and) she (said she) complained of (the) blowe (to Royce) before she wo(u)ld complaine of it abroad, for (she) would not take it at his hands.

Then followed the testimony of the wife of John Smith, saying:

That Goodwife Roberts, wife of Hugh Roberts, came to (me), complaineing of a hurt she had received (to) her tong(ue), (caused) by Robert Roys (and) desire(d) my helpe, soe I looked (in) upon her tong(ue) and found it very bad, (as there was) a small gash (on it), being neere the end towards one side of it, w(hi)ch I conceiue occasioned a swelling towards the roote of the Tong(ue), w(hi)ch se(e)med to mee to be very dangerous. My fear w(as) it wo(u)ld fester inwardlie. I conceiue(d) the hurt was onely in her tong(ue), for the pall(a)t(e) of her mouth was nott downe nor (was) the *Almens* (lobes?) of her eares. I desired my Co(u)sen Joshuah Raymon also to see it, he being, at this tyme of my seacond seeing of it, (in) my preasan(ce). I also conceiued * * (the) new hurt, occasioned by Royce was some (thing) more th(a)n ordenary.

Robert Roys, being (next to follow, was) * (asked) by the Commissio(ners) whether Goodwife Roberts came to his house.

Robert Roys answered she came (being) well to his house for ought (any thing) he knew, (and) he further saith she went (out feeling) well also, from his house for ought (any thing) he knew. He was also asked whether he h(e)ard Goodwife Roberts complaine (that) she got a blowe (from him) before she went out of his house, his answer was he would neither owne it nor disowne it.

Ruth Roys (was) examined by the Commissioners whether Goodwife Roberts (was) well (when she came) to her father(')s house, she said yes for ought (any thing) she knew. They also asked whether she h(e)ard Goodwife Roberts complaine of a blo(w)e giuen her in her father(')s house. She said she did heare her say (she) had (received) a blow. She (was) also asked whether she h(e)ard Goodwife Roberts say that it was Robert Roys yt hurt her, (but no reply was given).

Samuel Rogers was next to take the stand and testified:

That Goodwife Roberts came to his house, and said she (had) c(o)me immediat(e)ly from her Vnckle Roys('). I asked her what was the matter w(i)th her to (make her) looke so bad. She said * (the) cause (of) it * (was) she had been (at) Vnckle Roys(') to demand some pay of him, and he had giuen her such a blo(w)e on the mouth as she neuer had such (the like) in her life, (and) that she was verie ill * (from) it.

In the testimony of William Measure, and of the seventeen-year-old John Bruen, they:

Say(d) That, upon a tyme, and upon a certaine day, Goodwife Roberts, wife of Hugh Roberts, being in towne, came up to the House, neere the meeting-house, (which was) William Hough(')s house, where wee were, she was well, (and nothing) ail(ed) her for ought (any thing) wee p(er)ceiued, at her first coming, and (she) went * away from us, telling us she was going to Goodman Roys('), but not long after this, the same day, she came againe, as wee conceiued trembling, telling how (it was) yt she had receiued a check (insult and was) Bu(th)er(ed); she th(e)ne * (said) yt her tong(ue) was very sore, and yt she had receiued such a blo(w)e as she neuer had in her life (before), or to yt purpose, and she said she complained of it before she came out of the house yt she had receiued a blo(w)e, to w(hi)ch Goodwife Roys said, (")is it possible that my husband (c)ould (have) str(uc)ke (her), and I not see (in) it?(')).

In the introduced testmonies, it is stated that Royce was an uncle of Robert's wife Mary. The idea of the relationship was apparently based on the marriages of Royce's children—a son and a daughter—into the family of Mary's father which does not constitute it at all that they were related. It was only as a matter of courtesy. By Mary's age, as given in her testimony, it indicates that her birthyear was 1630, or perhaps a year earlier.

Perhaps, the "commissioners" could find no valid reason for ar-

riving at satisfactory decision, or perhaps it was too complicated for them to fathom it, and rather than handle it they concluded to bind them over to the "General Court," at Hartford, in May next, as per entry on record:

Know all men by these presents, That I, Robert Roys, of New London, doe bynde myselfe in * (a) bond of one hundred poundes for my appeaiznce at the Court (to be) held at Hartford in May next, to answer the complaint of Hugh Roberts, Upon (a) susspi(c)ion of (a) hurt and wrong done to his wife. I, nehemiah Roys, doe alsoe bynde my selfe, bodie and (e)state, (a word uncertain) for the appearance of my father at the Court at Hartford in May next, as above for (the) performance heareof, we joyntly put to o(u)r hands before the Commissioners, this (the) 3(rd day) of ffebruary, 1664.—(Signed), Rob(er)t Roys (and) Nehemiah Roys.

Know all men by these presents that I, Hugh Roberts, of New London, doe bi(n)de my selfe in * (a) bond of one hundred poundes to this Commonwe(a)lth for the p(ro)secution of my complaint ag(a)en(st) Robert Roys upon (a) suspi(c)ion of (a) hurt & wrong done to my wife by him; In witness hereof, I put to my hand this, (the) 3(rd day) of ffebruary, 1664. And also that I will prosecut(e) this Action at the Court at Hartford in May next—(Signed), The marke H of Hugh Roberts.

The proceedings of the trial, as entered in the court records, are a task to read. The entries in the volume that contains the account of the trial are badly written, which renders it quite difficult to make them out. The records, it seems, were kept in a damp place for quite a stretch of years, that made the ink work its way through sides of pages, getting them badly smeared, and caused most of the sentences to be indecipherable. Though hardly readable it was managed to solve the problem as best as it could be done.

Instead of taking the matter to Hartford, the "Court of Assistants" in New London, which was also called the town superior court, took it up, on May 4, 1664, and rendered the opinion:

For (good) cause upon the Mutuall agreement of Hugh Roberts and Robert Royce to let the(i)re bonds stand in force to (the) Mi(c)h(a)el(ma)s tide Court at Hartford, in case the issue is not (decided) betwixt them before (here three short words were inserted above the line which are hardly legible) (for) them to be freed from the(ir)e bonds.

Michaelmas tide was a church feast, celebrated in old New England annually on the twenty-ninth of September, in honor of Archangel Michael. As the meeting of the General Court was to fall on the schedule, the case of Robert Royce was bound over, yet it was never called up, as no such entry was ever recorded in the proceedings. It may have been mutually settled and the case was dropped.

In pursuing our search in the miscellaneous record of 1642 and 1666, we find that Hugh was still adding to his possessions, as on July 1, 1664, by buying of Robert Allen, as per entry, in the record:

Know all men by these preasent(s) That I, Robert Allen, of New Norwi(ch), in the juresddiction of Con(n)ecticut, Doe, upon Good and Valluable Consideration, sell, Allienate, pass and make over unto Hugh Roberts, of New London, my part of meadowe of that meadowe given to James Morgan, William Meades and myselfe, Lying be(y)ond the *Glut of Tymber*. And also my part of that Land, Given to James Morgan, William Meades and myselfe, I say my fourth part of Meadowe and my Third part of upland, before mentioned. And for a more full confermation heareof, I, the said Robert Allen, doe, for myselfe, my Heires, Executors, Administrators and Assignes, Covenant, promise and Grant, to and w(i)th the aforesaid Hugh Roberts, his Heires, Executors, Administrators and Assignes, to have and to hould the meadowe and (the) upland, aforesaid, w(i)th all the priviledges and Appurten(an)ces thereto belonging foreaver, and also to use, Dispose, improve, pos(s)ess and Injoy the aforesaid meadowe and (the) upland, without (any) Let, hindrance, trouble, molestation, or objection of me, the said Robert Allen, or of any other person or persons whatsoever; witness my hand, this (the) 1st of July, 1664.—(Signed) Robert Allen.—Witnesses, Obadiah Bruen (and) Sarah Bruen.

On March 21, 166(5), Hugh sold his tract of land, near his tannery, as recorded:

Know all men by these preasents That I, Hugh Roberts, of New London, in the Juresidiction of Con(n)ecticot, Doe, for good and valuable consideration, sell, Alieanate, pass and make over unto John Smith of the same (town), all that parcell of Land, lying betwixt the highway and the brooke, before my house Lott, and betwixt the Tan Yard and John Smith(')s land, And for a more full confermation heareof, I, the said Hugh Roberts, Doe, for myself, my Heires, Administrators and Assignes, Covenant, promise and Grant, to and w(i)th the aforesaid John Smith, his Heires, executors, Administrators and Assignes, to have and to hould the aforesaid parcell of Land, more or less, w(i)th all the priviledges and Appurtenances thereto belonging forever, and also to use, Dispose, Improve, pos(s)ess and Injoy the same w(i)thout (any) lett, hindrance, trouble, molestation, or objection of me, the said Hugh Roberts, or of any other person, or persons whatsoever, by, from, or through any meanes of me, or any of myne, for confirmation heareof, I set to my hand this, (the) 21st of March, 166(5).—(Signed), Hugh Roberts.—Witness(es), Obadiah Bruen (and) Sarah Bruen.

An attempt was made to convert by sale, in March of 1665, of a part of land in the "General Neck," from one proprietor to another, which stirred up the rage of eleven proprietors, among whom was

Hugh. They signed a petition of protest and lodged it in the office of Obadiah Bruen, who was then the town clerk. Below is the content of their petition:

Wee, whose names are under-writ(t)en, (as) some of the proprietors of the land in the Generall neck, doe, this 21(st) of March, 166(5), enter (our) Caution against th(e) sale of fforty Ackers by Thomas Hongerford to Peter Bletchford, and also against any sale that Peter hath, or may make of it, and also against (the) fencing and Improvement of the aforesaid land.

Up to 1666 Hugh had been buying and exchanging land pieces but, at this time, he seemed to be making disposals of unneeded or unwanted land pieces, by sale and exchange, as indicated by the entries in the following land records:

(June 4, 1666, by sale to William Hough), a peece of fresh meadowe, that (he) had by exchang(e) (with) William Wel(l)man, (containing) two Ackers, lying, neere t(he) ffog Plaine.

(June 9, 1666, by exchange with William Meades, the) 20 ackers (of land he) bought of William Wel(l)man, lying in (the) scull plaine betwixt the Lotts of Ralph Parker and (of) William Meades, bounded towards the west w(i)th a brooke, and w(i)th the common (land) upon the westward part of it.

(July 9, 1666, William Meades, of New London), exchange(d) with Hugh Roberts (the) s(ai)d Meades(') quarter of (a) part of (the) ffresh meadow in the Great Meadowe, Lying neere * the head of (the) Mill brooke for (the) 20 ackers of upland, returned to me for my meadow.

By the vote of the town, at its meeting on January 1, 1667, Hugh was elected to succeed "Goodman Willys to gather in the towne (all over the total amount of) 40/b Rate(s)."

As early as 1665 rumors that a new settlement was to be set up on the Jersey soil, west of New York bay, were being spread. Being a good friend of Obadiah Bruen he fell in with the idea of moving there. It was probably because of the unpleasant notoriety caused by Robert Royce on his part, that he was slow to forget, or perhaps because of his dissatisfaction with his six-acre home lot, it being inconvenient and dreary, and the soil hard to cultivate. He joined with Obadiah Bruen in 1667, in signing their names to the famous "Fundamental Agreements," to get away from New London and start his life anew in Jersey. He was not the only one to leave. There were others who went to other places. Hugh's father-in-law also quitted the town and moved to Norwich, Conn. One authority says those who went away would have perhaps remained had their Cape Ann home lots been more inviting. On preparing for his departure, Hugh made a conveyance, by deed, on January 8, 1668, of the land he

sold to John Smith, as cited by the record of March 21, 1665, and the transference was witnessed by Richard Dart and John Sampson.

Apparently before leaving for the new country, a young man offered to work for him as an apprentice in return for his teaching him the process of leather tanning trade. To this Hugh agreed, and a contract was drawn up on November 19, 1667, and signed by themselves in the presence of Obadiah Bruen and his wife Sarah as their witnesses. Below is the content of the binding contract:

Know all men by these presents, That I, Barnet Smith, upon good consideration, have made Choyce of Hugh Roberts, of New London, in the Jurisdiction of Con(n)ecticot, for my Master, and Doe hereby bynde (myself) to the aforesaid Roberts, to Doe his good and faithfull service, for * (a) space of three yeares. from the day of the date hereof, and submit myself to his lawfull Commandes, not spending any of his tyme unnecessarily, w(i)thout his knowledge, leave or liberty, nor (in) any way, to wrong him in his estate('s) name or credit, but carefully preserve * (in) my p(o)w(e)re * (his) estate, and further the good of my master, aforesaid, provided (that) my Master, aforesaid, Dureing his time, allow mee comfortable Lodging, Dyet and washing, and in his tyme, teach me the trade of Tanning, and pay, or cause to be paid in Towne, to any of the marchants as my necessity may call for it, to the summe of eight pounde a yeere, for my clotheing, Deducting out of this said sum of eight pounde, whatever otherwise by mutuall agreement (as) shall, (in) any way be laide out for my use. Also, I, the said Barnet, Doe Ingage that whatever daies (my) Master allowes me for my owne use, to make good in my service, or otherwise to my Master(')s content before I goe from him for performance heareof, we Doe mutuall bynde o(u)reselves, eich to (the) other, in the bond of Therty pounde.—Witness o(u)r handes, this 19th (of) november, 1667.—(Signed) Barnet Smith (his mark and) Hugh Roberts (his mark).

On sailing with the colonists for the new land on the Jersey soil, Hugh took his family with him and located on his own brook, called "Hugh Roberts' brook," in the southeast section of Newark. Another tanner was Hans Albers who came with the colonists. He settled in the northern part of the town. They were the forerunners of the extensive leather industry of Newark. Poor Hugh! He succumbed to the vigors of the pioneer life five years later, and Albers continued his business as a tanner for many years.

Hugh was among those placed on the "List of Every Man's Estate * by the Sale(s) Men," who were, in a sense tax equalizers, for his proportional share to help pay yearly for the up-keep of the town. The value of his estate was set at four hundred and forty-six pounds but, by a "deduction" on the value, which was then two-

thirds, and the same applied to all others, he was to pay his rate on two hundred and ninety-seven pounds.

By a division of land, taking place on February 6, 1668, he was given some land * "at the Rear of his Home Lot." It was probably at the place where he resumed his old-time vocation as a tanner, doing a profitable business until his death in 1671.

It seems, by "Reason of Tide or Flood," discussed on May 7, 1668, the "Common Fence," which was proportionated in the meadow fields of the settlers, according to their "Estates and Lands," it was agreed that the fence was to be set up and maintained by the town. The fence at Hugh's lots Nos. 16 and 17, was to be "lifted" seven feet so as to prevent domestic animals from swimming over.

The meadow land that went with the town in the purchase from the Indians, had been laid out and numbered by the "sizers." All the male colonists then met on January 1, 1670, for the drawing of land tracts by turns. Hugh was the fiftieth to draw half of Lot No. 3, and Joseph Walter the fifty-fourth, to draw the other half of the lot.

At the general meeting of the twenty-seventh, a division of the upland was to be laid out, at the rate of:

Six Acres to every Hundred Pound Estate. * * * And for the Rest of the Land to make the Division, it's to lie partly within the Common Fence and the lands on th(e) Side of the Two-Mile Brook, next (to) the Town, if that will reach it, beginning at the River, and so to come Southwestward; and in like Manner it's agreed to begin with Limon's Lott, and so along with th(e) Range of Houses, next (to) the River, and so one after another, as they lye quite across the Town until they come to Hugh Roberts(') lot, for all such as are not supplied with Land, or their whole Division in the Neck, or within the Fence by the Two-Mile Brook; for which Land, it was agreed, it should be decided who should have it by the Lott—and that the order of the Lotts were first to begin next (to) Hugh Roberts('), and so onward, (to) the Two-Mile Brook.

In the fall of 1670 Hugh went up to New London, Conn., to make over to James Rogers, by sale, the homestead he had left there as appears in the entry of October 10, 1670:

Hugh Roberts, now of Neworke, in the province of New Jersie, to Mr. James Rogers, of New London, my home lot, w(i)th the building & orchard thereon, abutting upon * Towne street on the east, upon (the) Land of Mr. Dowglas(s) on the south, (and) upon the land of John Smith on the North, with two additions of Land, contayneing 6 acres adjoyneing to the home lot on the west (and) the Smith('s) on the north, upon the Commons on the West, w(i)th the Tanyard as it is now fenced, (and) with the flatts therein

contayned; These (all the) abovesaid parsells of Lands, building, & Orchard & Tannyard.—Hugh Roberts (HR, his marke).—Witness, James fitch, Jun(')r.—October 10, 1670.—James Rogers (is) to enjoy all (the) priviledges.—Witnesses, John Rogers (and) Richard Smith.

In speaking of the “land of Mr. Douglass” it seems, by the record of March of 1667, that Douglass protested because the divided fence line alongside Hugh’s land was not kept in good order, so Hugh agreed that:

The p(ar)tition fence betweene my (his) tannyard and William Douglas(s), his gras(s) plot, (that) I, and my heires, executors, or assignes, (are) to keepe and mainetaine the said fence forever.

Hugh returned home. On February 20, 1671, his signature was among the nineteen names on a petition to the town meeting, praying that they may:

Have (the) Liberty to Take up their division (in the) Bog(land), (beginning) from Hugh Roberts(') stakes and ending (at) Widow Ward('s) Meadow, and (they) Agree(ing) among themselves to Lay them out and Make their Highways, without any Charge to the Town.

In the second division of meadows, land out at the ratio of “three Acres to a Hundred Pound,” the drawing being held on the twenty-first of the month, Hugh was the forty-second to draw Lot No. 5, for his first half, and the second half went to Daniel Dodd, who was almost the last to draw.

It was the last act of his scene on earth, for he died shortly before November 17, 1671. He was buried in the little “God’s Acre” somewhere in the vicinity of Branford place that has long since been obliterated. His will dated February 26, 167(1), was the first to be entered on record in the “Newark Town Book.” It was written by Robert Treat, who was at that time the town’s clerk, and who subsequently was governor of Connecticut for fifteen years. Below are the contents of the will:

These shewing yt (I), Hugh Roberts, of the Town of Neworke, in the province of New Jersey, in America, being sick of body, but of perfect understanding and memorie, and * * * having good hopes, through (the) Grace (of God and), touching (on the) life internall, after my disease, I doe make this, my last will and testament, in manner and form following:

Imprimis, I give and bequeathe unto my Deare and loving wife Mary Roberts, the one halfe of all my goods and estate whatsoever, my just debts being first paid (by her) whom I doe make and appoint to be ye sole executrix of this, my last will and testament.

Item, my will is that the other halfe of all my goods and estate,

whether in lands, chattells, or other goods, I doe give and bequeath unto the rest of my children, unmarried, in equal portions and shares respectively—to be paid to my sonnes, at their accomplishment of one and twentie years of age, and (to) my daughters, at eighteen yeares of age. As well the child (that is) with my loving wife, now goes, withall, as those yt are now * being (in) such kinds of pay, as my wife, with yt advise of any two of her overseers, shall see meet, and, in case any of my Deare children shall Die before they come to age, to receive their portions, my will is then that his, or their portions so Dyeing, shall be my wi(f)e(')s, for the better enabling her to bring up my younger children. And concerning my eldest daughter Priscilla Osborne, the wife of Joseph Osborne, my will is that there shall * (be) paid (to) her fifty shillings, to be taken out of my whole estate, as a just Debt, to make up and compleat(e) the remainder of her portion.

Item, my will is that my eldest son Samuell Roberts and my youngest son Hugh Roberts shall be with (her) and abide as Dutif(u)ll sons to (serve) their deare mother untill they be one and twentie yeares old, at least, if she continues (my) widdow so long, but in case she sees meet to marry again before they come to th(eir) age, then my will is that, my Deare wife, with ye consent of any two of my overseers, may order and dispose of them, or enter them to trades or otherwise, as they think best for them, if they shall not be willing to live any longer with their mother. *Item*, my will is what estate my Deare wife hath left, in case it shall please the Lord (to take) her away by Death, whilst she remains a widdow, (my) just Debts and funeralling (to be) discharged, shall be disposed of amongst my children, as my overseers shall (see) most (fit) to determine. And, in case of any extraordinary loss shall (happen) or to fall (on) any part of my estate, that my will is that my children shall helpe loane their shares of any such losses with my wife.

Item, my will is to entreate and desire my respecting and beloved friends, mr. Robert Treat, Henry Lyon and Sargeant John Ward, to be * overseers for the accomplishment of this, my last will and testament, and to be helpfull to my loving wife therein, and in case of death or remov(al), to charge others, with her consent, or for ye confirmation of this, my last will and testament, above written, and (I) hereunto set my hand and seal, the twentie-fifth of February, 16(71).—(Signed), Hugh Roberts.—Signed, sealed and Delivered, in ye presence of (the) witness.—Robert Treat.

The inventory of his estate was submitted in court, on November 17, 1671, by Michael Tompkins and Thomas Johnson. His tannery establishment in New London was sold to Joseph Truman on the purchase from his estate about 1671. And his widow was married, for the second time, in Newark, N. J., in 1672, to Robert Bond, of Elizabethtown, N. J., our indirect lineal ancestor.

Hugh's children, except the last one, born in New London, Conn., were:

PRISCILLA, our lineal ancestress.

Mary, born in 1652.

Samuel, born in 1656; died in Norwich, Conn.; was a justice of the peace in New London, Conn., in 1705.

Mehitable, born in 1658.

Abial, was the wife of Moses Thompson.

Hugh, born in Newark, N. J., about 1667; died there December 8, 1738.

Authorities consulted: "History of New London, Conn.," by Francis Manwaring Caulking; "New London Records of Grants and Deeds"; "New London County Court Records"; "Narratives of Newark, (N. J.)," by David Lawrence Pierson; "Newark Town Records"; and the unprobated will.

PRISCILLA² ROBERTS: See the life story of Joseph² Osborn in the Osborn lineage.—Page 256.

SYNOPSIS OF THE LINE OF DESCENT

Hugh ¹ Roberts,	born	;	died	1670;	wife,	Mary ² Calkins.
Joseph ² Osborn,	"	1636;	"	1698;	"	Priscilla ² Roberts.
John ³ Cory,	"	1674;	"	1722;	"	Priscilla ³ Osborn.
Elnathan ⁴ "	"	1702;	"	1766;	"	{ Sarah ² Simpson?
						{ Sarah ⁴ Sayre?
James ⁵ "	"	1736;	"	1807;	"	Martha ⁵ Carter.
Simeon ⁶ "	"	1774;	"	1847;	"	Rhoda ⁶ Axtell.
James ⁷ "	"	1801;	"	1880;	"	Susan ⁷ Mulford.

HUGH¹ CALKINS was one of the men who accompanied Rev. Richard Blinman to help found the town of Gloucester, Mass. He was a Welsh husbandman who came from his home town of Chepstow, in Monmouthshire, which lies on the border of Wales. He brought with him his wife Ann and several children; and settled with the others of Mr. Blinman's party at Green's Harbor (now Marshfield), Mass. He was then about forty years of age.

Before accompanying the party there, he attended the General Court in Plymouth, Mass., on March 2, 1641, to take the oath of allegiance, being "propounded to be made free at the next court." According to our reckoning, the new arrivals must have come earlier than any vessel could have arrived for that season, which makes it probable that they came over in 1640. They then went to found the settlement of Gloucester, a town on the eastern coast of Massachusetts, situated upon the peninsula of Cape Ann.

Under the authority with which they were invested by the General Court at Boston before the town was incorporated, the commissioners there appointed eight men to manage the affairs of the plantation. One of their first ordinances, made on the "11th (of the) 9 mo. (November), 1642," was that a highway was to be laid out through the lots of "Mr. Pryer, (Walter) Tybbot and (Hugh) Calkins." This road, and another one through the town, were used by the public many years before they were formally laid out as highways. Hugh's residence was "on the neck of (the) house-lots," and he had land in various other places.

It would seem that Hugh was one of the men of importance, for he was chosen a commissioner "for ending a small cause" in 1645, and was elected to serve the town as one of the selectmen in 1644, 1645, 1646, 1647, 1648, and 1649; he was also a representative at the "General Court" at Boston, in 1650 and 1651. He remained attached to the town up to that last year when he joined with Richard Blinman, Obadiah Bruen and others in removal to New London, Conn. It seems that prior to his going there, land grants were made to him and others by the New London inhabitants on October 19, 1650. When Mr. Blinman made his appearance at the town meet-

ing there in November following, it is possible that Hugh accompanied or, perhaps, followed him in the migration.

In a record extant at Gloucester reference is made to the time "when Hugh Caulkin(s) went with the cattle to Pequot." This was doubtless in 1651, and it seems to intimate that in his moving he took the land route through the wilderness and had charge of the stock belonging to the migrating company.

Early in 1651 a street in the rear of the town plot of New London, known as New street, was carved into house lots, nine in number, of six acres each, extending on both sides of the narrow street from the Alder swamp in front to the Cedar swamp on the west, as per description found in the record of March 18, 165(1):

6 (Acres of) upland for a house lott, lying on the sou(h)west side of the fresh brooke that runs into (the) close Coave, and on the nor(th)west side of the highwaie that lyes betweene Will(iam) Ken(n)ey(')s house lott and its Fortie pole(s) longe and 24 pole(s) broade, and upon the southe(a)st side of Hugh Roberts(') lott, (it being) the first lott (o)n New street. The sw(a)mpe ground to the runn, lying at the eastward end of his house lot is also given him, the highway excepted.

By the record of April 20, 1652, he was allowed an "addition of 2 A(cres of) upland more to his house lot," and by an undated entry of the same year, he was given "4 ackers for an oxe past(u)r(e),
* * joyning to his house lott, at the westward end."

The lots accorded to the new comers were mostly in the rear of the town plot, where the position was not very inviting and the soil poor. Many of the new settlers were discouraged and moved to other towns that offered better inducements. These remarks particularly apply to that series of home lots laid out at this time through New street and northward of it. Even those who had the courage to settle down in this part of the plantation soon abandoned the land to pasturage or waste land, and found other homesteads.

At the time Hugh received the home lot he was given, on March 18, 1651:

2 A(cres of) marsh (land), begin(n)ing towards the southwest side of the Coave from Thomas Wells(') * marsh, and soe runninge towards the southwest, next to Hugh Roberts(') * marsh, w(i)th slipps running into the upland At Quaganapockset, (for the use of his cattle).

Needing more space, he obtained from Rev. Richard Blinman, by exchange, on April 12, 1656:

One acker of marsh (land), lying in Quaganapockset marsh, yt (he) had of Thomas Parke, w(hi)ch was once George Chapple(')s, lying

betweene Will(iam) Wel(l)man(')s and Will(iam) Meade(')s, for five acres of upland, bordering upon the Generall fence, (in trade for Hugh's) 6 ackers (of) upland (in) the Generall fence, (at) the ground called the oxe pasture, bounded towards the west w(i)th the highwaie, yt goes into the necke and towards the east w(i)th John Elderkin(')s land, lying betwixt the fence and (the) land given to William Ken(n)ie, on the one side and run(n)ing along by (the) sixe ackers of land of the s(ai)d Mr. Blinman, yt (he) once bought of Obadiah Bruen.

The ox pasture was on a river north of "John Winthrop's Neck." As early as 1646, the fencing of the pasture was made to receive the cattle of the planters. Hugh also bought of William Hough on November 9, 1656:

His meadowe in Quagenapockset marshes, (which is) two acres and a halfe between (the) meadow (land), given to William Meades, and (at) the head of the same meadowes.

Hugh's salt marsh land was one of those located near the harbor's mouth, which were known by the Indian name of *Quaganapoxet*. They were mostly granted to the settlers from Gloucester as a kind bonus to induce them to settle at New London, and as furnishing ready-made food for the cattle they brought with them. They were often referred to, as "the marshes, given to (the) Cape Ann men."

A division of the Poquonnuck plain, "on the east side of the Great River of Pequot, north of Mr. (John) Winthrop's lot," was made as early as 1650. The lots were laid out in sizes of twenty, thirty and forty acres to be given to the new comers. Some of them had departed, or rather disappeared from the plantation, hence forfeitures ensued. About 1651 one John Austin had departed, and his lot:

(It) being (the) first lott upon (the) Pequont plaine, (and) finding it forfe(i)t(ed), it (was) given unto Hugh Calkin(s) in l(ie)ue of the 20 Acres, yt was given him, upon (the) scull plaine.

Hugh received from the town on February 19, 1651:

30 ackers (of) upland at Nahanticke, bounded towards the west end w(i)th (the) Nahantick Coave; bounded towards the north w(i)th (the) land, given to Will(iam) Wel(l)man, and towards the south w(i)th (the) land, given (to) Thomas Mynor, and towards the (ea)st w(i)th the Common (land).

By the record of May 7, 1652, we find that Thomas Minor exchanged his:

30 acres at Nathantick, * * with Hugh Calkin(s) for (his) 20 acres at Poquonnuck, be(y)ond (the) birth plaine, (in the) 1st lot, w(hi)ch was John Austen(')s.

Sometime thereabouts he bought for his sundry possessions at Na-

hantick—ten acres from James Morgan, the land being bounded on the south by the land of John Winthrop, and on the north by Thomas Parke's; thirty acres of land from Thomas Parke, being bounded on the south by James Morgan's, and on the north by Thomas Myner's land, and thirty acres that were granted to his son-in-law Hugh Roberts:

Lying at the head of Thomas Parke(')s 30 acres, bounded on the East with Pigg Rock, and from this Rock southerly to the highway that runnes betwixt Mr. Winthrop's Land and this Lott, the Lane bounding the southerly side of this Lott.

And on February 15, 1652 Hugh was given, by a grant, the rest of the common land, at Nahantick, as:

Run(n)ing from the southward corner of (the) land, given to Hugh Roberts to the nor(th)ward corner of the Beebys(') land, and from this Corner and (a) bound-(marked) tree, it runns all along northerly to a marked tree, by a sw(a)mp side, and from this tree, it runns westerly to the southward corner of will Wel(l)man(')s land.

The above mentioned tracts were conveyed by him to his son David by a deed dated 1705. It records that the land tracts were acquired by him from the town by grants and by purchase from several owners "sundry parcels, at Nyhantick." In 1714 David proposed to divide the given estate between himself and his two sons David, who had died, and Jonathan. Whereupon Edward Palms, a townsman, lodged with the town officials his protest against the plan, for it included the taking of the highways. They were part of the land that had belonged to Hugh Roberts, given him by the town but passed on to Hugh Calkins by purchase. David Calkins had wished to convey to his son Jonathan a part of the land, together with a highway that ran:

Frome the southward corner of (the) sayd Hugh Roberts(') grant-(ed land) to the northward Corner of the Beebee (brothers') Land, and (a) bound-(marked) tree by his fencing and improveing the same, and allso by Bounding his (David's) said son Jonathan('s land) on the south, the Land of Edward Palmes, formerly belonging to John Winthrop, Esq., without Limiting the extent thereof—for, as by the above specified grant and Bounds, there Lyeth A highway
* * * frome the head of James Morgan('s) Lott, the Breadth of the same along the side of Hugh Roberts(') Lott, to the end thereof, which parts Mr. Winthrop(')s land (from) the s(ai)d Roberts(') Land (and) soe Likewise A highway from the south easte Corner of the s(ai)d Roberts(') Land to the northward Corner of Roberts(') Land, (by a) bound-(marked) tree, as per (the) s(ai)d Calkins(') record (of) Feb(ruary) 15, 1652.

Now, whereas, I, Edward Palmes, am Informed that the saide David Calkins is aboute to settle, or Convey all his s(ai)d (whole)

Farne & make the division thereof, to his three sons, *viz.*, his son David, dec(eased), his son Jonathan and his son John, and thereby, Including (the) s(ai)d highways, Belonging to our soveraigne Lady Queene Anne, of Greate Brittain, (and) I, the s(ai)d Edward Palmes, Doe, her(e)by, in her Majestie(')s behalfe, forwarne David Calkins and all others, Acting in his behalfe, not to Intermed(d)le with the said highway(s), or Lane(s), contayneing ye breadth of James Morgan(')s Lott, and allso in Length, the Extent of Hugh Roberts(') Lott, to the northward corner of the Beebees(') Land.

On that day of March 18, 1651, Hugh received from the town a home lot and was also granted:

30 A(cres of) upland eastward of (the) great river, from the Towne, at the heades of the (laid-out) Lotts, fower score pole(s) in len(g)th, and lying on the south side of Obadiah Bruen(')s Lott, a highwaie to be allowed betwixt it and the River that runs before it. (To it was added, in November of 1651), 20 A(cres of) upland (on the) east side (of the) great river south, (being) bounded by George Chapple('s lot) and north (by) Hugh Roberts('). (And in June of 1652), 10 A(cres of land were added) to his 20 (acres of land), at the heads of the lotts.

The "great river" passed opposite the town. In the early records this term, or the "Great River of Pequot," is the name uniformly used. In August of 1652 Hugh Calkins traded his:

30 acres (of land, on the) east side of the great river, at head of the (laid-out) lots, adjoining to (the) 30 acres (of land belonging to) Obadiah Bruen('s), for Edward Messenger('s) * 12 acres (of land), on the neck, (which was lot No.) 23, * * lying betwixt Obadiah Brewen('s) & Andrew Lester('s).

As indicated by an undated entry in the record of 1652, it seems to have been at the place called Wamphassock, that Hugh received it from the town:

10 A(cres of) meado(w land of which) 4 (acres) ly(e) on the eastward side of his neck (of land), & 6 (acres) on the southward end of his neck of land called wamphassock, but(t)ing (the) upland, (at) the beach, w(i)th a little peace of upland, w(i)thin this mead-o(w). (To this he added by purchase, in March of 1653, from Obadiah Bruen) 6 acres (of) upland, on (the) outside of (the) General neck, betwixt Ken(n)y('s land) and the General fence.

This "neck" was known in the subsequent records as "Hugh Calkin(')s, (lying) between (the) Mistick and (the) Pockatucke (rivers)."

Between Deputy Governor John Mason's farm and William Chesebrough's, were several necks of land extending into the Sound and being separated by creeks. A neck east of Mason's farm was allotted to Cary Latham, who later sold it to Thomas Minor. Beyond this

were two points to necks, one of them being called "a pyne neck," with a broad cove between them; these were granted to Isaac Willy, and were sold by him to Amos Richardson.

Another, still a larger neck called Wampassock, and containing five hundred and fifty acres of upland with a smaller neck adjoining, was given to Hugh Calkins:

Lying on the east of (the) land (that was) given to Cary Latham, about a myle from (the) mistick River, bounded as followeth: At a tree, marked by (a) path, upon the east side of a Coave, run(n)ing upwardes the path, *etc.*

In February of 165(4) he sold to John Winthrop his:

Neck of land, called Wamphassocke, lying about one mile be(y)ond (the) Mistick River, with all the meadow (land) except (the) 16 acres (of land) given to Amos Richardson, Wm. Nichols, Isack Willy & Thomas Parke.

On March 12, 1655, Hugh sold to William Wellman:

A parcell of land at Nathanticke, or some part of it, from a (marked) Cedar tree, by the water side, to a marked tree, upon the side of a hill, and from that marked tree easterly to the Beebye(')s sw(a)mpe, all the land betwixt this e(a)sterly line and the land that was given to Will(iam) Wellman.

In turn, Wellman transferred, by sale on that day, to Hugh's son-in-law Hugh Roberts, the parcel of land together with his own land given by the town.

During the winter of 1651-2, the common lands upon the Great Neck, consisting of all the old ground between the town and the Alewife brook, were laid out and divided by lot. The lots were arranged in tiers upon the river to the brook, and then beyond by what was called "the blackmore's river," and from thence along the Sound. These lots were for plowing and mowing, and in the rear was laid out a series of woodland lots double the size of the others, and reaching from the ox-pasture near the town to Robin Hood's bay. By the record we find that Hugh was given:

In last division of (the) generall neck, 10 A(cres) in (the) 6th tier; also 6 A(cres) in the 5th tier, (and) also 4 A(cres) east with (John) Elderkin('s), south (of) Samuel Chester('s) land).

On December 2, 1651, Hugh was granted:

13 A(cres) of (the) old ground in (the) 1st division of (the) common field betwixt (the land of) Andrew Lester and (that of) Peter Bletchforde, bounded towards the north, w(i)th (the) swamps and (the) woodland, (and) southeast, w(i)th the highwaie, yt lyes, next (to) the marshes. (And in 1652), 26 ackers of upland (in the) 2nd division between Peter Bletchford('s) land) and Andrew Lester('s), (it being) 4 score pole(s) in length, west and * nor(th).

Hugh received on the same day :

3 A(cres of) meado(w)e, lying towards the southwest side of Will(iam) Wel(l)man(')s meado(w)e, bound(ed on the) northeast w(i)th a hil(l), or (a) ledg(e) of rockes, yt lyes betweene his marsh and Will Wel(l)man(')s marsh, northeast w(i)th (a) part of his owne lott, (and) southeast w(i)th a highwaie, yt comes from Robert Hempst(ea)d(')s lott.

In 1652 the town "hath also given him a parsell of meadow, yt lyes upon pyne i(s)land, yt was originally goodman Cole(')s, being forfeited." John Cole made his first appearance before the year but quitted the town after a short stay of residence, forfeiting his grant. On the other hand his negligence of not building upon his lot, or perhaps not fencing it within six months, was probably the punishment that riled him, and he disappeared from the town.

Hugh seems to have owned, besides the above, a parcel meadow also, as the record of February 27, 1655, mentions his sale of "2 small p(ar)cells of meadow (land), upon pyne Island," to James Bemas.

The town held a meeting on August 29, 1651, for the election of two deputies to the "General Court," at Hartford. On the second ballot, "Hugh Calkin" and Thomas Minor were declared elected. Then followed the instructions of the town, as recorded in the minutes:

The Towne ha(s) sent to the Court, by the(i)re Deputys Hugh Calkin(s) & Thomas Mynor that the Towne's name may be called London. * And to know the(i)re enlargement to Pockatuck.

The instruction concerning the name of the town was no more successful than the former one had been. The general assembly, on the eleventh of September following, while it confirmed the enlargement of the bounds to the Pawkatuck river, called the town by its old name *Nameage*. It gave the power to the town's chosen men:

Mr. Stanton, Cary Lantham, Hugh Calkins, Thomas Minor and Robert Hempstead (that they may) runne (a) Lyne from the Great River, fower Mile(s) in * Behalfe of the Towne, according to (the) Court Order and Grant, and (to) view & bring in what marsh (land) more they conceave (it is) to bee, and lie (it) between ye bounds of Pequett and Wecatuckett.

A tract of waste marsh land, which generally overflowed, was given to a group of "undertakers," composed of Mr. Denison, Hugh Calkins, John Elderkin and Andrew Lester, who undertook to drain it, and were to have all the land "now under what forever." It was added that:

The undertakers have liberty to make a weare (an inclosure). They are to leave it open two nights every week, for the coming up

of the alewives. The (people of the) town (are) to have (the) freedom to take what they please at the usual place, or to buy them at the weare, at 20 alewives for a penny for their eating.

In September of 1651 Mr. Chesebrough was at Hartford endeavoring to obtain a legal title to the land he occupied. John Winthrop and the deputies from Pequot engaged that if he would place himself on the footing of an inhabitant of Pequot, he should have his land confirmed to him by a grant of the town. To this he acceded. In November a house lot was given him which, however, he never occupied. His other lands were confirmed to him by the town on January 8, 1652. The grant is recorded with the following preamble:

Whereas, Hugh Calkin(s) and Thomas Minor were appointed by the townsmen of Pequot to view, and agree, * and bound out into William Chesebrough and his two sons Samuel and Nathaniel, according to a covenant formerly made by Mr. Winthrop, Hugh Calkin(s) and Thomas Minor, with William Chesebrough at Hartford, to allow them a comfortable, convenient subsistence of land, we do all agree as followeth:—We, Hugh Calkin(s) and Thomas Minor, have bounded out 300 acres more or less, &c.

After describing the bounds of the tract which lay on the salt water, covering what is now Stonington Borough, it is added, "the said land doth fully satisfy William Chesebrough and his sons." This grant was nevertheless liberally enlarged afterward. In the town book is a memorandum of the full amount given to him alone before the separation of the towns—"uplands, 2,299 acres;—meadows, 63 $\frac{1}{4}$."

Some unpleasantness seemed to have existed between the New Englanders and the Dutch of New Netherland. The commissioners of the united colonies met in session at Boston in May of 1653, to "consider what number of souldgers (soldiers) might bee requisite, if God (should) call the Collonyes to make warr against the Dutch, & concluded that five hundred (men) for the first expedition should bee the number out of the foure Jurisdictiones," and apportioned this number to the several colonies as follows; to Massachusetts, 333; Plymouth, 60; Connecticut, 65; and New Haven, 42. Consequently, the general assembly at Hartford on the twenty-first of the month, decreed that "there shall be a Committee in each Towne in this jurisdiction, with whom the Constable of each Towne, shall take their (its) advice in the pressing of men for this present expedition," and named men to be on the committee for such towns the general assembly mentioned. And "the names of the Committee for Pequett (were) Mr. Winthropp [if at home], Capt. Denison, Goodman) Calking and the Constables."

At a town meeting of August 28, 1654, an interesting movement

was made in regard to Pawcatuck:

It was voated and agreed that three or foure men should be chosen unto three of Pockatucke and Misticke to debate, reason and conclude whether Misticke and Pockatucke shall be a town, and upon what termes; and to determine the case in no other way, but in a way of love and reason and not by voate, To which end these Seaven (men) Mr. Winthrop, Goodman Calkin(s), Cary Latham, Goodman Elderkin, Mr. Robert Parke, Goodman Chesebrooke and Captain George Denison were chosen by the major part of the towne, and soe to act.

No separation of these sister settlements from Pequot was effected at this time; their struggles to break loose and form an independent township were henceforth unremitting.

The commissioners of the united colonies, at their meeting in September of 1654, resolved upon war with Ninigret, the Indian chieftain, and ordered forty horsemen and two hundred and fifty foot soldiers to be forthwith levied from the several colonies. Of these, Massachusetts colony was to provide the forty horsemen and 153 foot soldiers; Connecticut colony, 45; Plymouth colony, 41 and New Haven colony, 31. A part of this force was to be despatched with all possible speed to the Niantic country, and the remainder to hold themselves in readiness to march upon notice from the commander-in-chief,—the selection of whom was conceded by the Connecticut commissioners to Massachusetts. On October 3, 1654, it was ordered that the men to be on:

The Committee chosen by this (Connecticut) Courte to press men necessary in each Towne, for this expedityon, in each Towne till it bee ended, * for Pequett, Capt. Denison & Hugh Calkin(s), with the Constable.

Three places in New London were fortified,—the mill, the meeting-house, and the house of Hugh Calkins, which stood at the lower end of the town near the entrance of Cape Ann lane. The inhabitants were divided into three squadrons and, in case of an alarm, Sergeant Minor's squadron was to repair to Hugh Calkins' house; Captain Denison's to the meeting-house, and Lieut. Smith's to the mill.

The order for a town meeting was to be given by the constable, who, in turn, was to give notice to the warner and the drummer. The warner was to leave a summons at every house, and the drummer, to beat thumpings on his drum half an hour before the time for business, and if a constable, two townsmen and fifteen inhabitants appeared, it was a legal meeting. The two meetings mentioned below were thus called according to the entries in the record:

(June 20, 1655), Mr. Brewster, Mr. Stanton and Hugh Calkin(s)

(are) to make a list of the state of the towne and the inhabitants, and to make the Country rate of Twenty pounds. (And on August the 28th), the Towne having nominated and chosen Goodman Chesebrooke, Obadiah Bruen and Hugh Calkin(s), who (are) to pr(e)sent to the Court (the Town's) desire that they may have power, together with Mr. Winthrop and Captain Den(n)ison, or any three of them for the ending of small causes in the town.

This petition was not granted, and the inhabitants were obliged for some time longer to carry their law cases to Hartford for adjudication.

(On June 15, 1659), the Gouvernor(')s Worsh(i)p broached (appeared) before the General Court, manifesting his desire to this Court, (for) a tract of Land at the head of Pocatanack Coue, to ye furtheranc(e) of a Plantat(io)n at Quinibauge, The Court haueing heard and considered the sayd request, haue answered it to ye number of 1500 Acres, vppon the Fresh Riuer, together with ye Royalty and propriety of the Riuer, in case it may not be pr(ej)udi(c)iall to any Plantation, nor take in about 150 Acres of Meadow. (To which) this Court doth hereby manifest (its) acceptance of the inhabitants of Quinibaug, vnd(e)r this Gouvernm(en)t, if they desire(d) the same. (The court then appointed) Deacon Caulkin(s), James Morgan (and) James Avery * to lay out ye Gouvernor's land.

The swamps around New London were infested to an unusual degree with dangerous animals. Though an act of the General Court at Hartford had ordered every town to pay a bounty of fifteen shillings for the killing of a wolf within its bounds, New London had always paid twenty shillings. On every side of the plantation, these animals abounded. The bounty paid to Hugh Calkins was four pounds for killing four wolves at Nahantick in the year 1660. The terror caused by the wild beasts was a great drawback on the wool-growing interest, which was then of more importance to the farmers than at the present day.

Hugh was a member of the council, as on February 25, 1660:

The towne, at a publike meeting, hath made Choyce of Obadiah Bruen, Hugh Calkin(s), James Rogers, James Avery and William Nicolls, (as) selectmen to order the prudentiall affaires of the said Towne.

By conferring on them the power, they prepared outlined duties for the various town officers to perform, according to the usage of the time, as prescribed in two whole pages of record entered in a book.

He was still a selectman when he was desired by the town to serve on a committee with the same men to devise a better method of recording entries when a new book was obtained. At their meeting as selectmen, on February 6, 1661, they agreed on the suggestion that the needed book should include "the set(t)ling, perfecting and faire-

ly Recording of all Recordes, for the Town(')s' reference, whenever the occasion should arise, and that it should remain in the recorder's office for posterity. It also:

Shall be (the) Towne book, w(i)th * Alphabet(ical letters, opposite to each item, showing) wherein all Acts (that are) passed, (and) orders or agreements concluded * (at) the Towne meetings, (including what) is not yet faire(ly) Drawn (up), shall be hereafter Recorded, whether (in the) past or to come. (And) for the effecting heereof, (it was) agree(d) that all the old bookes of Recordes shall be (looked into, for selecting) * what is material(y most important, and) conduc(iv)e to the public good, to be * drawn into (the) book. * * And also all such orders, or Lawes that come from the Court booke shall be fairely Recorded, * (for the benefit of any one, who can use) the Alphabetticall (index), * * For all which, as before exprest, (are) fairely Recorded, and as yet not paid for, shall have six pence paid him (the Recorder) out of the Towne rate, or Rates, by such, or any, as are chosen by the Towne to Dispose of the Rates.

The articles of agreement made with Rev. Gershom Bulkeley for his service as the town's minister, were drawn up and signed by Hugh and his fellow selectmen, representing the town. The closing paragraph of the agreement is binding, that:

After the Lord hath brought and set(t)led Mr. Buckley amongst us (and) if (it) pleas(es him) to take him away by Death from us, his wife and children are to have given them, and paid them, the full and just sume of sixty poundes sterling, by the Towne of New London, (a)for(e)said, in Consideration That the said Towne is to repossess the house and Lott Appoynted for the ministry, as aforesaid. (As to) all w(hi)ch Articles, both parties (are agreed to have them) performed, (and) the said parties to those presents have subscribed, this 12th day of April, 1661.

A barn had long been used for a church, as is gleaned from the county records of some fifteen or eighteen years later. William Rogers, the owner of the building, had returned to Boston, and on his death the heirs of his estate claimed that the rent had not been fully paid, and Hugh Calkins, who had been the town's surety, then a proprietor in Norwich, Conn., found himself suddenly served with a writ from Mr. Leake, a Boston attorney, for three pounds and ten shillings, the amount of the debt. He accordingly satisfied the demand, and then applied to the town for redress. The obligation being acknowledged, a vote was passed to indemnify the surety, as appears by an entry in the record of February 27, 1673:

Upon demand made by Hugh Calkin(s) for money due to Mr. Leake, of Boston, for improvement of a barn of Goodman Rogers, which (the) said Calkin(s) stood engaged for to pay, this town doth

promise to pay one barrel of pork to (the) said Calkin(s) some time the next winter.

The barn was the first house of worship in the plantation, and stood in a noble and conspicuous situation on what was then called the "Meeting-house Hill." It was on the house lot of Robert Parke, who, in turn, sold it in 1652 to William Rogers, from Boston.

Hugh dwelt at New London about ten years, and during that period was twelve times chosen deputy to the General Court, at Hartford, Conn., to represent that town from May 20, 1652 to May 17, 1660, the elections being semi-annual; and he was one of the town's elected townsmen from 1652 to 1660, inclusive.

In the latter year he severed himself from the town ties by moving to Norwich, Conn., with a company of proprietors, for a new change in life. Together with his son John he sold, on February 8, 1660, to:

William Douglas, a house and barne, house lot, and two gras(s) plotts, exempting a small peece of the nor(th)west end of the grass plotts, returned and laid out to Hugh Roberts before the sale heareof, (the) s(ai)d Douglas, (is) to make good the fence betwixt the grass plotts and William Nicolls, his land, together with three ackers of meadow; our housing and house lot (of) sixe Ackers. (in the) first lott, (o)n new street, the southeastward side, (being) bounded w(i)th the highway and (the) Common (land), and the nort(h)-west side, w(i)th Hugh Roberts(') land, together w(i)th an addition, by Two gran(t)s of 6 ackers more, joyning to the southwestward end of this house lott, the northwestward end, bounded w(i)th a highway, run(n)ing betwixt it and the Gras(s) plotts, w(hi)ch are bounded also w(i)th a fresh runn of water and Goodman Nicoll(')s, his lot; also 3 ackers of meadow, two of w(hi)ch * was originally Hugh Roberts('), lying in (the) Quaganapockset marshes, bounded towards the northeast, w(i)th (a) meadowe, originally Hugh Calkins('), upon the southeast w(i)th Jno. Coite('s land) along by the side of the salt Coave, (and) the other Acker, originally Georg(e) Chapple('s), lying betwixt (the) Marsh (land), originally given to William Meades and (to) William Wel(l)man in (the) Quaganpockets Marshes.

Following is the drawing up of an agreement for an entry on record, February 8, 1660, binding his payment:

(I), William Douglas, doe acknowledge myself in debt to Hugh Calkin(s), and also to John Calkin(s), sonne of the said Calkin(s), in the full and just s(u)m of sixty-two powndes st(e)rling, for housing and land I bought of them. (I) promise and inga(g)e to pay, or cause to be paid, to the said Hugh and John Calkin(s), or their Assignes, at James Rogers, his house, in New London, or elsewhere.—12£ of which six pounds (is to be paid) to Hugh in wheat,

pease and porke, *etc.*

Hugh also disposed of by sale one of his holdings on February 20, 1660, to Andrew Lester, his:

26 ackers (of) upland, (in) my seacond division, in the General neck, lying in the third teere, betwixt (the) land given to Peter Bletchford and (to) Andrew Lester, 4 score pole(s) in length, westward and by nor(th), (the) highways exempt. (And to the same purchaser, on November 18, 1663, his) part of the gained meadowe, lying neere the Gut, in (the) Quaganapockset Marshes. (On May 9, 1660, he sold to John Smith) 2½ ackers of meadowe, lying in (the) Quaganapockset marshes, and betwixt (the) meadowe, given (to) Will(iam) Meades, and the head of the pond in the same meadowe, being the meadowe I bought of Will(iam) Hough.

The Norwich town plot for the settlement was laid out among the windings of a pleasant vale, bordered by the rapid circuitous Yantic river, and overlooked by ridges of hills. The home lots comprised a strip, several acres in breadth, on each side of the Yantic river, being mostly *river lands*, and each consisting of a certain portion of meadow and pasture land. As these lots were afterwards registered the names of the thirty-five proprietors were given, and the order of their locations can be pretty nearly ascertained. Beginning at the northwest extremity of the town plat, we find among them in the settlement the six-acre home lots of Hugh, his son John and his son-in-law Jonathan Royce.

In October of 1661, the election of the first deputies to the Hartford general assembly was held, but apparently Hugh was not a successful candidate until 1663, when he attended the assembly as its deputy for the first time on the eleventh of May, and continued his service annually till October 12, 1671. From being a lifelong incumbent, it seems he was found to be competent and faithful, enjoying the same confidence that was reposed in him by his former townsmen of New London.

In the latter year he was appointed by the town as one of the four commissioners, and the following year, he was elected with Simeon Huntington as townsmen. It is an odd fact that the term "townsmen" was afterwards called overseers and selectmen, and varied in number, though seldom more than four were chosen. He was also one of the first deacons of the town church. It is inferred, from the various offices he held that he was a man of sound discretion and considerable experience and activity.

It seems there was some dispute as to the right laying-out for a highway through Andrew Lester's meadows, which brought no agreement among the near-by proprietors. Hugh was called from

Norwich by the court, and with another man, they were given the authority to select a proper course for the roadway to the satisfaction of the disputants. Below is the problem they submitted:

Wee, (by our) under-written (names), being appoynted by the Court, now sit(t)ing in New London, the Twenty-seacond of September, 1666, (whose instruction was) That wee should goe and rectifie the highway that belongs to the meadowes by (the side of) Goodman Lester(')s (land), (it) being in Controversie between the proprietors of the meadowes, and Goodman Lester (and we) have done as followes, that is to say, wee have laid out the highway from the neck that leades from the ffatts, upon a straight Lyne, above the head of Joseph Coit(')s me(a)dowe to the railed (fence), w(hi)ch runn(s) up from William Ken(n)y(')s meadow through Goodman Lester(')s upland, w(hi)ch (the) highway is laid about Two pole(s) broade, and be(y)ond the railles the Common land is left for a highway, w(i)th (the) marked trees for the rest of the meadowes ffurther; wee have ordered the highway that goes to William Douglas, his meadowe, shall goe from the highway that leades from the Neck, to goe upon the upland to the highway, w(hi)ch ha(s) beene formerly made use of, turning out on the lefthand, at the head of the Coave, f(a)rther than the upland that lyeth between William Douglas, his highway, and Joseph Coite(')s Meadow, in Goodman Lester(')s. (Signed)—The marke of Hugh Calkin(s), (and) the marke of John Stibbens.

A controversy arose between the town of New London and of Saybrook regarding lands that both these towns claimed. In the last week of February of 1672, the original settlers were called to testify in court. Hugh was called from Norwich, and in a deposition he gave his age as "72 years or thereabouts," and testified:

That he (thought of) coming to live at Pequot, conceiving that some Considerable parcell of Meadow, Lying Towardes (the town of) seabrook, over (the) Nahantick River, belong(ing) to (the town of) Pequot, but afterwards understanding that it fell into (the) seabrook bounds, upon this we ad(d)res(sed) ourselves to the Court, (because of) the Court (having) granted an Easterly line from Mr. Winthrop(')s Point to (the) Pauquatuck River, if there not (be) above four hundred acres of Meadow, and to his best Remembrance; Goodman Marvin and Goodman Lep(p)ingwell were appointed to view the Meadow, and they found it to be under four hundred Acres, and wee concluded that (the river) Pauquatuck was ours, (so) we ran a line from New street towardes (the) Nahantick (river) four mile(s), and to his best Remembrance, we mark(ed) a tree, which was beyond the fort, but as for (the) seabrook bounds, he knows nothing of them, and further saith not. Hugh Calkins Adds further that, to his bestt Remembrance, they r(a)nn foure mile(s) from new street towards Nihanticke, after their Returne from (the) Paketuck (river).

A new meeting-house was contracted for to be built in 1673, to replace the first rough-hewn edifice that did not satisfy the demands of the growing town. The site fixed upon for the building was at the summit of the town hill towering over the "Green," and looking east and west toward the ends of the town plot. The country was, at that period, in a disturbed condition, the Dutch at New Amsterdam having assumed a threatening attitude, and several of the larger Indian tribes appearing surly and vindictive. It was the prudence and foresight of Hugh Calkins and his fellow building-committeemen that led them to select for the meeting-house an appropriate site, to serve as a watch tower, an arsenal, and a garrison post, as well as a house of worship. It was completed in the course of two years.

It does not appear that Hugh ever resided in Saybrook, Conn., though he must have been there at the gathering of the church, which accompanied Rev. James Fitch to the new plantation, as he was chosen one of its deacons. Though an illiterate man himself, his sons appear to have been well-educated for that period. It is a singular fact that neither he nor Thomas Adgate, the two deacons of the minister's church, could write. They invariably affixed a mark instead of a handwriting to their documents. Having had no early education, Hugh uniformly made a bold "H" for his signature.

At each of the three towns in which he was an early settler and proprietor, he was largely employed in the public business, being usually appointed one of committees for consultation for fortifying, drafting soldiers, settling difficulties, and particularly for surveying lands and determining boundaries. These offices imply a considerable range of information as well as activity and executive talent, despite the indication of his illiteracy.

His name "Calkin," in the early records, is most frequently written, and sometimes "Caulkin"; the terminal letter "s" of his name is never used. "Deacon Caulkin," as he was affectionately called, died about 1690, at the age of ninety years, leaving "his accommodation in Norwich" to his grandson Hugh, oldest son of John.

In a deed of gift he made while living in Norwich in 1678, he conveyed to William Douglass three land pieces in the "General Neck," at New London. As enumerated in the land record they were:

10 acres, (in the) 6th teare, 20 pole(s) broad, south & by west, (and) 8 pole(s) in length west & by north, his highways excepted, (bounded on the) north w(i)th Andrew Lester('s land and) south w(i)th Peter Blachford('s); 6 acres (in the) 5th teare, 12 pole(s) broad, south and by west, (and) 80 pole(s in) length west & by

nor(th), bounded by John Lewes(') * lot on (the) north, and south by John Gadger('s); (and) 4 acres w(hi)ch is added to the 5th teare, bounded (on the) east w(i)th John Elderkin('s) his nor(th)-ward marke of his fower acres, (and) south w(i)th the Samuell Chester(')s marked tree.

They were the laid-out tracts given to him by the town as early as 1652. Douglass married granddaughter of Hugh but was not otherwise related to him, though he called him his "nephew." Below is the copy of his deed:

This may certifie that I, Hugh Calkin(s), doe Give unto my Nephew William Dowglas three parcells of land, belonging to my howse (that) I sold to Mr. Dowgles, which is to say the parcels (are) in the Neck.

In a deposition made in 1672 he stated that he was then seventy-two years of age, which indicates that the year 1600 may, therefore, be taken as the date of his birth. His six children have been traced, four of whom were probably born before his emigration to this country. He is supposed to be the progenitor of most, if not of all, who bear the name in the United States.

His children were:

Sarah, born in Monmouthshire, England; was married at Gloucester, Mass., October 28, 1645, to William Hough, later of New London, Conn.

MARY, our lineal ancestress.

John, born in Monmouthshire, England, about 1634; died in Norwich, Conn., January 8, 1703; married Sarah, daughter of Robert Royce in New London, Conn.

David, died in New London, Conn., November 23, 1717; married Mary, daughter of Thomas Bliss, of Norwich, Conn. He inherited his father's farm, at Nahantick.

Rebecca, died in Gloucester, Mass., March 14, 1651.

Deborah, born in Gloucester, Mass., March 18, 1644; was married, in March of 1661, to Jonathan, son of Robert Royce and Elizabeth Rice.

Authorities consulted: "Calkin Family Records," by Minnie L. Owen, in the *Nebraska and MidWest Genealogical Records*; "History of the Town of Gloucester, (Mass.)," by John J. Babson; "History of New London, Conn.," by Frances Manwaring Caulking; "History of Norwich, Connecticut," by Miss Frances Manwaring Calkins; and "Colonial Records of Connecticut, 1636-1665," by J. Hammond Trumull.

MARY² CALKINS: See the life story of Hugh¹ Roberts in the Roberts lineage,—Page 260.

 SYNOPSIS OF THE LINE OF DESCENT

Hugh ¹ Calkins,	born	1600;	died	1690;	wife.	
Hugh ¹ Roberts,	"	;	"	1670;	"	Mary ² Calkins.
Joseph ² Osborn,	"	1636;	"	;	"	Priscilla ² Roberts.
John ³ Cory,	"	1674;	"	1722;	"	Priscilla ³ Osborn.
Elnathan ⁴ "	"	1702;	"	1766;	"	{ Sarah ² Simpson?
						{ Sarah ⁴ Sayre?
James ⁵ "	"	1736;	"	1807;	"	Martha ⁵ Carter.
Simeon ⁶ "	"	1774;	"	1847;	"	Rhoda ⁶ Axtell.
James ⁷ "	"	1801;	"	1880;	"	Susan ⁷ Mulford.

ALEXANDER¹ SIMPSON was probably married, for the first time, in the Dutch Reformed church, in Flatbush, Long Island, February 29, 1690, to Jonica, or Jannetje Stevense, the only daughter in the family of eight sons of Steven Coerte Van Voorhees, of Flatlands, L. I., he being her second husband. Flatbush is now a part of Brooklyn. Jannetje was born in Flatlands, L. I., in 1658. Her first husband was Jan Martense Schenck, and she was the mother of his nine children.

Alexander seems to have been a farmer as in his will he calls himself "husbandman," and he was a resident of Amersfoort, which is also called Flatlands, a village near Flatbush. No record of his emigration is disclosed. His name is also spelled in the records, as *Simson* and *Sympson*. He is not named in the Amersfoort census of 1676, nor in that of 1683, but in 1692 he was on grand jury duty in Kings county, as per record of the Court of Sessions. In a deed made on November 28, 1693, and recorded on March 7, 1694, Albert Albertson sold a plot of ground in Flatlands, which was bounded on the east by the property of Alexander Simpson.

On May 8, 1694, Alexander and others conveyed seventy-six acres of "all that piece, or parcel of land, lying in the town of Flatlands," to Gerret Coerte Voorhees, son of his brother-in-law Coerte Stevense. In May of 1697 the names of "Alexander Sympson and his wife Jonica" appear in three deeds. Eight pieces of land were involved, all being in Flatlands, and apparently all this property had formerly belonged to Stevens Coerte Van Voorhees, the lately deceased father of Jonica. It should be remarked that Alexander always made his mark on the documents, which indicates that he was evidently without much education.

He resided in Flatlands at the time of the census of 1698, under the name of "Alexander Simson," being recorded as "English born." In his household there were three women and six children, but no apprentices or slaves. It is not possible to determine the names of the members of his household. There is nothing to show that the six children were his. All of them might have been there before his marriage in 1690.

On September 7, 1709, banns were published in the Dutch Reformed church of New York City for his second marriage. His first wife had died, but the date of her death is unknown. On the tenth of the month, he being called a "widower from New Amersfoort," married "Metthe Lie, a widow from London, in Old England." This marriage was also recorded in the Flatbush Dutch Reformed church register from which it is learned, in addition, that the new wife was Martha Lee, the widow of Thomas Rodgers.

Alexander may have lived in Flatlands as late as 1710, and then moved thereabouts to Staten Island, settling probably near the south shore. His name does not appear on the Staten Island records except in 1715, when the militia of the province of New York was much expanded in anticipation of an invasion of Canada. The roll of Captain James Poillon's company in Richmond county, New York, shows as privates, "Alexander Simpson and John Simpson," possibly father and son.

On June 12, 1716, the Staten Island Dutch Reformed church records shows the baptism of "Sande Semson Syn Doghter genaemt," "Jan Simson" and his wife being witnesses. In January of 1719, a daughter of Alexander and Martha (Lee) Simpson was baptized in the New York Dutch Reformed church.

The will of "Alexander Simson," of Staten Island, was drawn up on September 5, 1713, he "being very sick and weak in body," but he probably lived for some years more, as the will was not probated until September 28, 1721. To his wife Martha, he left "the sum of (), or the full Third Part of all my Lands, Meadows and Mill, as it shall be Appraized by Two or Three honest Men." The remaining two-thirds of the property were to be divided into three equal parts, of which two were to go to his son John, and "Daughter Sarah Simpson shall have the one full third part of the price of the Remaining two-thirds of my Lands, meadow and mill, with the half part of my pewter potts and kettles." The widow was also to have "my negro boy." Alexander signed the will with his mark. He named his wife Martha as his executrix.

On the same day he drew up the will he made a codicil. By this, he directed that the widow shall have two cows, half of the sheep, half of the hogs, and "after the first payment" of the price of her third of the estate, she was to leave the son John in possession of it, and he was to give a bond to the widow for the remainder of her share. The codicil also directed that the son John should have two horses, a mare, a colt, a cow, three calves, the plow, a wagon "and tackling thereto," and half of the sheep and hogs. The daughter

Sarah received by the codicil, "one cow and one calf." Letters testamentary were granted to his widow.

The widow was married again. On June 26, 1723, in the Dutch Reformed Church, in New York City, she took, as her husband, James Sibbit, called "a widower from London." Martha was called "Martha Lie, widow (of) Alexander Simpson, of New York," and both parties were entered as "living here" in New York.

There is some uncertainty about the number, ages and names of the children of Alexander. In his will he names only John and Sarah. The only baptism in his family on record was a daughter Jannetje, being baptized on January 28, 1719, in New York City. The witnesses were James and Justina Lee, perhaps the infant's grandparents.

By his first wife Alexander's children were:

John, born in Flatlands, L. I., sometime between 1691 and 1695; died in New Providence, N. J., July 10, 1773; his wife's Christian name was Magdalene.

SARAH, our probable lineal ancestress.

By his second wife his children were:

Tabitha, baptized at Staten Island, June 12, 1716; was married in New York, July 8, 1736, to William Heyer.

Jannetje, baptized in New York, January 28, 1719.

Authorities consulted: "Early Settlers of Kings County, N. Y.," by Teunis G. Bergen; "Ancestry of Major Wm. Roe Van Voorhis," by Elias William Van Voorhis; "Documentary History of New York," by Edward Bailey O'Callaghan, M. D., L. L. D.; "Kings County Deeds," in the *New York Genealogical and Biographical Record*; "Abstracts of New York Wills," in the *New York Historical Society Collections*; "Flatbush Church Records," in the *Holland Society Year Book*; "Historical and Genealogical Miscellany," by John E. Stillwell, M. D.; "Military Rolls," in the *Report of New York State Historian*; "New York Dutch Church Marriages"; "New York Dutch Church Baptisms"; "Records of the Surrogate of New York County"; "First Settlers of Passaic Valley, (N. J.)," by John Littel; research work by a New York genealogist, and by a New Jersey genealogist.

SARAH² SIMPSON: See the life story of Elnathan⁴ Cory in the Cory lineage.—Page 81.

SYNOPSIS OF THE LINE OF DESCENT

Alexander ¹ Simpson?	born		; died	1721;	wife,	Jannetje ² Van Voorhees.
Elnathan ⁴ Cory,	"	1702;	"	1766;	"	Sarah ² Simpson?
James ⁵	"	1736;	"	1807;	"	Martha ⁵ Carter.
Simeon ⁶	"	1774;	"	1847;	"	Rhoda ⁶ Axtell.
James ⁷	"	1801;	"	1880;	"	Susan ⁷ Mulford.

STEVEN COERTE¹ VAN VOORHEES, or Steven Koers as written by himself, was born at the home of his father Steven Alberts in front of the village of Hees, or Hise, near the town of Ruinen, in the province of Drentha, in the Netherlands, in the year 1600.

His Dutch name *Van Voorhees* in English is "from before Hees," *Van* meaning "from," and *Voor* "before," or "in front of," and *Hees*, being a small village about a quarter of a mile south of the town of Ruinen, in the province of Drenthe, Holland, which contained in 1660, nine houses, and about fifty residents. Ruinen was a flourishing town in that year, containing at the time, with its suburbs, nineteen hundred and seventy-six inhabitants.

The earliest member of the family of whom there is any definite information, is COERT ALBERTS, of Voorhees, the father of the emigrant ancestor, and from the fact of his second name being Albert, with the terminal letter "s," meaning "son of," we know that his father's first name must have been Albert, and the father's children were:

STEVEN ALBERTS, our indirect lineal ancestor.

Hendrick Alberts, of Twyel, Holland; was living in 1684; had five children.

Luytgen Alberts, of Hackes Welt, Holland; was living in 1684; had a child.

Jan Alberts, of Heffelying, Holland; died prior to 1684; had a daughter who was married in 1684.

Hilbert Alberts, of Voorhees, Holland; died prior to 1684; had two sons and a daughter.

Wesval Alberts, of Amsterdam, Holland, died prior to 1684; had a son Jan Wesvel, and a daughter, who was married in 1684 and resided at Amsterdam.

Gertien Alberts, of Oshaer by Veghten, Holland; was living in 1684; had children.

Merghin Alberts, of Voorhees, Holland, was married to Jan Mewus of the Hught, who died prior to 1684; had her home with her daughter and son-in-law at the Hught.

Steven Coerte had a wife whose name is unknown, whom he married in Holland and who bore him all his children. In April of 1660 he emigrated to America with his family, except his daughters Hen-

drickjen and Merghin, in the ship *Bontekoe* (Spotted Cow), under the command of Capt. Pieter Lucassen. He purchased, on the twenty-ninth of November in that year, from Cornelius Dircksen Hoogland, nine morgens of corn land, seven morgens of woodland, ten morgens of plain land, and five morgens of salt meadow in Flatlands, L. I., for three thousand guilders; also a house and a house plot, lying in the village of "Amesfoort en Bergen" (Flatlands), with the brewery and all the brewing apparatus, kettle-house and casks, with the appurtenances, as found in the Flatbush Town Records.

His wife having died, he married again prior to 1677, on Long Island, Willemie Roelofse Seubering, daughter of Roelof Seubering. They were members of the Dutch Reformed Church of Flatlands in 1677. His name appears on the assessment rolls of Flatlands of 1675 and 1683, as a Magistrate in 1664, and on a Patent of 1667. He died on February 16, 1684, his will being dated August 25, 1677, which was not kept on record. The general opinion is that it was lost in a house that was destroyed by fire.

The late Hon. Teunis G. Bergen, in his genealogy of the Bergen family, in speaking of the difficulty in tracing Dutch genealogies, says:

Of the private letters which passed between the early Dutch settlers and their European relatives, which might have thrown light upon their previous history, very few remain. The writer has in his possession several letters written by the relatives of the Van Voorhees family in the Fatherland to the family in this country, and they are the only ones he has discovered in his examination of the old papers and documents among the descendants of the Netherlanders in Kings County.

The letters referred to above by Mr. Bergen, three in number, were translated literally by him, preserving the Dutch idiom, and are consequently quaint in their phraseology. Of the first he made a synopsis of its contents; of the other two literal translations; they are, as follows:

Synopsis of a translation from the Dutch, of a letter from Hilbert Coerte, of Voorhees, Drenthe, Holland, to his nephew Coert Stevense Van Voorhees, of Flatlands, L. I., dated April 13, 1684:

He says he received the letter of October 16, 1683, which stated that the health of his [Coert Stevense's] father and mother and sisters were good. He speaks of his brother Jan Coerte, who resides at Voorhees, on the old place. He speaks of his brother Wesvel Coerte, who is married and resides at Veeninge. He speaks of his brother Albert Coerte. He speaks of "your sister Mergin Stevense," who resides at Dwingelo, with her son-in-law Jan Echten. He speaks of his uncle Hendrick Alberts, who resides at the Tweel; his wife is dead, and he has five children living. He speaks of his aunt Mergin Alberts, who resides at the Hught; her husband Jan Mewus

is dead, and she lives with her daughter and son-in-law. He speaks of his aunt Gertien Alberts, as (being) in good health, and who, with her husband and children, is living at Oshaer by Veghten. He speaks of his uncle Luytgen Alberts, who reside(d) at Haecxwolt, and has one child living. He speaks of his uncle Jan Alberts, deceased, who has a married daughter living at Heffeling, "on the place my uncle bought." He speaks of his uncle Hilbert Alberts, who (has) two sons and one daughter. He speaks of his uncle Wesvel Alberts, who (has) a wife and one daughter, * (and) resides at Amsterdam, on Borkens Island. Her eldest son is married (and lives) in her house but cannot agree with his wife. He speaks of Coert Stevense's sister Hendrickjen, as being married and living in the Wyck. He speaks of his youngest brother Jan Coerte, as having a daughter. He speaks of Jan Hendricks, who lives at Ruinen, and whose eldest sister Ludgert is dead, and her daughter lives at the Hught, and her other sister lives at "The Woods." He speaks of Jan Wesvels and his daughter Hyellgen. She is living, but her husband is dead, and she and her children are well, and her youngest daughter is married and lives at Haecxwolt, and is among the wealthiest there. He says that the old Heer Luytgen is dead, also (is) his wife, and his son Geerst is married (and lives) on the old place, and his eldest son Jan Vreus is married to Catryne Baren, and his youngest son Hendrick is married to () Reinmelt, and his daughter Femme married Jan Goessens, who is dead, and the other daughter lives with her brother Geerst. He says that Jan Luytgens who is (living) with Hendrickjen, is in good health, and they have their eldest son Coert Jans with them; they have also another son at home, and their son Vreus and their daughter Altyen came from Voorhees.

Another literal translation from the Dutch of a letter from Hilbert Coerte, of Voorhees, Drenthe, Holland, to his nephew Coerte Stevense Van Voorhees, of Flatlands, L. I., is so quaint and interesting but is left, as it appears, in its original form, follows:

Directed to Coert Stevense Van Voorhees and wife—with God's blessing—at the new land on Long Island, under the jurisdiction of New York.

February 9, 1678.

HONOURED NEPHEW:—I write again this letter because that you will know the desire yet have for your welfare. Moreover, very beloved nephew, to let you know that I from you a letter received, which you, by Pelgeg Prefect, have sent, and thereout I understand of the health and the welfare of you and your whole family, and thereout I understand that your son is married and is hardly twenty years old; and out of the same understand that you have for my nephew and niece—to wit—Jan Kiers and niece Hendrickjen Stevense—a dwelling bought, and that they for it shall give six hundred guilders and yet free house for it keep, and yet for three cows free pasturage and roaming have, and I there through wonder how Jan Kiers there so much has gained in the time. . . . that we there through understand that it not otherwise can be, but that it must be a very good land that

he in the time came out could yet also bring two thousand guilders. Beloved nephew, I ask from you if time and opportunity have do so well, and write us all situation of the land sowing and also of the land like. I now, very beloved nephew, shall let you know that we altogether in good health are, and my brother Jan Coerte, and my brother Wesval Coerte, and my brother Albert Coerte also, and it goes with Alten Maelen yet midd(l)ing well. Concerning our uncles, my Hendrick Alberts, who resides yet at the Tweel, it goes him very well; and my uncle Luytgen Alberts, who resides at Haecxwolt, it goes him also yet well; and aunt Mergin, at the Hught, who goes yet also well; and aunt Gertien, at Osbaer, it goes yet also well with her whole household. Further, my beloved nephew, your sister Mergin Stevense, who had gone from me, besought that I her situation in my letter should relate, as I after my understanding shall do, and she resides yet at Dwingelo, and is younger for all her years, and it goes with her yet midd(l)ing well, and she goes soon to Bvywck on the Scheldt to live, and she becomes there Sheriff. Further, my beloved nephew, you have written in your letter of Jan Kiers' house at Steenwyck, for us that you let know how it thereabout is, the house is sold to Hendrick Bonjans, myself have conducted and have against provided that you from Jan Coersen would written be how it thereabout was, and how there so much accrued, that so now about reckoning Jan Kiers yet should come to receive about three hundred Carolus guilders, and he to me has said that he the account thereby should write whereof the costs are gone, and that Jan Kiers him order shall where the money should let go. Very beloved nephew, Hendrick Rorken of Runen, who desires of you that you the favor on him bestow and let him know how it prospers with. . . . and that he thus over complains that he yet not a letter obtains from brother's wife, nor from children, and that he therefore longs to know whether yet alive and how it them propers. Further, very beloved nephew, I must you so an account relate how it in this land goes, that now in this land has occurred a very mournful event. A great judgment has gone over the land of Groningen and Eunder land, and Ostveerf land. There is a northwest enemy risen up that has so flooded and swept out in water, through which great danger has happened, that all the towns that way with people and cattle therewith their lives have hardly saved, and the water of Groningen the streets stood, and the land stands at present in a very mournful state. So men say there four thousand people were drowned and such numbers of cattle that to commiserate is but what it is. God, the Lord, has it chastised, but it is not to fight against the Lord, it is the people's fault, they would not themselves concern about the state of the Fatherland, at this time that it the worst we have to complain of, otherwise it is yet well in its old way as it was in the time when you here yet resided. My very beloved nephew, you must so well all us again write, write us at Amsterdam and not to Swal, to Hildebrant Van Dyckes house at that place direct, so he lets us know by the post that the letters are at his house. My beloved nephew, about the widow of Wesvel Alberts of Voorhees she does well and so wishes us to write. Let us

know once more concerning your sisters and brothers, you who are in a land so great, and I will let you know how our welfare is. I have, beloved nephew, four children by my last wife, and our Jan has married a daughter of Nagle, and there has he four children, and our nephew who is married he has five children, and our Albert at the Hught has two children. With God's blessing,—Your affectionate uncle,—Hilbert Coerte of Voorhees.

Another literal translation of a letter from the Rev. Casparus Van Zure of Holland, written in Dutch to Coert Stevense Van Voorhees, of Flatlands, L. I., follows:

Directed to Coert Stevense Van Voorhees and wife, residing at New Amesfoort on the Island of Nassau.

My Esteemed Friends:—Four months was yours received, of the twenty-sixth of August of last year. We thank you heartily for the affection which on us again is affirmed, and regard ourselves therefore indebted, and the same with a similar affection to answer. It is well and truly said of those that you in the beginning of your letter mention, what we must patient be in the oppression, knowing from whom, wherefore, and where, the woe that so to happen falls. But like the falling of the stiff comes the wild trees bear, so it no less courage requires for to wear the yoke of the Lord that he on us lays for our sins, principally as it us hard and long keeps busy, that it us strikers from thence, we feel that the housekeeping through this in arrears goes, so our misery is no reason for gladness but for sorrow. Verily the will of the Lord takes place, he does what is good in his eyes, he will us also serve, for also to do that good is, and all these adversities to our souls strengthen to our sanctification. But what appears to you prosperous in your housekeeping and with your children? I cannot otherwise apprehend of all your children. They are healthy, doing well, and well married. We know not how we with our children, of which the eldest, Johanna, now twenty years fulfilled has, with respect shall fast become the multitude of men that here are, bring much entanglement, as the one is in the other's way. But God, and that his Son and Heavenly Spirit, will also bread give, more pray we not, more require we not. Concerning us, my wife is weak and thereby sickly, the years bring no amendment. I am again to the preaching attained, and at the same now about a half a year or little more been engaged, but it goes yet somewhat unsatisfactorily, my indisposition and my passing years let me not otherwise to. I hope that the Lord my strength increase and my years so order will, that I my service which is necessary to perform without sorrow. We now enjoy sweet peace, the scarcity of the year 1698 is now again recompensed through the fruitfulness of the year 1699, but the Country remains harassed under its sure taxes, and trade remains impeded. You would impressed be with wonder at the difference which now several years exists in your vicinity, so troubled, and the one friend against the other. Appearances there are that the Earl of Bellomont already will at Court stand, but meanwhile makes this work again much animosity they who were under become above, eventually

comes there another Governor who this matter over which the difference arisen, differently apprehends, and then become those that are now above he again under, for the things of the world are very changeable and the will of the people fickle, so that men on all their levity flying sail can make. Wherefore I judge that the best is yourselves in neutrality to keep, so that persons not at any time in my difficulty involved become. This advice gave I in my letter to all the friends, as well to you as to the other party, from whom I also several letters received have. I keep myself outside of all factions, and it regrets me that such a favored land and such blossoming Churches through all these times so shaken and restless are. I hear that a bad sickness in New York is, I wish you and the good residents such misfortunes to escape, but notwithstanding as the God Almighty pleases to you to send, so hope I that he will your hearts move to compose and the loving peace to restore, it is however also yet desirable that this should happen through the Gospel of peace and the messenger that this peace proclaims. And to all loving children to the end of time, peace; greet all the friends at New Amersfoort for us.—Your attached friends.—Casparus & Louisa Van Zuren.

Steven Coerte's children were :

Mergin, who remained behind in Holland, died October 28, 1702; married the first time to a Roelofsen, and the second time to Remmelt Willemsen.

Hendrickjen, was married the first time, in Holland, to Jan Kirstead, who died in 1705; and the second time to Albertse Terhune, of Flatlands, L. I., and afterwards of Hackensack, N. J.

Coerte, born in 1637; died after 1702; married prior to 1664, Marretje Gerritse Van Couwenhoven, daughter of Gerrit Wolfertse Van Couwenhoven and Arltie Lambertse Cool.

Lucas, born about 1650; died about 1713; married the first time Catherine Hansen, daughter of Hans Van Noortstrand and Jannecken Gerritse Van Loon, the second time, January 26, 1689, Jannetje Minnes, daughter of Minne Johannis and Rensie Faddans, and the third time, in 1703, Catherine Van Dyck.

Jan, born about 1652; died about 1735; married the first time, March 7, 1678, Cornelia Reiniers Wizzel-penning, who died January 7, 1680, and the second time, October 8, 1680, Femmetje Aukes, daughter of Auke Janse Van Nuyse and Magdalena Pieterse.

Albert, born about 1654; married the first time Barrentje Willemsen, the second time, April 24, 1681, Tilletje, daughter of Reinier Wizzel-penning and Jannetje Snediker, and the third time Helena Van der Schure.

Altje, born about 1656; was married about 1673, to Barrent Jurianz, son of Barrent Jurianz Van Ryden, or Ryder.

JANNETJE, our indirect lineal ancestress.

Abraham, married Altje, daughter of Jacobus Gerritsen Strycker and Ida Huybrechts.

Authorities consulted: "Ancestry of Major Wm. Roe Van Voorhis," by Elias William Van Voorhis; and "A Genealogy of the Van Voorhees Family in America," by Elias William Van Voorhis.

JANNETJE² STEVEN VAN VOORHIS: See the life story of Alexander¹ Simpson in the Simpson lineage.—Page 295.

SYNOPSIS OF THE LINE OF DESCENT

Steven Coerte ¹ Van Voorhees?	born 1600;	died 1684;	wife.
Alexander ¹ Simpson?	"	" 1721;	" Jannetje ² Voorhees.
Elnathan ⁴ Cory,	" 1702;	" 1766;	" Sarah ² Simpson?
James ⁵ "	" 1736;	" 1807;	" Martha ⁵ Carter.
Simeon ⁶ "	" 1774;	" 1847;	" Rhoda ⁶ Axtell.
James ⁷ "	" 1801;	" 1880;	" Susan ⁷ Mulford.

FRANCIS SAYRE married Elizabeth Atkins on November 15, 1691, as recorded in the parish register of Leighton Buzzard, England. The records of that place, beginning in 1562 continued till 1615, when there occurred a break until 1640. A careful search of these records was made for the birth of Francis and that of his wife but neither was found. Francis probably was born at Podington, the records of which do not begin prior to 1602.

Francis was a mercer, or "silk man," as he is denominated in the tax roll of 1609-10. The names which appear in the "Lay Subsidy Rolls" for the years and localities mentioned, include Francis, some of his sons, and others who were doubtless near kin. The William Sayre, called "an Assessor" at Podington, was probably the William Sayre (his brother) who drew up and witnessed the will of Edmund Squire at Podington in 1592, and whose signature thereto made "in a fair hand," would apparently give the correct spelling of the name at that date. In the will of Edmund Squire, William Sayre is called his "cousin," a word used at that period to describe a nephew, or other kinsman, not being restricted as at present.

There is nothing further concerning Francis, except that he continued to reside at Leighton Buzzard and died intestate in 1645, and that his widow Elizabeth was appointed administratrix of his estate in April of that year. The expression "*hentis &c*," as appears written in Latin proved in the record, shows that the intestate possessed a personal estate to the value of five pounds or upwards, in more than one ecclesiastical jurisdiction, so as to let it in that of the Prerogative Court of Canterbury.

The baptismal records of Leighton Buzzard give the names of the children of Francis and his wife Elizabeth, although there is a lapse in the records between the years 1615 and 1640. They were:

Francis, baptized May 14, 1592.

Elizabeth, baptized April 28, 1594; was married to Francis Wells, November 27, 1625.

William, baptized September 15, 1595; died April 9, 1598.

THOMAS, our probable lineal ancestor.

Alice, baptized September 3, 1598.

John, baptized August 10, 1600.

William, 2nd., baptized September 19, 1602.

Abell, baptized September 25, 1604.

Daniel, baptized October 23, 1605.

Rebecca, baptized April 10, 1608.

Job (Johannas), baptized January 13, 1611.

Sara, baptized October 4, 1612; died February 2, 1613.

Tobias, baptized December 15, 1613; married at Dunstable,
his wife's Christian name being Frances.

Authority consulted: "Sayre Family—Lineage of Thomas Sayre," by Theodore Melvin Banta.

THOMAS¹ SAYRE was born in Leighton Buzzard, England, as he was baptized there on July 20, 1597. He probably continued to reside there until he was nearly forty years of age, and presumably was then a married man and father, as his children, some or all, were doubtless born there. Owing to the loss of the parish registers, however, no information is obtainable which might have been gathered therefrom. The first record of him, after that of his birth, is of his presence at Lynn, Mass., in 1638, but how long he had been a resident there, or whether he came directly thither from England, there is no means of determining.

Lynn was settled in 1629. In 1638 a committee which was appointed to divide the lands completed its work, and a book was provided in which were recorded the names of the proprietors with the number of acres allotted to each. This book has been lost, but the first three pages have been preserved, and on the first page appear the names of Thomas Sayre, sixty acres, and Job Sayre, sixty acres.

From Lynn six colonies had been sent out prior to 1640 to make settlements elsewhere. In the preceding year another colony undertook to make a settlement on Long Island. They invited Mr. Abraham Pierson, of Boston, to become their minister, who, with seven of the emigrants, entered into a church covenant before they left Lynn. The eight "undertakers," as they were then called, purchased a sloop for the transportation of their families and goods for eighty pounds, Thomas and Job Sayre each contributing five pounds as his share. Before sailing the proprietors disposed of their interest in the vessel to Daniel Howe, in consideration of his making three trips annually for two years for the transportation of their goods from Lynn to the place of their settlement, as drawn up and signed in the "Articles of agreement, dated March 10, 16(40)."

The Lynn "undertakers" appeared on the tenth of May, 1640, in Manhasset, which is now the town of North Hempstead at the head of Cow bay, (or Schout's bay, as the Dutch called it.) Here they found the arms of the Prince of Orange of Holland erected upon a tree and Lieutenant Howe, the leader of the expedition, pulled them down. But the Sachem Pewhawitz, who had just before ceded

all his rights to the Dutch, promptly informed Governor William Kieft at New Amsterdam that "some foreign strollers," who had arrived at Schout's bay, where they were felling trees and building houses, had "even hewn down the arms of their High Mightinesses." Commissary Van Curler (Corlaer) was sent to ascertain the facts and the sachem's story was found to be true. The arms of the "States" had been torn down and in their place "had been drawn an unhandsome face, * * all which appears strange to us, being a criminal offense against his Majesty, and tending to the disparagement of their High Mightinesses."

On the thirteenth of May the council of New Amsterdam ordered Cornelius Van Tienhoven to arrest and bring before them the "strollers and vagabonds" of Schout's bay who had so insulted their Dutch dignitaries. The next day, with two officers and twenty men, he started on his mission of ejection and arrived at the clearing on the fifteenth, finding one small house built and another unfinished.

"They (the strollers) were first asked what they were doing there, and by what power or whose authority they presumed to settle on our purchased soil, and told them they must show their commission." Eight men, one woman and a little child made answer that they intended to plant there, and were authorized thereunto by a Scotchman who had gone with their commission to "Red Hill," the name in Dutch, being *Roodeberg* given to New Haven by the Dutch, probably from the appearance of East and West Rocks from the harbor.

Secondly, they were asked "for what reason did they throw down their High Mightinesses' Arms and set up a fool's face in * stead?" to which some answered, "the escutcheon was cut down by a person who is not present"; another answered "such was done in their presence by a Scotchman James Farrett, and he and Lieut. Howe were then at Red Hill." Hereupon six men, namely John Farrington, William Harcher, Philip Kertland, Nathaniel Kertland, Job Sayre and George Wells, were brought to Fort Amsterdam, leaving two men and the woman and the child on the ground to take care of their guns. They arrived on the "15th of May."

At a subsequent examination the following facts were elicited:— they came to Long Island to settle, from Lynn, Mass., and others were to follow. They came under the authority of James Farrett, with the consent of Governor John Winthrop of "Massachusetts Bay Colony." It was intended to bring twenty families more, and "many more would come if the land was good." They would live free under their own laws, but would be obedient to whomsoever was lord of their land.

Job Sayre, on undergoing an examination through a Dutch interpreter, said he was "born in Bretfordshire" (Bedfordshire); was "twenty-eight-years old"; and "had resided in Lynn, Mass." As the name of Thomas does not appear as one of the six arrested, he was perhaps one of the two men left at Schout's bay to look after the women and child and to take care of their property.

The revelation of Job's British birthplace gave the Sayre family compiler a clue to find the locality where their Sayre ancestry originally lived when Job first came to Lynn with his brother Thomas. As a result of extended researches, conducted by several experienced English genealogists, they have been enabled to trace the direct line of Thomas for three previous generations in England, and to prove that "the old yeoman family of Sayre" was in Bedfordshire at least seven or eight hundred years ago. It is commonly supposed that they were of Norman origin.

In the Leighton Buzzard church register a child of Francis Sayre and his wife Elizabeth, baptized on January 13, 1610-11, is called Johannes. The law at that period required a transcript of all marriages and baptismal records to be made and sent to the archdeacon at Bedford. In this transcript Job's name is very plain, showing that an error exists in the Leighton Buzzard record. A copy of a baptismal item from this transcript is here given:

*Job Seare filius francisci de laighton * (slightly imperfect through dampness) terciò die Januarij Anno dni 1610 [1610-11] which, in translation, is "Job Seare, son of Francis Seare, of Leighton, * * 3 January, 1610."*

An English investigator who examined it wrote to the Sayre compiler on this point:

That the present register at Leighton is not the original one, as the handwriting is entirely uniform during a long series of years, that it is not possible the entries can have been made at the time. And the hand is not that of any incumbent, but of a scribe, as is patent on its face. It is evident that the copyist misread, in the document before him, "Job" for "Joh," the common abbreviation for Johannes, and wrote the latter name.

A transcript had to be sent in yearly, being made from the original, so that there would be full justification for relying upon it rather than upon the copy which exists in the parish. The incumbent and the churchwardens were required to sign the transcript, which, produced from the proper custody, is legal evidence in Her Majesty's courts of law.

The importance of the discovery of the error in the register, in the name of the child baptized on January 13, 1610-11, is seen in the

examination of Job Sayre before the Dutch magistrate in New Amsterdam, for it was through the record of this baptism that the English genealogists were enabled to identify positively the Southampton Sayres with their English ancestors.

On the nineteenth of May those arrested by the Dutch were discharged "on condition that they promise to depart forthwith from our territory, and never to return to it without the Director's express consent." Accordingly the little colony sailed through Long Island sound, and around the eastern point of the island, to Peconic bay, landing at what is now called "North Sea," a little hamlet about three miles from the village of Southampton, whence they took up their march through the woods to find a place for their new homes. The first attempt at a settlement here was in a place now called a village.

On June 4, 1640, Governor John Winthrop said that "upon this, the Linne men, finding themselves too weak, and having no encouragement to expect aid from the English, deserted that place and took another at the east end of the same island, and, being now about 40 families, they proceeded in their plantation and called one Mr. Pierson, a godly, learned man, and a member of the church to go with them."

Historian Howell, in his opinion, believes that the leading minds of the company in harmony with Governor Winthrop, proposed in the beginning to plant a colony as near the Dutch settlements as possible, as a barrier to their further eastward progress, and failing in this, to establish a strong colony as a center, or basis of operations, on the eastern part of the island, which they eventually did.

Following is a transcript of the deed to the colonists, for the land on the east end of Long Island, which has been found in England. A curious circumstance about this is that, while it is dated "12th June, 1639," it refers to the colonists, "being drove (driven) off by the Dutch from the Place, where they were by me (James Farret) Planted." which appears to have been done in May of 1640:

Know all men, whom this p(re)sent writinge may concerne, that I, James Farret, of Long Island, Gent(leman), (and) Deputy to the R(igh)t hon(ora)ble * Earle of Starling, Secretary for the Kingdome of Scotland, doe, by these p(re)sents, in the name and behalfe of the said Earle of Starling, & in my owne name, as doth or may concerne myselfe, give up all Rights, Titles, Claimes & Demands of and from all Pattent Right of all those lands, lying and being bound- ed betweene Peaconeke and the Eastermost point of Long Island, with the whole Breadth of the said Island from Sea to Sea, with all Lands & p(re)misses contained w(i)thin the said Lymitts, Except-

ing those Lands, already granted vnto any Person by me, the said Farrett, vnder my hand and Seale, vnto Edward Howell, Daniell How, Job Sayre and their Associates, heires and Successors, both, now and forever, against the Claimes of any Person or Persons whatsoever, Claiming by, from, or under the said Earle of Starling, and dœe, in his Lo(r)d(')s name and in my owne name, as it doth concerne my selfe, in consideration of Barge hire, besides they being drove (driven) off by the Dutch from the Place, where they were by me planted, to their great damage, by and with a Considerable Some of Money in hand paid before the Sealing and delivering of these p(re)sents, all amounting to foure hundred pounds Sterling, the receipt hereof and of every part thereof, I acknowledge by these p(re)sents, doe Acquitt, Discharge and Exonerate the said Edward Howell, Daniell How, Job Sayre and their Associates, Heires and Successors forever, Giving vp unto the said parties, Heires and Successors, as absolute a Right, Title and Propriety, as the said Earle received of the Corporation for new England, incorporated by King James in the Eighteenth yeare of his Reigne over England, Scotland, France and Ireland, and that I, the James Farrett said haveing myself full power to make over the Pattent, all or part, in his Lo(r)d(')s name, and for his Lo(r)d(')s use by vertue of My Letters of Attorney, bearing date of 1637, by vertue of which agentie I have made a Sale of the same for his Lo(r)d(')s use, received the Some (sum) aforesaid, of the Same Edward Howell, Daniel How, Job Sayre and their Associates, and that the Same parties, Heires and Successors haue as absolute power to Erect wholesome Laws and Ordinances among themselves, as the Earle of Starling had Conveyed to him by the Corporation aforesaid, the said Edward Howell, Daniell How, Job Sayre and Successors, owing Allegiance to the Crowne of England and paying the fifth part of Gold and Silver Over to his Maj(es)tie, with what Royalties belongeth to the said Corporation their Heires & Successors shall be likewise paid up dew as is Expre(sse)d in his Lo(r)d(')s Pattent. Lastly, I promise, in his Lo(r)d(')s name, that his Lo(r)d, his heires and Successors, Shall maintaine the said Edward Howell, Daniell How, Job Sayre, their Heires and Successors, in the peaceable injoyment of the p(re)misses against all persons whatsoever. In witnesse hereof, I have hereunto Sett my hand and Seale, this 12th of June, 1639.—(Signed) James Farrett.—Witnesses, Mat(t)hew Sunderlande, Robert Sinckly, (and) Thom(as) (his mark T) Cooper.

Apparently the above writing has that vagueness in defining the limits, characteristic of the imperfect knowledge that might be acquired by the visit of their ship. It is probable that one of the company went on to obtain this second writing from Agent Farret in person, while the others continued on their voyage and settlement. The date of the year 1639 is manifestly an error. The year 1640 was meant. This sale of lands by James Farret, with Lord Sterling's confirmation, was registered in New York on May 6, 1671.

Another deed from James Farret was made at New Haven, Conn.,

in the presence of Governor Theophilus Eaton and Rev. John Davenport, under date of April 17, 1640, granting "free leave and liberty to Daniell How, Job Sayre, George Willby and William Harker, together with their associates, to sitt downe upon Long Island, afforesaide, there to possess, improve and enjoy eight miles square of land or soe much as shall containe the said quantity not only upland, but alsoe whatsoever meadow, mar(s)h, ground, harbors, Riv(e)rs and creeks lye within the bounds or limitts of the eight miles." It was endorsed on the back of the deed, December 20, 1640, by John Winthrop as governor of "Massachusetts Bay Colony."

The document below, of July 7, 1640, appears to have been obtained by a second embassy to Farrett after actual occupation of the new plantation. We infer this from the mention of local names and the precise boundaries which could only be learned on the spot:

Memorandum: It is agreed upon between James ffarret, agent, and Edward Howell, John Gosmer, Edmund ffarington, Daniel Howe, Henry Walton, Thomas Halsey, Edmund Needham, Allen Breed, Thomas Sayre, George Welby, William Harker and Job Sayre: that whereupon it is agreed upon in a coven(a)nt passed between us, touching the extent of a plantacon in Long Island, that the aforesaid Mr. Edward Howell and his co-partners shall enjoy eight miles square of land, or so much as the said eight miles shall containe, and that now lie in the said bounds, being layd out and agreed upon. It is to begin at a place westward from Shinnecook, entitled the name of the place where the Indians draw over their cannoes out of the north bay over to the south side of the island, and from there to run along that neck of land eastward, the whole breadth between the bays aforesaid to the easterly end of an Island or neck of land, lying over against the Island, commonly known by the name of Mr. ffarret's Island, [Shetler Island] To enjoy all and every parte thereof, according, as yt is expressed in our agreement elsewhere, with that Island or neck, lying over against Mr. ffarret's Island, formerly expressed.—(Signed) James Farret.—Witnesses, Thomas Dexter (and) Richard Walker.

Apparently, to forestall any technicality in procedure of law, the Earl of Sterling had the confirmation of the "sale of Long Island" entered on record, August 20, 1640:

I, William Earle of Sterlin(g)e, doe make knowne to all men, whom it doth or may concerne, that whereas, James Ffarrett, Gent, my lawfull Agent upon Long Island, &c., in America, hath disposed by saile of divers Lands in my name, & for my vse vpon the said Island & Islands adjacent w(i)th my Pattent, according to ye power, given him by my selfe, April, 1637, vnto Edward Howell, Daniel How & their heires & successors [no mention of Job Sayre] for Ever as from Peaconnet to yet Eastermost poynt of ye s(ai)d Long Island; And vnto John, Thomas & Edward Ffarington & successively to the longest liver of them and to his heires & Assignes for ever; And vnto

Mathew Sunderland, his heires and Assignes for ever; I say w(hat)-soever bargaine, contract and conclusion the above named parties [for themselves, heires & Assignes for ever] have made w(i)th Mr. Ffarret, according to the Custome of New England, I, the s(ai)d W(illia)m, Earle of Sterling, ratifie & hold of value in law. And doe vpon the request of (the) said Agent James Ffarratt By these p(re)-sents bind my selfe, heires & Assignes, to doe any further Act or thing whereby or wherewith ye Titles of ye aboue named p(ar)ties [*vizt.* Howell, How, Ffarington, Sunderland & their heires & successors for ever] may be strengthened w(hi)ch they haue vnder the hand & Seale of my (a)foresaid Agent James Ffarrett, of w(hi)ch I am, by him fully satisfied. And that he hath, in full satisfacon for the said Lands for my vse, receiued a competent sum of money in consideracon of w(hi)ch money I doe acquitt all Right, Title, Interest & demand of & to ye said lands & Pattent Right for ever. Witnesse my hand and Seale this Twentieth day of August, one Thousand, six hundred (and) thirty-nine.—(Signed) Sterling.—In the p(re)sence of James Ramsey (and) John Johnson.

Of the three sets of men mentioned in the document, Matthew Sinderland was the only one who did not settle with them. He settled on the Southold peninsula, a part of it then called in the Indian term, "Hashamomack."

As Lord Sterling was in Scotland, sufficient time for sending by a sailing vessel across the Atlantic the application for a deed of sale from him must be allowed, so that this fact confirms a settlement at least as early as the first part of July, 1640.

A temporary verbal agreement was made with the Indians, as the reduced deed below intimates, for the sale of their lands, ratified by the said deed of December 13, 1640, which acknowledges that partial payment for the land had been made previous to that date. It recites that:

The native inhabitants and true owners of the eastern part of the Long Island, (conveyed to the new owners, among whom were Thomas and Job Sayre for a) Consideration of sixteen coats, already received, and also three score bushells of Indian corn, to be paid upon lawfull demand, the last of September, which shall be in the year 1641, * * * (for) all the lands, woods, waters, water courses, easem(en)ts, profits & emoluments, thence arising whatsoever, from the place, commonly known by the name of the place where the Indians hayle over their canoes out of the North bay to the south side of the Island, from thence to possess all the lands, lying eastward betweene the aforesaid boundes by water, *to-wit:* all the land(s), pertaining to the parteyes, afor(e)said, as also all the old ground, formerly planted, lying eastward(ly) from the first creek at westermo(st) end of Shinecock plaine.

The first attempt at a settlement in the new village was in a place

now called the "Old Town," about three quarters of a mile from the main street of the present town. Here they remained about eight years, as appears from the following orders:

June 11th, 1647, it is ordered by all the inhabitants of this towne, this daye, that this towne is to bee divided into fortie house lots, some big(g)er, some less—as men have put in a share, sixe thousand(d) pounds to be devided into fortie parts.

This instant, the 23d of March, 1648, it is ordered by the five men ap(p)oynted for towne affaires that the whole towne shall be called together on the second day next, at the setting of the sunne, to consider of a towne lot that shall be then and there presented to them, and to determine concerning the said plot or some others that may be presented by any other man(')s advice, and also to consider of such home accommodations, as may be most suitable * (for) the comfort, peace & welfare of this plantation, as touching the proportion to every man in his taking up, ac(c)ording to his valuation, & that there be men ap(p)ointed forthwith to divide the same, and this to put in execution the order(s) above written.

On March 27, 1648, three acres for a home lot was settled upon as to the proportion to a fifty-pound right. In that year, Thomas built a house for the dwelling of his family on the town lot apportioned to him, which is undoubtedly the oldest English house on Long Island, or in the state of New York. It is still habitable, and never passed out of the hands or occupancy of the family until in 1892. Upon the death of Mrs. Sarah (Sayre) Larry, it fell to her heirs, and was sold to settle her estate. It stands on the west side of the main street, north of the academy, cornerwise to the road, a rod or so back from the fence, surrounded by rose bushes and fragrant shrubbery, and shaded by tall trees which are young in comparison with the age of the house. The great chimney, the narrow windows, the massive frame, are all as they were; and the endurance of the old mansion is not yet half tested. The original roof, no doubt, was thatched, as were those of the church, parsonage and jail, built about the same time. This venerable relic was, at that time in 1892, neglected, and an effort should have been made to purchase it by the town and preserve it as a historical monument.

At first all the houses were built facing exactly southward, and so tenaciously was this custom adhered to that in one case, it is said, a dwelling was placed with the rear end to the street in order that its front door should face the equator. By a village ordinance it was required that each house had a permanent ladder to reach from the chimney to the ground as a precaution against fire.

At the original settlement of the town each settler was allowed a "home lot" and certain other lands, and subsequently other lands

were divided among the original settlers, or those to whom they had disposed of their rights; each lot was designated as a "150-pound lot," and there were forty-one allotments made at the several divisions.

Apparently the first division was made by an order established by the General Court, "held in Southampton, upon the 5th of March, 1651. The plaine, called the little plaine, was layd * (out) in divisions for the inhabitants of the towne. * * * The said dividences (were to be) drawn by the inhabitants, by lottery, upon the 20th day of March, 1651." When Thomas' turn for the drawing came he received lot No. 25, and was "to have 50 out of Richard Mill(')s lot," which was numbered "29." A second "division of the little plaine" took place shortly afterwards, and he drew, as in the foregoing allotment.

Following it there was a "division of lands called Sagaponack," to be drawn on February 2, 1653, and Thomas drew lot No. 4 for his "150" allotment, and "50 out (of) lot (No.) 13," and in February of 1654, he drew lot No. 2, and "50 out (of) lot (No.) 25." The last we find is that, in 1657, at the "Eastward allotment of meadows, at the Beach," he drew lot "(No.) 47, and (a) part (out) of (lot No.) 15."

The common lands which had not been divided were held on precisely the same principle in all the eastern towns on Long Island. The £50, £100 and £150 "(al)lotments" in Southampton, the "acres of commonage" in East Hampton, and the 1st, 2nd and 3rd lots in Southold are the same things.

The first notice of Thomas in the town history was his receiving punishment at the hands of Magistrate Gosmer. He was probably of a quick temper and not slow to express his opinions, even about those in authority, as is evidenced by the following:

November 18, 1644, Thomas Sayre was censured for some contempt(u)ous car(r)iag(e) to Mr. Gosmer, (who) being Magistrate, (fine him) to pay 10s and to make public acknowledgment of his offense, which, yf he shall refuse, then to be lyable to pay 40 shillings.

And further on, we find, by the record of March of 1653, that:

Thomas Sayre and Joshua Barnes, for speaking unseemly and unsavory words in the co(u)rt, or concerning the co(u)rt, were fined to pay 10s a piece. Note—ye fines (were) remitted upon their acknowledgment, March 6, 1654.

For summoning people to church, and also to town meetings, a drummer was employed to beat a drum around the town. Having no drum and needing it, it so happened that the town learned Thomas

had one. At the meeting, in October of 1648, he "was allowed, for his basse drumme, the sum of 13s and his yeare begyneth the sayd daye."

Evidently Thomas was a prominent man among the founders, as appears from the following extract taken from the town record of October 10, 1649, which states that, at "the General Court," he was one of three men, chosen "to agitate (the) towne business and they are to have the same authority that the five men had the last yeare." This is the first record extant of the choosing of town rulers, and he may have held the office earlier.

On October 6, 1651, he was one of the five men chosen "for governing of (the) town affairs, who had, by the saide Courte, the same power given unto them, as those (who) bore the said office the year (of) 1650." This refers to the instructions given at the election of October 7th of that year, that they were "to act and order all towne affaires whatsoever, excepting matters of admitting of inhabitants, or giving of lands." This office of townsman embraced the duties which were performed later by a supervisor and assessors, and to some extent, those of overseers of the poor, and of commissioners of the highways.

It seems that Thomas was a guardsman of the town, and also a good shooter, and despite it, at the general meeting of October 23, 1650, "it was ordered that Thomas Sayre shall, duly traine with the company of towne soldiers (on) their days appointed, excepting his personal pursuing of the Indians in the hostile way, or to goe forth against the common enemy."

On October 6, 1653, "It (was) concluded that Th(omas) Saire shall have paid unto him, by the towne, the sume of ten shillings as an allowance unto him for some pitts that he imparted to the highway, for which hee was to have (an) allowance by (an) order, made formerly when Mr. Gibbons * (was) here." Apparently he had built several wolf-catching traps along the highway, on the town's order, and was collecting payment.

He was doubtless liberal of heart. The town records publish only one occasion where contributions were made for those in distress, and on that occasion it relates: "At a town meeting, February 4, 1657, a contribution was made for Goodman Gouldsmith, because of his loss by fire." It appears an attack was made in that early part of the year by the Indians, and several houses were burned, among them was probably Thomas Goldsmith's. Among the contributors who gave help was Thomas, contributing a bushel of wheat.

As he was still a man of importance he was chosen, on March 6,

1657, at a town meeting, as one of six men "to act and conclude concerning a difference concerning * land which East Hampton men ma(d)e within our bounds." It was the result of a bothersome question which loomed up over the correct dividing line between their territory and that of East Hampton. On working out the proper boundary demarcation with the East Hampton committee, on March 10, 1658, they submitted their report, agreeing to the:

Memorandum that, whereas, there hath be(e)ne formerly a dif-(f)erence betwe(e)n the Towne of Southampton and the Towne of Easthampton about a certayne tract of Land, lieinge about the ponds or line where the two plantacons should parte. It is now upon a treaty, holden by a Com(m)itty from each of the afores(ai)d (towns) fully Determined, Concluded & agreed upon, by the afores(ai)d Com(m)itte(e)s (from) time to tyme for ever, hereafter, the line shalbe, from the mid(d)ell of the second pond, from Capt. Toppin(')s fence Eastward, as it now standeth, to bee bounds on the South Side, and soe to runne to the Easter(ly) end of hoggnecke to the North, to bee the standinge and settled bound from time to time forever, as afores(ai)d. And further, it is Jointly agreed that this Determination & agreement shalbe no nullity * (of) a former agreement that was betwe(e)ne the two townes afores(ai)d, about accidentell com(m)onage, and for the full Confirmation hereof, we have, each party, set to our hands, this pre(sent) day, a yeare first written above.

On May 2, 1657, Thomas was one of seven men chosen:

To have the managing of the present affaire of the towne concerning ye safety thereof, and yt all men did lay downe themselves in respect of their persons & estates to bee disposed of by the said seven men in a way of Righteousness, to attend (to) any means that in their Judgment effect the said ends.

At a court, June 19, 1657, Thomas was one of five men, "chosen to lay out roads and view fence(s)." And on December 9, 1658, at a town meeting he was chosen to be "overseer for mending the bridge."

His name appears as a juryman, nine times from September 16, 1653, to October 7, 1659, which indicates his trustworthiness and reliability in forming or agreeing on verdicts. On the first date he was chosen to try in the "purchased court," a slander case, and he joined in finding a verdict in favor of plaintiff "three pound(s) for) damage, with increase of Co(u)rt charges." At the second time, December 22, 1654, he was on the jury trying at the "particular Co(u)rt," an action of trespass, brought by a plaintiff. The verdict was against the defendant—"the trespass in taking up the horse illegally, two shillings (for) damage, with increase of co(u)rt charges. And the jury meddle(s) not with determining whose the horse

(was).'' The defendant appealed to the court in Hartford. The third time, October 30, 1655, it was an action of trespass, and the verdict rendered was for the plaintiff to get back his "mare and her increase since the time of the covenant, (the defendant paying) 1ℓ. 5s. cost(s) and allsoe (the) Co(u)rt charges, (and) the co(u)rt give(s) judgment accordingly." The fourth time, March 4, 165(6), Thomas agreed on the finding of a verdict for the plaintiff that the defendant should pay, as the "Arbitrators (who) did (give the) award, with (the) co(u)rt charges." The fifth time, January 6, 165(7), it was the verdict of the jury, in which Thomas participated, in an action of trespass in favor of the plaintiff, "2s. charge, with increase of Court charges, and to have * * (the) writings of Mr. (Richard) Smith forthwith." The sixth time, at the "quarter Court," of December 1, 1657, Thomas was on the jury to try the case of Thomas Topping *versus* Josiah Stanborough. The verdict was for the defendant, and:

The judgment * (was) granted by the magistrate ac(c)ording to the verdict of the jury: whereas, there hath been some controversy betweene Mr. Thomas Topping and Josiah Stanbore about a parcel or parcels of land at Sagaponack, *viz.*, Numb(er) 9, and half (of) numb(er) 13, bounded by the creek northward, being already to bee the sayd Thomas Topping(')s by lawful purchase, and by (the) verdict of the jury, holden at the time above specified, and alsoe declared by an acquittance given by the said Josiah Stanbore, to the said Thomas Topping which standeth vpon record in this booke.

Another case was tried before the jury on that day, and the verdict was that the plaintiff should be awarded "ye horse and 2s: 6d: damage." At the seventh time, there were three cases brought before court on September 19, 1658—two actions of trespass and one case of slander. Thomas was one of the good and true men chosen to try these three "above mentioned action(s)." Only one case—the "action of trespass * * * for Slanderous words," received attention which Thomas and his fellow jurors found for the plaintiff—"3ℓ (damage) with increase of court charges, (and that) Jeremia(h) vale becomes engaged, ac(c)ording to the verdict of the jury, to Satisfie." The other two cases are not mentioned, probably were ignored. The eighth time was on February 26, 165(8) when Thomas was with the picked group to hear two cases. It is not clear which of the cases they meant when they found "for the plaintiff, the defendant(')s part of the mare makeing such pay as (word gone) should have had we find for the defendant to pay (the) Court charges and 2s. damage." On impanelling the jury to try two cases at the ninth time, October 7, 1659, Thomas' name was drawn, and

so was another man's name, but they were released, "being replaced by two other men drawn by lot."

In 1662, Thomas traded to Thomas Topping his interest in a 150-pound allotment in lot No. 4 and a 50-pound allotment in lot No. 13 in the Sagaponack tract in exchange for his two and a half acres "in Cooper's neck in (the) great plaine, bounded (on the) N(orth) by Mr. Rainer's land, S(outh) by Richard Howell's land, E(ast) by (the) Highway, W(est) by (the) land of Thomas Sayre's himself)."

Thomas' son Daniel bought of his father-in-law Christopher Foster, on January 8, 1663, "five acres in the great plaine, and one acre in the little plaine, (the) land, belonging to John Oldfield's 50*lb* right." And on February 22, 1663, he received, by purchase from his own father "a 50*lb* lot."

On February 10, 1665, Thomas made over to his other son Francis, a "fifty-pound (al)lotment, or accom(m)odation, with the privileges thereunto belonging."

For the rate on the Quaquanantuck division, by the town order of January 16, 1665, it was agreed that it shall be at "Seventy-pound (right) [with the surplus charge of]." As Thomas was a participant in the one hundred and fifty-pound lot, his rate for his part in that division was one pound, seventeen shillings and six pence.

As Thomas was getting on in years he felt it incumbent upon himself to dispose of his land possessions to his sons, as appears by the deed of June 27, 1667, in which he accordingly "freely gave the 20 acres of land due to him * * vpon ye last devisiion, unto his fower sonnes, namely ffrancis, Daniel, Job and Joseph, ye same to bee equally devided, *viz*: five acres apeece, ye same to bee laid out to them as may best suite their convenience, as if hee, ye said Thomas himself, had b(ee)n * * enjoy(ing) it from ye town, according to the manner of laying out the said devisiion."

Death ended his career in 1670. His original will, with his signature, is preserved in the office of the Surrogate of New York, being recorded there, as follows:

In ye name of God, Amen, I, Thomas Sayre, of South Hampton, on Long Island, in the Co(unt) of N(ew) Yorke, being in perfect strength of mind, blessed be (the) Lord for it, but weake of Bodye, not knowing ye day of my appointed change, doe make this (my) last Will and Testament, in (the) manner following:

Imprimis: I give and freely bequeath my Soule unto God that gave it, and my Body unto earth, from whence it was first taken.

2d, I give unto my sonne ffrancis Sayre 2 acres of land, lyeing next unto his own in *Copt* Neck, in ye Great Playnes, and 2 acres

more of land, lyeing in ye Eight-acre Lotts, in ye said Great Playnes, a pewter flaggon, a Pewter Bowl, and (one) great Pewter Platter.

3d: I give unto my sonne Daniell Sayre, 2 acres of land, lyeing next unto ye abovesaid two acres in ye said Eight-acre Lotts and three acres more of Land, Lyeing in the Ten-acre Lotts, and one great Pewter Platter.

4th: I give unto my sonne Joseph Sayre ffourty pounds Sterling, to be paid him by my Executor Ten pounds *per annum*, to beginne w(i)thin five years next after my decease, to be paid in good Merchant's Sho(e)s or other pay that will procure Hides towards his setting up as a tanner.

5th: I give unto my daughter Damaris Atwater ffourty Shillings.

6th: I give unto my daughter Mary Price ffourty Shillings.

7th: I give unto my daughter Hannah Sayre Twenty pounds, to be paid * (on) her day of marriage, or when she shall be eighteen years of age, which(ever) shall first happen, and that my Executor doe keep her Cow and Calfe and their increase for her until she shall be either married or in some other capable way to maintain them.

8th: I give my household goods to be equally divided between my sons Job and Joseph and (my daughter) Hannah, and that when they be divided, Hannah (shall) have her first choice of ye partes.

9th: Lastly, I, by this last Will and Testament, have made my son Job Sayre my sole Executor to receive all my Worldly estate, both of Housing, Lands, goods and Cattle, and Debts due to me from any person or perons, and to pay all debts due from me, and all Legacyes specified.

In witness whereof, I have hereunto sett my hand and seale, this 16th day of September, 1669.—(Signed) Thomas Sayre.—Signed, sealed and delivered in ye presence of Obadiah Rogers (and) John Laughton.

An Inventory of ye Estate of Thomas Sayre, deceased, appr(a)ized by us, who are herunto subscribed, and were hereunto appointed as followeth, this 10th day of June, 1670, (indicating that his estate was valued at three hundred and seven pounds, and seven shillings by the appraisers John Howell, Henry Pierson, Thomas Cooper and John Jenning).

Wheres, Job Sayre, of ye Towne of South(amp)ton, in the East Riding of Yorkshire, upon Long Island, did, at ye last Court of Sessions, held in that Towne, for ye Rideing, afores(ai)d, make prooffe of the Last Will and Testament of Thomas Sayre, his father, deceased, wherein the said Job is left Sole Executor of all his Estate, Goods and Chattels, and ye said Executor having given * Security to ye Court for performing the particulars in ye said Will expressed, according to ye Law, in such cases, provided the original Will and Testament remaining in ye office of (the) Records. These are to certify (to) all whom it may concerne that ye said Job Sayre is admitted, to all Intents and purposes, executor of the Last Will and Testament of him, ye s(ai)d Thomas Sayre, his Father, deceased. Hee haveing hereby full power and Lawful authority to Doe and execute all things whatsoever in the said Will and Testament as required, of which he

to return an acco(un)t w(i)thin one yeare and a Day after ye Date hereof, and thereupon take out a Quietus as, in ye Law, is sett forth.

Sealed with ye Seale of the Office, and Dated at New Yorke, this first day of April in ye 23d yeare of his Ma(jes)tie('s) Reigne, *Anno D. M. 1671.*

The children of Thomas are given in the order of names as they appear in the will, probably not in the order of births, for in the distribution of the "household goods," the name of Job precedes that of Joseph, and there are reasons for conjecturing that the latter was the older.

Francis, probably born in Bedfordshire, England; died January 20, 1698; living in Southampton, L. I., when he married Sarah, daughter of Thomas Wheeler and Alice, his wife, of New Haven, Conn.

Daniel, probably born in Bedfordshire, England; died either in or before April of 1708; married for the first time Hannah, daughter of Christopher and Frances Foster, and the second time, a Hannah, whose family name is unknown.

JOSEPH, our probable lineal ancestor.

Job, probably born either in Lynn, Mass., or at Southampton, L. I.; died April 1, 1694; married the first time, October 27, 1670, his wife whose Christian name was Sarah, and the second time, June 18, 1685, Hannah Raynor, widow of Arthur Howell.

Damaris, was married before 1647, to David Atwater who was one of the original settlers of New Haven, Conn.

Mary, was the wife of a Mr. Price.

Hannah, was not yet eighteen years of age in 1669, when her father made his will.

Authorities consulted: "Sayre Family—Lineage of Thomas Sayre," by Theodore Melvin Banta; "Early History of Southampton, L. I., N. Y.," by George Rogers Howell; and "Southampton (L. I.) Town Records."

JOSEPH² SAYRE was born probably in Bedfordshire, England. His wife's Christian name was Martha. On a fragment of the Southampton town records mention is made of his receiving on "Monday, January 13, 1667, (the land) laid out for Job and Joseph Sayre, on the north side of Lieut. Post's, by (their brother) Francis Sayre, on ye South side 51 poles, on the north side 48 poles, on ye East side 30 poles, (and) on the west side 32 poles, (making) for 10 acres."

On joining the colonists Joseph moved, in 1665, to Elizabethtown on the Jersey coast, and was named as one of the proprietors in the new settlement, as in a deed, he received land for his "Second Lot Right" from Governor Richard Nicolls. He united with others in a petition to be submitted to the governor in December of 1667, to have his land surveyed.

His name appears with that of Benjamin Price jointly as witnesses, in a transaction of sale made by Capt. John Youngs, of Southold, L. I., to Evan Salsbury of a shallop of eight tons burden for "18000 good Merchantable White Oak Pipe staves."

He was forced on September 11, 1673, to take an oath of allegiance to the Dutch when they were in supremacy, having defeated the British.

He was a tanner as well as a farmer, having received forty pounds in merchandise by his father's will towards setting him up in the tannery business. He also received one-third of his father's household effects, from which it possibly might be inferred that at the date he was not yet married, or had just begun housekeeping.

On April 11, 1676, a warrant for the survey of one hundred and eighty acres of land at Elizabethtown was issued to him, comprising a house lot of five acres, bounded on the north by Robert Bond's land, west by the Mill creek, east by the highway, and south by Benjamin Homan's land; also nine acres of upland "in the plaine," adjoining Daniel De Hart's land; also twelve acres of upland, adjoining Rev. Jeremiah Peck's land and Stephen Osborne's; also twenty-two acres of upland "on the small neck," adjoining Rev. Jeremiah Peck's land and Joseph Meeker's; also nine acres of upland on the "Mill brook," adjoining Robert Bond's land and Robert is

Vanquellin's; also thirty-six acres of upland, near a swamp and adjoining George Pack's land; also thirty-five acres of upland, adjoining Hurr Thompson's land; also ten acres of meadow, at Woodruff's creek; and four acres on the Elizabethtown creek,—in all, one hundred and forty-two acres. This list cannot be complete, as it does not include the one hundred and eighty acres issued to him in this item: "In 1699-1700 John Maggee drew a hundred-acre lot, between (the land of) Joseph Sayre and (that of) Benjamin Lyon, near the foot of the mountain."

In 1694, he subscribed one pound towards the support of the Presbyterian minister Rev. John Harrison, and the following year he died.

His will, dated December 4, 1695, was apparently proved the same day, and reads as follows:

In the name of God, Amen, I, Joseph Sayre, of Elizabeth Town, in ye county of Essex, and (the) province of East New Jersey, Yeoman, Being weak sick in body, but of perfect understanding and memory, as at any other time, Doe Make, Ordain, and appoynt this, my last Will and Testament, hereby nulli(fy)ing and Makeing voyd and of none effect * and all manner of will or wills, Testament or Testaments, whatsoever, by me made, at any time here(to)before, Either by word of mouth or in writing, by these p(re)sants, Establishing and Confirming this to be and Remain my last Will and Testament, In which, first, I bequeath my Soul to God who Gave it, and my body to ye Dust, out of w(hi)ch it was taken, to Receive a Decent Christian buriall, and for that worldly Estate w(hi)ch God hath endowed me with, I Dispose of as followeth, viz.: *Imprimis*, I give and Bequeath unto my wel(l)-beloved wife Martha, and to her heirs and assigns for Ever, the One third part of all my moveable Estate; [one Ox, one Cow, one Steer, Come(ing) Two year(s) old, and one heipher, Come(ing) three year(s) old, only expected w(hi)ch, at ye making hereof Doe properly belong to my son Thomas Sayre], and further I Give and Bequeath unto my s(ai)d Wife the one third part of all my Houseing, and Lands During her widowhood.

Item: I Give and bequeath unto my wel(l)-loved Son Thomas Sayre all my now Dwelling house, and Barn, and home lot to ye s(ai)d Thomas, paying to my Sonne Ephraim Sayre ye summe of five pounds, (in) Curr(en)t money, when he comes to ye age of one and twenty years, and to his heirs and assigns forever.

Item: I Give and bequeath unto my Sonne Thomas Sayre, and to his heirs and assigns for ever, my * lot of (bay) Meadow, with all ye priveleges and ap(p)urtenances to ye same belonging.

Item: I give and bequeath unto my Sonne Daniell Sayre all that (of) my lot of land, lying and being in Elizabeth town, aforesaid, joyning to ye land of benjamin Trotter, and to his heirs and assigns forever, and all my Right in ye new field, and ye one half of all (of) * my lot of Meadow, lying and being by Mr. Woodruff's

Creek, ye whole lot being, by Estimacon, Ten acres of Meadow, be ye same more or be it less.

Item: I Give and bequeath unto my Sonne Ephraim Sayre, and to his heirs and assigns forever all (of) * my lot, or Piece of land, lying and being In ye Great Neck of (the) s(ai)d Elizabethtown, Joyning to ye land of Joseph Meaker, being, by Estimacon, twenty-two acres of land, be it more or less, and all (of) my share of land in partnership with Benjamin Meaker, Joseph Meaker and John Thompson, Deceased; and ye half of what (is) my lot of Meadow by Mr. Woodruff's Creek, above named, and all other Rights and privileges in Elizabethtown, afores(ai)d, to me belonging, not disposed of in ye above Donations [namely of lands and heridatements] I Equally Devide between my three sonnes, above named.

Item: I give and bequeath unto my s(ai)d Sonne Ephraim Sayre one Good Cowe and one of ye biggest of my Pewter Platters.

Item: I give and bequeath unto my four children, namely Thomas, Daniel, Ephraim and Sarah, all ye Remainder of my moveable (estate) to be Equally Devided among them.

Item: I, ye said Joseph Sayre, Doe make, Ordaine, Constitute and ap(p)oynt my Trusty and well-beloved friends Mr. Benjamin Meaker and Mr. Daniel Price to be ye Executors of this, my Last will and Testament, and in Confirmation hereof, I, the said Joseph Sayre, have to this, my Last Will and Testament, set my hand and (af)fixed my Seale, in Elizabethtown, afores(ai)d, this fourth day of December, One Thousand, Six hundred and ninety five. —Signed and Sealed, Joseph Sayre (L.S). —Published and declared to be Testator's last Will and Testament, in Ye Presence of us, Witnesses:— Benjamin Meeker, Henry Willright, (and) Sam(ue)l Whitehead.

Elizabethtown, 4th Dec(embe)r, *Anno Dom*, 1695. —Benjamin Meeker & Sam(ue)l Whitehead, two of ye witnesses of ye above written Instrument, came before me, Commissioned for taking ye probate of (the) Last Will & Testament, and did each of them Sol-
emly Sw(e)are by ye Ever living God that they did See ye above-
s(ai)d Joseph Sayre Sign, Seal, publish & declare ye aboves(ai)d In-
strument to be his Last Will and Testament, & at ye time thereof,
he was of Sound mind & perfect memorie, to the best of their *
* * knowledge & understanding. —(Signed) Thomas Gordon.

The bond of Martha Sayre, widow of Joseph, as executrix, dated February 13, 169(6), is on record in Trenton, N. J.

The children of Joseph and Martha were:

Thomas, died in or before August of 1713; wife's Christian name was Hannah.

DANIEL, our probable lineal ancestor.

Ephraim.

Sarah.

Authorities consulted: "Sayre Family—Lineage of Thomas Sayre," by Theodore Melvin Banta; "Southampton (L. I.) Town Records"; and "History of Elizabeth, New Jersey," by Rev. Edwin F. Hatfield, D.D.

DANIEL³ SAYRE was a farmer living in Elizabethtown, New Jersey, it being his birthplace, but the date of his birth is not known. His wife's Christian name was Elizabeth. The first notice of him was his signature in a petition of sixty-five signers, about the year 1698, to be forwarded to the King of Great Britain, praying "for Great Protection from the East Jersey Proprietors." The petition also contains the name of John Cory, our direct lineal ancestor, and also of Samuel Carter, our probable indirect lineal ancestor. Below are its contents :

To The King's Most Excellent Majesty:—The humble Petition of the Freeholders, (who are) Inhabitants and Owners of the Land of, and belonging to Elizabeth Town, or Township, and other Lands thereto adjacent, in the Province of East New Jersey in America, in behalf of themselves and many others.

That his late Majesty King Charles, the Second, by his Letters Patent, bearing Date, the 20th Day of March, in the Sixteenth Year of his Reign, did give and grant to James, then (the) Duke of York, and his Heirs, the Government and Dominion, as well as Property of, and in all those Lands in America, lyeing [between] (the) Connecticut River, and Delaware Bay, [whereof the Provinces of New York, and of East New Jersey, aforementioned, are Parts] with Power to admit, who(m) he and his Heirs (were) pleased to (have to) inhabit and enjoy Lands there, by virtue of which Grant, the said Duke of York did, in April (of) 1664, grant a Commission for the Government of these Places, to Col(onel) Richard Nicholls, whom he authorized to execute all Powers, which were granted to his Royal Highness by the Letters Patent.

That the said Lands, in the said Province of East Jersey, were, at the Time of making these Letters Patent, some Part (being) in the actual Possession of the Dutch, and (the) other Part, in the actual possession of the Native Indians, and so continued until, about the 27th of August, 1664, at which Time, (the) Part of them were Surrendered by the Dutch, to the said Col(onel) Nicholls, who, in October, 1664, granted leave to John Baily, and others, under whom your Petitioners, or most of them, claim their Lands, to Purchase Lands of the Native Indians, which they, accordingly, did, and the Lands claimed by our Petitioners in the said Province, all, or most of which Lands so Purchased, were, in December, 1664, granted and confirmed to the said John Baily, and others, by the said Col(onel) Nicholls.

That afterwards the Dutch conquered and regained Possession of these Provinces, and upon the Treaty of Peace, Surrendered them again to his said late Majesty, who thereupon granted them again, to the said Duke—But the said Purchasers, and those claiming (lands) under them, still continued in the Possession of the Lands by them Purchased, and peaceably enjoy the same until, about September, 1693, being near(ly) Thirty Years, and during that Time, great Labour and Expence, built, planted and improved the same; and they humbly conceive(d) they ought, according to Law, Reason and Justice, still to enjoy the same.

But, certain Persons to the Number of, about one Hundred, or some other great Number, calling themselves Proprietors of the said Province of East Jersey, do pretend that they have a Title to your Petitioners(') Lands, b(y) several mesne Conveyances, from and under * Lord Berkley, and Sir George Carteret [to whom, as they pretend, the said Duke conveyed the same by Indentures of Lease and Release, dated on or about the 23d and 24th of Days of June, 1664, before his Royal Highness, or any other for him, had ever been in Possession of the said Lands, or any Part thereof], and that your Petitioners have no right thereto, altho those, under whom they claim, Purchased of the Indians—Native by the Licence of the said Col(onel) Nicholls, and for valuable considerations, to the said Lord Berkley and Sir George Carteret, [if that could be a legal Conveyance, without that, could be a legal Conveyance, as your Petitioners are advised it could not be of these Lands], and the said pretended Proprietors do now set up this old pretended Title to your Petitioners(') Lands, after they have enjoyed the same quietly for many Years, in hopes to reap the benefit of your Petitioners(') said Labour, Expence and improvement, or to force them to pay some large Quit-Rent, or Yearly payment for the same; and for that Purpose, have often urged your Petitioners, [who have as aforesaid purchased their Lands, peaceably enjoyed the same so long], now to take Leases, or Grants thereof from the said pretended Proprietors, under Yearly Rents.

And the more effectually to accomplish their unjust Designs, and gratify their ambitious Inclinations, the said pretended Proprietors have, on pretence only of the said Indentures of Lease and Release, and the mesne Conveyances under the same, pretended to have been made to the said Proprietors, presumed to usurp and take upon them to exercise a Dominion and Government over your Petitioners, and their Lands, and to constitute a pretended Governor, a pretended Court of Justice, and contrary to the Laws and Statutes of your Majesty's Realm of England, to appoint Judges, who presume, without any Commission or Authority derived from your Majesty, to take upon them to exercise a Dominion and Government over your Petitioners, and their Lands, and to constitute a pretended Governor, a pretended Court of Justice, and contrary to the Laws and Statutes of your Majesty's Realm of England, to appoint Judges, who presume, without any Commission or Authority derived from your Majesty, to take upon them to try Causes.

And in this pretended Court, and before these pretended Judges of their own making, the said pretended Proprietors did, in the Year 1693, bring an Action of Trespass and Ejectment against Jeffery Jones, for (a) Part of the said Lands in Elizabeth Town, and the same came on to be tried, and altho a full Evidence, the Jury [who were chosen by the said Proprieiors, or their Creatures] were, notwithstanding, so just as to give a Verdict for the said Jones; yet the said pretended Judges, being either of the Number of the said Proprietors, or by them appointed, were so Partial and Arbitrary, (and) as contrary to Law and Justice, to give a Judgment against the said Jones, and for the said pretended Proprietors; which unjust Judgment, your Majesty, upon Appeal, hath in your Princely Justice been pleased to reverse, altho the said pretended Judges, in hopes to support their said Judgment, did transmit a Writing for a Copy of the Proceedings in the said Cause, which was false, and not according to the Truth of the Proceedings in the Cause.

That your Petitioners are now destitute of any lawful civil Government over them, having no legal Court of Justice, or Judges, that they (should have by) any Legal Commissions, and the said Usurpers and their pretended Judges, being so partial as aforesaid, will, by their unjust and arbitrary Proceedings, deprive your Petitioners of what they have justly paid for, (and) are legally intitled to, and with great Pains, Hazard and Expence, have planted, and improved, and quietly possessed for many Years, unless assisted by your Majesty, and your Petitioners doubt not but to make out the Legality and Justice of their Title to any impartial Judges, in or near the Country, where the Facts are best known, and where the Witnesses are that can prove them.

Your Petitioners, groaning under these and other great Oppressions of the said Usurpers, and (being) in the want of a legal and well-established Government, are humble Suitors to your Majesty, [the fountain of Justice] that your Majesty would be graciously pleased to take them into your Majesty's Royal Protection, and to let them enjoy [in this remote Part of the World] the happy influences of your Majesty's just Government. And, for that purpose, either to Place them under the Civil Government of your Majesty's Province of New York, (away) [from the Elizabeth Town aforesaid, (which) is but about twenty Miles distant, and (a) great Part of your Petitioners(') Lands (is) much nearer], and to grant to the Court of Justice at New York, a Power to Judge all Causes in the said Province of East New Jersey, or to appoint indifferent (impartial) Judges to administer Justice between your Petitioners and the said pretended Proprietors, and to admonish the said Usurpers that they presume no more to usurpe your Majesty's Royal Authority of constituting Courts of Justice and commissionating Judges, and (warn) the said pretended Judges no more to presume to Act as a Court of Justice, or otherwise to Order for your poor oppressed Petitioners(') relief, as to your Majesty in your princely Wisdom and Goodness shall see meet.—And your Petitioners, as in Duty bound, shall ever Pray, &c.

The result of the judicial proceedings served to kindle anew the old animosity between the town and the Proprietors, and necessitated a more complete organization of the planters for their protection, so a town meeting was held on August 2, 1700. Daniel Sayre was appointed one of a committee of seven freeholders or trustees for the disposal of the common lands, and to defend the title of the people to their lands.

Patience under many changes in the office of governor, caused much restlessness in nearly all the towns of East Jersey. Convening a court in Elizabethtown resulted in meeting with a rebuke by the townspeople on March 12, 1700, whereupon it was transferred to Newark. In the early morning of the twelfth of September, a troop of Elizabethtown horsemen, under the leadership of Samuel Carter, arrived for the rescue of one Samuel Burwell, who was about to be placed on trial. On the same morning another raid, apparently by the same horsemen, resulted in freeing a second prisoner, who was Joseph Parmenter. In participating in the second raid the jurors under Joseph Harrison as foreman, presented a list for an indictment against thirty-six men, among whom was "Daniel Seeres," and who together "came up to Newark & Riottiously assaulted the Sheriffe of ye County, and forceably took away the Keyes of the prison, and took * (a) * prisoner, Namely, one Joseph Parma(n)tor, (who was) Then in Custody."

Events were leading toward a dissolution of the Proprietary government. Queen Anne, who was occupying the throne as successor to King William III., gave her royal assent on April 15, 1702, to the Jerseys being placed under English government authority. From this time on they have been officially known as New Jersey.

It is apparent that, like all other malcontents, because of the strong public sentiment in their favor, Daniel was never punished. From that time to his death in 1723 the only incident in his life was his being named in the will of his brother Thomas, dated July 24, 1713, to act, in conjunction with brother's wife Hannah, as executors.

Daniel's will, dated February 26, 172(3) and probated on June 3, 1723, is recorded in Trenton, N. J., and reads as follows:

In the Name of God, Amen, the 26th Day of Febr(uar)y, in the Ninth year of the Reign of our now Sovereign Lord George of Great Brittain, France and Ireland, King (and) Defender of the Faith, &c., in the Year of our Lord Christ One Thousand, Seaven hundred & Twenty-two, I, Daniel Sayres, of Elizabeth Town, in the Province of New Jersey, in America, Yeoman, Calling to Remembrance the Uncertainty of Humane(')s Life, & being in Sound & Disposing memory, Praised be to god, Therefore,

Do make this, my Last Will & Testament as followeth: That is to say, I Bequeath my Soul into the Mercifull hands of Almighty god, hoping & Trusting through ye Death & Passion of Jeseus Christ, my Saviour & Redeemer, to obtain full Pardon & Remission of all my Sins, & to inherit Ever Lasting Life, & my Body to the Earth to be Decently Buried, at the Discretion of my Ex(ecutor)s, hereafter Named, & as for the disposall of Such Worldly Goods, as God of his great mercy & Goodness hath been pleased to bestow upon me, I Do give, Devise & bequeath the Same in manner & forme following, that is to Say,

Ffirst: I do revoke, Nullifye & make void all other Wills and Testamentes, heretofore by me made.

Item: my will is yt all my Just & Lawfull Debts, be thoroughly Satisfyed & Payed by my Executors, hereafter Named, or the Survivors of yt.

Item: I do give, Devise & bequeath, after the Payment of all my Debts, as aforesaid, unto my well-Beloved Wife Elizabeth Sayre the whole & Intire third part of my Personall, or Moveable Estate & the use, advantage and Enjoyment of yt Third part of my House & Land on the South side of the Highway that Leads to and from my Dwelling House yt I give her such a Share, Part & Proportion of ye Profitt & Conveniences * Dureing the time of her widowhood, in Conjunction with my two Eldest sons Daniel and Ephraim Sayres. But, in case of her Second Marriage or mortality, I will, Devise & Bequeath all my lands on the South Side of the Highway, aforesaid, with the House & appendages thereunto appertaining, to my dear sons Daniel Sayres and Ephraim Sayres, & to their Heirs & assignes forever, to be Equally Divided, in Quality and Quantity, betwixt them to have and to hold to them, their Heirs & assignes for ever.

Item: unto my Son John Sayres, I give & Devise, will & Bequeath the Sume of Ten Pounds (in New) York money to be payed by my two sons Daniel & Ephraim, I Say, by each of them, the full and Equall Sume of Five pounds, when he Comes to full age, In Consideration, that I have above given to them a Legacy of Land betwixt them.

Item: I give, devise and bequeath unto my Dear sons Ebenezer, Jonathan and Joseph unto them (and) their Heirs & Assigns for Ever, all my Land on the North side of the Road that Leads to and from my House, & all my Right, Title, Claim and Pretensions whatsoever that I have in or to Lands at New Brittain within this Province, together with Ten acres of Meadow, near Oyster Creek, in the Great Meadows of Elizabeth town, to be equally Divided, in Quantity and Quality, betwixt them to ye Use, Benefit & Behoof of them, their Heirs and assignes forever, Provided alwayes that my son Ebenezer Sayres Shall, upon the Division of ye Said Land on the North side of ye Road, aforesaid, ha(s) that Part of it, Assigned & alloted to him & to his Heirs & Assigns for Ever, on w(hi)ch the Barn now Stands, and my Sons Daniel and Ephraim Sayres shall use, occupy, hold & Enjoy the whole & every part of it, towards the maintenance & bring(ing) up of all my children untill they come to

the age of Twenty-one years Compleat(ed).

Item: I give & Devise unto my aforementioned son John Sayres, Ten Pounds (in New) York money, to be Payed, over & above, what I ordered his Brother(s) Daniel & Ephraim Sayres to Pay him, as aforesaid, out of my Personall Estate by my Executors, hereafter named, to him, when He arrives to the age of Twenty-one years, likewise.

Item: I give, bequeath and Devise unto my Daughters Sarah, Elizabeth & Hannah Sayres, Thirty Pounds (in) New York money, I say, to Each & Every one of them, Ten Pounds, to be payed unto them whenever they, or any of them, arrive to full age, by my Ex(ecutor)s, hereafter named, out of my moveable Estate. And If it shall also happen yt my Personall Estate Shall Exceed, or shall arise to a greater Sume than will answer & Discharge the Legacies & Debts, before mentioned & devised, then My Will & Devise is, & I do, hereby, order & appoint & Will yt the Residue and Remainder of my Said Moveable Estate shall be Equally Divided betwixt my nine Children aforementioned, & Particularly named and Expressed. As for all other Rights, Claimes, or Titles to Land in Elizabeth Town yt I now have, or ought to have w(h)ether In possession or Reversion, I Give, Bequeathe & Devise also to my two sons Daniel Sayres & Ephraim Sayres, their Heirs and Assigns for ever, to be equally divided, in Quality & Quantity, Betwixt them, their Heirs & assigns for ever. (For) Executors of this, my Last will & Testament, I make my Dear Wife Elizabeth Sayres & my Loving Son Daniell Sayres, or the Survivors of them.

In Testimony whereof, I have hereunto sett my hand & Seal, the Day and year first abovewritten.—(Signed), Daniel Sayre. (L.S.)

Signed, Sealed & declared by the Testator to be his Last will & Testament, in the presence of Ed(war)d Vaughn, Nath(an)iel Mitchell (and) Jos(eph) Marsh.

Memor(an)d(um), That this third day of June, at Eliz(abe)th town, in the County of Essex, Personally appeared before me, Mich(ael) Kearny, Surr(ogate), appointed by his Excellency Will(ia)m Burnet(t), Esq(ui)r(e), Capt(ai)n Gen(eral)l, &c., to take the Probates of Will(s) & Testaments, Edward Vaughn & Nathaniel Mitchell, two of ye Evidence(s) to ye within Last Will & Testament, and Deposed, upon ye holy Evangelist of almighty God, that they Saw ye above Testator Daniel Sayre Sign, Seal, Publish and Declare ye above Instrum(en)t to be his Last Will & Testament, & yt He was of sound mind & memory, at ye same time, as farr as they know or believe, &c.—*Jurst Coram me*, Mich(ael) Kearny, Surr(ogate).

Memo(ran)d(um), That at Eliz(abeth)town, afores(ai)d, ye 3d day of June, 1723, Personally appeared before me, Mich(ael) Kearny, Surro(gate), (and I) appointed Elizabeth Sayre, Relict and Widdow of ye above Testator, who, being sworn on the holy Evangelist of Almighty God, Deposed to ye true performance of ye s(ai)d office, ye son, not (being) at age, & to be qualified next November.

Mem(orandum), That, at Perth Amboy, ye 17th Day of April,

1724, there personally appeared before, Mich(a)el Kearny, Surr(o)-g(ate), (the) appointed Daniel Sayres, Executor, mentioned in the within Last Will & Testam(en)t, who * (was) sworn on the holy Evangelist of Almighty god, to ye true and faithful performance of ye office of an Executor, the s(ai)d Daniel being now full of age. —Mich(ael) Kearny.

None of Daniel's children were of age at the time of his death. They were:

Daniel, born in November of 1702; died in 1760; married Elizabeth, daughter of Joseph Lyon, of Newark, N. J.

SARAH, our probable lineal ancestress.

Ephraim, born about 1706; died in 1746; married at the Dutch Reformed church in New York City, June 1, 1737, Elizabeth, daughter of Gideon Lynesson.

John, born about 1708; married the first time Esther, daughter of Nicholas Stilwell, and the second time Rachel, daughter of Jean Le Chevalier, and widow of Francis Bowes, of Philadelphia, Pa.

Ebenezer, died in Morris county, N. J., in 1765.

Elizabeth.

Jonathan, died in Elizabethtown, N. J., in October of 1762; his wife was Jane Walmsley.

Hannah, was married to a Mr. Morris.

Joseph, born in 1719; died February 6, 1757; his wife was a Miss Price, of Maryland.

Authorities consulted: "Sayre Family—Lineage of Thomas Sayre," by Theodore Melvin Banta; "The New Jersey Colonial Documents," and "The History of Elizabeth, N. J.," by Rev. Edwin F. Hatfield, D.D.

SARAH⁴ SAYRE: See the life story of Elnathan⁴ Cory in the Cory lineage.—Page 81.

SYNOPSIS OF THE LINE OF DESCENT

Thomas ¹ Sayre?	born	1597;	died	1670;	wife.	
Joseph ² " ?	"	;	"	1695;	"	Martha.
Daniel ³ " ?	"	;	"	1723;	"	Elizabeth.
Elnathan ⁴ Cory,	"	1702;	"	1766;	"	Sarah ⁴ Sayre?
James ⁵ " "	"	1736;	"	1807;	"	Martha ⁵ Carter.
Simeon ⁶ " "	"	1774;	"	1847;	"	Rhoda ⁶ Axtell.
James ⁷ " "	"	1801;	"	1880;	"	Susan ⁷ Mulford.

NICHOLAS¹ CARTER was the oldest son of Roger Carter and Ellen Rayles, baptized in Helperby, county of York, England, on June 4, 1629. The identity of him and of his parents is disclosed in the marriage register of his brother Roger who, at his marriage, said he was a "son of Roger Carter, of Helperby, and (his wife) Ellen Carter, and (a) brother of Nicholas Carter, now in New England." Their mother's maiden name was Rayles, when she was married to their father, in St. Michael's, at Belfry, county of York, November 26, 1627. They had a brother John, who married Phebe Foster, on December 12, 1647. Their grandparents were Thomas Carter of Horingham, and Ellen Wade of Alne, when they were married in 1594. They were of the tenth generation on the line from Johannes Le Carter, of Wodemanse Manor, in Beverly, Yorkshire, England, who lived in 1297.

It is said that Nicholas' wife, whose Christian name is not known, was related to Robert Watson of Windsor, Conn., who came from Holdeness, Yorkshire, England. He was probably a young man in age, when he came to this country before 1652.

He was in Stamford, Conn., for a short time, after which he went across the Sound to Middleburg, on Long Island, about 1652. His name is found, April 12, 1656, among the purchasers of the town site from the Indians, his allotment being twenty acres. The same year his name appears on the Indian rate list for one pound, this amount being about the average. Four years later the town was planted. The town's name was afterwards changed to Newtown, and then, years later, to Elmhurst, which is now included in the borough of Brooklyn.

On January 22, 1657 he and some of his neighbors joined in a protest to Governor Peter Stuyvesant against the action of the town in giving to the minister at Middleburg, Rev. John Moore, an absolute deed for the parsonage. The governor decided in favor of the remonstrants, but in 1660 we find Nicholas and nine others complaining that Francis Doughty, who had married the widow of the preacher, was preventing Richard Mills, the school teacher and preacher at Middleburg, from having peaceable possession of the par-

sonage and the land thereof. Stuyvesant ordered Doughty to refrain from further molestation of Mr. Mills.

Nicholas was one of the nineteen men who signed a petition praying the Dutch government at New Amsterdam for some land, "beyond the Hills by the South Sea," with the privilege to settle a town, which eventually became the town of Jamaica. To this request, the Dutch authorities, on February 4, 1660 granted them permission:

To settle a plantation vppon, or about the place mentioned, vppon such conditions and freedoms as the inhabitants of our owne Nation in this province doe Enjoye, provyded that the petitioners and theyre a(s)so(c)iat(e)s, for theyre own Safety & common good, doe Settle theyre howse Lots Soo close as the conveniency of the place and Generall order shall admitt.

Despite his joining the movement to help create the new town, Nicholas was still living in Middleburg when the New Amsterdam Dutch authorities notified, on July 3, 1662, the inhabitants of the town and all other "plantations," that:

None of them shal(l) presume, or vnder take to Remove their fruits, or Increase, as Corne, Mai(ze), Tobacco, *etc.*, before they have agreed, for this yeare, about the tythes, with the Governour General and (the) Council, or their Commissioners, vppon forfeiture of fifty guilders.

And then followed the formation of an agreement between the governor and the magistrates of the village, on the tenth of the month:

That the said village should pay a tenth for this year, and bring to the edge of the water, near the house of Thomas Wandell, eighteen schepels ($3\frac{7}{10}$ bushels—a schepel) one half of wheat, the other (half) of peas, and it is further, provisionally agreed, that the below named persons and plantations shall be under the jurisdiction of Middleburg. These persons are hereby ordered to submit to the taxation for tenths by the said Magistrates, or to make a fair agreement with the same.

Among the forty-five signers to the agreement appears the name of "Nicolas Karter."

War between the Netherlands and Great Britain broke out. The Dutch authority at New Amsterdam was superseded by the British. Upon Nicholas' application to the Connecticut court at Hartford, Conn., he was admitted as a freeman of Connecticut on May 12, 1664. He is mentioned as "of Newtown," and so were his other nine fellow townsmen. Nine men of Jamaica also applied. Two years later there was a movement on foot for a new colonization on the Jersey shore and he joined in it. On reaching that place he was required to take the "oath of Al(l)eagance and Fidelity," at the settlement, Elizabethtown, on February 16, 1666, his signature being "Nicolas Carter." He evidently returned temporarily to Newtown,

for we find his name as one of the four overseers of the town from March of 1666 to November of 1666. He became a freeholder on March 4, 1666.

The precise date of the occupation of the Elizabethtown purchase by the original proprietors, of whom Nicholas was one, is not on record, probably being in the lost town book. According to Historian Hatfield something of a habitation was attempted by the first four families as early as November 24, 1664. The occupancy of the town, as late as of August, 1665, is borne out by the records. It is erroneously supposed that those families were the sole proprietors of the purchase because the Indian deed expressly conveys the lands, as also does Governor Nicolls' grant, to the "Associates" of these grantees as well.

At this juncture there arrived at the point in Newark bay, in August of 1665, ahead of the enterprising "Associates," the immigrants, a part of whom were Frenchmen, probably from the Island of Jersey, brought over by Philip Carteret in the ship *Philip* from England. Carteret came armed with the charter, or constitution, known as the "Concessions and Agreement," given him by the Lords-Proprietors before leaving England, establishing a government for the province west of the Hudson river, and separating it from the control of Governor Nicolls, of New York.

The settlement on the Jersey shore in Newark bay by the "Associates" under the Nicolls' grant, and the coming of Philip Carteret did not lead to a serious misunderstanding, for they neither knew nor expected to hear of the different grants. Carteret presented his credentials and mutual explanations followed. Nicoll's grant and the Indian deed were produced and examined. Carteret's authority from the Lords-Proprietors was explained. After much interchanging of views and understandings, Carteret voluntarily was ready and willing to become an associate with them, "by carrying a hoe on his shoulder, thereby intimating his intention of becoming a planter with them."

From an examination of the names of the pioneers, among whom was Nicholas Carter, recorded in the second book as early as February of 1666, it appears that very soon after the commencement of their undertaking various meetings were held on the nineteenth for consultation and agreement in relation to the division, or allotment, of the lands, and other regulations for the orderly transaction of the business of the town. Division of the town plot into lots convenient for the settlers was probably made at their first meeting. At this gathering, or possibly at an earlier date, the choosing of a location for their homesite was probably determined by lot.

Under the "concessions" of the proprietors of New Jersey, dated February 10, 1666, Nicholas had a right to three hundred and sixty acres, according to the re-survey of October 22, 1675, for bringing into the colony himself, his wife, a son and a maid servant. Evidently his only one child had reached the age of fourteen by 1666. Nicholas' house lot contained five acres, five by ten chains, bounded on the east and south by the highway, north by the Elizabethtown creek, and south by the land of William Hill. This was his homestead on the south side of the creek. It indicates that he was evidently a man of considerable means.

The spirit of Nicholas was displayed after taking up his residence in Elizabethtown. In May of 1671 Gov. Philip Carteret caused much disaffection among the colonists by convening a special court to try William Hackett, captain of the sloop "*Indeavor*, of Salsbery, in the Countey of Norfolk, In New England," for illegal trading in the province, mostly at Woodbridge. Nicholas was on the jury on the sixteenth of May. The claim of Governor Lovelace of New York that all vessels coming in and going out of Sandy Hook entrance should enter and clear at New York, was counteracted by Governor Carteret who opposed it so far as it concerned the waters of New Jersey, demanding that, in order to trade in these parts, entrance and clearance should be made at the customs house in Elizabethtown. Capt. Hackett had entered his vessel and paid duties at New York, but not here. He argued his own case with much ability, presenting not less than fourteen points as grounds of defence. The case went to the jury, which:

Went forth, & upon a second & third goeing forth, Declared to the Court that the matter Com(mi)tted to them (was) of too great waight for them, And Desire(d it) to make Choice of other Jury-men.

The colonists held that the right to convene a court belonged to the General Assembly. The breach was made the wider when the governor granted a lot to Richard Michell, who was one of the "menial servants" brought over by him in the ship *Philip*, in 1665. For reasons the governor was well pleased with Michell's course and was willing to reward his faithful services; he took it upon himself without consulting the town or any other than his own pleasure, to make him a grant of land for a house lot, bordering on the "swamp in common." Michell fenced it in and leased a part of the ground to George Pack for a tobacco crop. On the other part, he built a house covered with clapboard, and laid out a garden. Pack subleased one half of his field to William Letts.

All this was contrary to the fundamental agreements of 1666, made at the town meeting and consented to by the governor. The town was deeply moved by the occurrence. It was the common talk. The neighbors had occasion to meet at Goodman Carter's house. The matter was warmly discussed. They agreed to give Pack warning not to put a plow in the ground. He and Letts were greatly grieved at their prospective loss, but deemed it best to regard the timely warning. A town meeting was called at which the whole subject was gravely debated. Here is the record:

June 19th, 1671, it was agreed by the Major Vote that Richard Michel(l) should not enjoy his lot, given him by the Governor. Upon information, June 19th, 1671, It was agreed that there should some goe the next morning and pull up the said Michel(l)'s fence.

The governor was to be taught that it was not his right to give away town lots; it belonged to the people. Michell had "never asked the town for it," and therefore could not have the "lott given him by the Governor." It was "concluded to take the piece of land from him again, because it was not after (a) vote of the town that he had it." What followed is thus related by George Pack:

The next morning after the said town meeting, the said Richard Michel(l) came to my house, and I went with him up to the said lot, and (on) going * we came to (the said) Wm. Lett('s) house, and lighted our pipes, and when we had lighted, * people came upon the said ground—Goodman Meaker, the young John Ogden, Jeffery Jones and Nicholas Carter, and we were running down to them at the corner of the said lot, (and) the said Richard Michel(l) forewarned them of pulling down the said fence, and spake to them of a riot, upon * (which), Goodman Meaker put (his hand) to it and began (to) pluck down the fence, and then all the rest did the like and left not off till they had plucked down one side and one end.

The arrested fence-pullers were brought to appear in court, on March 8, 1672, to hear the indictment and were asked—"Guilty or not guilty?," but they made no response and left the court without putting in any plea at all. The governor was determined to sustain Michell, and fined the "rioters," William Meaker being the leader, five pounds, and the others, including Nicholas, three pounds each; the fines to be collected by distraint. The fines were never paid, the marshal being powerless to collect the fines in the presence of an outraged and indignant people.

On the conquest by the Dutch for the repossession of New Netherland three men of the town were elected "Schepens of Elizabeth Town," and by the order of their governor, they were deputed to administer the oath of allegiance on September 11, 1673, to the

“States General” of Holland. “Nickles Carter,” as his name reads in the record, and his son John who was then of age, were among those forced to take the solemn affirmation.

The Dutch reign was short-lived, however, they being driven out in the war two years following. With Governor Carteret’s coming back to resume his administration the old trouble was renewed. For want of definite surveys of their lands, the people with great reluctance yielded to the compulsion put upon them by the governor, and without prejudice to their previous titles, consented to receive such as the governor chose to give them. As Nicholas had applied for a survey of his land a warrant was given him, October 22, 1675, for his three hundred and sixty acres.

Out of this, including his home lot, he seemed to have owned, *viz.*: twenty acres of upland, on Luke Watson’s Point, adjacent to the lands of Edward Case and Jacob Melyn, son of our ancestor Cornelius¹, and forty acres of upland, “in a swamp, lying at the (East) side of the blind Ridge,” bounded partly by the lands of Aaron Thompson and Jacob Melyn. He owned also seventy acres of upland, by the land of Roger Lambert, of George Pack, and the swamp; also, one hundred and ninety-three acres of upland, on the Mill creek, bounded by the land of Barnabas Wines, the plain, a small brook, and the Mill creek; also twenty-two acres of meadow, in the “Great Meadow,” and eighteen acres on Thompson’s creek, his allotments totalling three hundred and sixty-eight acres.

On March 9, 1677 he bought of his neighbor Jacob Melyn, who was then of the city of New York, one hundred and one acres of land on the south neck, the Melyn deed not being recorded. He sold a part of the tract and house lot on March 16, 1677, to Benjamin Wade for thirty pounds, the sale price being payable in pipe staves. In a deed of May 18, 1681, recorded as yeoman, Nicholas sold to Samuel Wilson, a New York merchant, a portion of the Melyn land.

By the land grants we find that Nicholas’ bounded pieces of land were in the neighborhood of those indicated in the following: by the record of May 30, 1676, Robert Moss’ “six acres of meadow” land, bounded on the northeast by *Nicholas*’ land; by another record, dated August 2, 1676, Roger Lambert’s “thirty acres of upland,” bounded on the west by the common land and *Nicholas*’ land, and still by another, dated April 24, 1677, Edward Case’s “one hundred acres, called Luke Watson(’)s Point,” bounded on the west by the land of “*Nicholas Carter* and (of Caleb) Carwithy.”

Nicholas died sometime in the middle part of the year of 1681, as

on November 14, the administration of his estate—a house, one hundred and ninety acres of upland, and twenty-two acres of meadow land—was granted to his son John who, on August 18, 1682, mortgaged the property to James Hinde and Samuel Marsh of the town to hold it “harmless,” as his bondsmen in the administration of his father’s estate.

The children of Nicholas were:

John, born probably sometime between 1650 and 1652; and probably died without issue.

SAMUEL, our probable lineal ancestor.

Nicholas, born about 1658; was apprenticed by his father to a tailor in 1669 for a period of eight years.

Elizabeth, born about 1660; was married, August 6, 1681, to John Radley (Ratciffe?).

Authorities consulted: Unpublished manuscript of William T. Carter, deceased, now in the keeping of the New Jersey Historical Society; “Annals of Newtown, (L. I.),” by James Riker, jr.; “Documents Relating to the Colonial History of the State of New York,” by Berthold Fernow; “History of Elizabeth, (N. J.),” by Rev. Edwin F. Hatfield, D.D.; “The New Jersey Collection Records”; and a New Jersey genealogist’s research work.

SAMUEL² CARTER was born sometime between 1652 and 1656, probably in Connecticut, if not at Newtown, Long Island. His wife was Tabitha, most likely a daughter of Roger Smith and his wife Rebecca, of East Hampton, Long Island. In searching for her identity in the East Hampton records of the early period and the early Suffolk county wills, the chances of finding recorded proof to point it out are rather slim. The indications are, however, certain that she was a daughter of Roger Smith, as based on circumstances, despite the record's deficiencies.

The supposition is that Samuel met his wife for the first time perhaps when he was in Southampton, L. I., visiting his brother Nicholas' old employer Richard Paynter. Paynter first appeared in Elizabethtown, coming there from New York to open up a tailor shop for his business. In 1669 Samuel's brother was taken by their father to Paynter's shop as an apprentice to learn the trade. Apparently dissatisfied with the business Paynter moved back to New York in 1670, and later to Southampton, where he was as late as 1679. There is no record to tell whether or not Nicholas accompanied the tailor in the moving.

The first time that Samuel's name appears in the Elizabethtown records is on April 20, 1683, when he witnessed, by making his mark, a mortgage of Jonas Wood of Elizabethtown.

As bondsmen James Hinde and Samuel Marsh, on December 12, 1684, conveyed to him and his younger brother Nicholas, planters, all rights to a parcel of upland, containing one hundred and ninety-three acres, "lying upon the mill creek," bounded by the land of Barnabas Wines, and also twenty-two acres in the great meadow, adjoining to Henry Lyon's land, and bounded by the lands of Sir George Carteret and Governor Philip Carteret, on the east by the Newark creek, and west by the land of Isaac Whithead, senior, provided that he and Nicholas deliver to the heirs (Sic) "Nighty" acres of upland, "joy(n)ing" to the land of Barnabas Wines. These lots were two of the parcels contained in the allotment of their father, the larger tract being evidently the one hundred and ninety acres mortgaged in 1682, by their oldest brother John to the two bonds-

men mentioned elsewhere as security.

Barnabas Wines, whose land was bounded as referred to above, came to Elizabethtown in 1665 from Southold, the home of our first American ancestor John Cory. He and his father Barnabas, senior, were contemporaries of our John. The father returned to Southold after some twenty years, or about the time of the conveyance of the land, adjoining to his, to Samuel and Nicholas, and probably soon went on his farm at Mattituck, about ten miles southwest of Southold.

Out of the proportion of the land above mentioned, two tracts—one being one hundred and ninety acres, and the other being twenty-two acres—Samuel conveyed by deed, on May 15, 1686, to his brother-in-law David Smith who, in the document is written as being “of New Haven,” Conn., twenty-eight and a fourth acres of land “along the road,” and three and a fourth acres of meadow land, bounded by the lands of Sir George and Governor Carteret. Samuel’s wife and his brother Nicholas signed the deed, which is given below :

Be It Known unto all men, by these presents, That I, Samuell Carter, of Elizabethtown, planter, in the province of East Jersey, for diverse good causes and lawful considerationes me hereunto moving, but especially for the certa(i)ne sune of Thirty pounds in hand, payed for myselfe, my heires, executors, administrators & for every (one) of us, have barga(i)ned, infeof(f)ed, demised, made over & sold unto david Smith, tan(n)er, of Newhaven, in Conneticunck Collony, all my right, title & Interest to a certa(i)ne parcell of upland, containing twenty-eight acres & a quarter, and the s(ai)d land is bounded by the high way, Begin(n)ing at a white oak tree, marked on two sides & soe run(n)ing as the highway runes on the east side to a welnutt tree, standing in the highway, from thence run(n)eing (a)cross the field, south to a white oake tree, marked on two sides, and so (on) south, cross(ing) the s(ai)d field as fare as the S(ai)d Carter(’s) line runnes, and if there should not be Twenty-eight acres & a quarter, then the s(ai)d Samuell Carter is to make it up out of his land next, adjoyning to the s(ai)d land; also three ackers & a quarter of an acker of meadow Samuell Carter shall divide his s(ai)d seven ackers & a halfe acker of meadow that lyeth & is bounded by Sir George Carterett(’s) & Governor Phillip Carteret(’s) meadow, Relatione being thereunto had and the s(ai)d david smith shall have his choise, this land lyeth in Elizabethtown bounds, about a mile from William Broadewell(’s) now dwelling house, Together with the dwelling house & the corne or crope on the ground & all fenceing & all other edifices, erectiones, building wholl(e), safe, uncanceled & undefaced Together, with all Commonage free, hold & all other priviledges, profit & advantages to the s(ai)d land & premisses belonging, or in any wise, appertaining free & clear from

any former Judgments, debts, mortgages, rates, rents or any other Incumbrances, unto the date hereof for him, the aboves(ai)d David Smith To have, hold, occupy, possess & enjoy to him & his heires, executors, administrators & assignes forever, all & singular, the above mentioned premisses without let, trouble or molestation from us, Samuell & Nicholas Carter, or our heires, executors or administrators, & every (one) of our heires, executors or administrators & every (one) of us, the s(ai)d land & premisses unto the s(ai)d david Smith & his heires, executors, administrators & every (one) of them, against all people, shall & will warrant & forever defend. In witnes(s) hereof, we have hereunto sett our hands & (af)fixed our seales, this fifteen(th) day of May, one Thousand, six hundred (and) Eighty-six, and in the second year of the Raigne of King James, the second, & alsoe Tabitha Carter, the wife of Samuell Carter, doeth give her consent to the sale of the above land & premisses. Witness (our) hand(s).—Samuell Carter (his mark I),—Nicholas Carter (his mark X),—Tabitha Carter (her mark C).—Witness(es) William Looker (and) Hur Thom(p)son (his mark).—John Melfar.

David Smith was in East Hampton, L. I., in November of 1688, but returned later to Elizabethtown. On January 28, 1689, he reconveyed to Samuel alone the thirty-two acres, which had been purchased from him and his brother, as appears by the deed below :

To all * whom this present writeing shall come Greeting, now Know yee That I, David Smith, Tanner of Elizabeth Town, in the Province of East new Jersey, ffor diverse good causes & lawfull considerations me hereunto moving, but more e(s)pecially for & In consideration of Eight pounds to me in hand, payed befor(e) the signeing & sealeing hereof, I doe acknowledge myselfe to be fully contented & payed for every part & parcell thereof, I have for myselfe, my heires, executors & administrators, bargained, infeof(f)ed, demised, made over & sold all my right, title & Interest unto thirty-two acres of upland & meadow & house & all appurtenances thereunto belonging, that I bought of Samuell & Nicholas Carter, of Elizabeth Town, -planters, now in the dominion of New England, be it more or less, unto Samuell Carter of the Town & province, aboves(ai)d, to him & to his heires, executors, administrators & assignes forever, bounded, as it is expressed in the bill of sale I had from them for the land & meadow, about three years last, as it will appeare by his bill of sale from Nicholas & Samuell Carter, Relation thereunto being had, will, at large, appeare free & cleare from any former Judgments, debts, mortgages, rates or any other Incumbrances whatsoever, unto the day of the day hereof for him, the aboves(ai)d Samuell Carter, to have, hold, occupy, Possese & enjoy to him & to his heires, executors, administrators, or assigns forever, all & singular, the above mentioned premisses without lett, trouble or molestation from me, the above named david Smith, my heires, executors or administrators & every (one) of us, the aboves(ai)d land & meadow & premisses unto the above s(ai)d Samuell Carter, his heires & executors, administrators & assignes, ag(ains)t all people, shall & will

warrant acquitt & for ever defend by these presents. In witnes(s) hereof, I have hereunto sett my hand & seale, this twenty-eight(h) day of January, one Thousand, six hundred (and) eighty & nyn(e) & in the fourth year of King James, the second, over England, &c. —David Smith (his mark C).—Witness(es), William Looker, Senior (and) Benjamin Wade.—This writing (is) owned before me, —Henry Lyon.

While in East Hampton, David Smith gave a receipt, on November 14, 1688, to John Hopping acknowledging payment "in full satisfaction * * ye sum of Thirty-five pounds," apparently as his share in his father's estate. As Samuel's wife was also a beneficiary in the distribution of the estate, and on receiving notice Samuel appeared in East Hampton to claim a portion in her behalf, as appears in the recorded receipt:

Know all men whom it may Concerne yt I, Samuell Carter, of Elizabeth Towne, in the County of Essex, doe, by these Presents, acquitt & discharge John Hopping of all debts & dues yt, att any time heretofore, here be(e)ne due unto me, in respect of my wi(f)e(')s portion, or by any other way, or meanes what ever from ye beginning of ye world to this day, I say I doe acqui(y)tt & release & discharge him, ye said John Hoppinge, of all debts, & dues(s) unto me, belonginge, as witnes(s) my hand, this seventh day of October, in ye yeere of our Lord one Thousand, Six Hundred (and) eighty and Nine. This recei(p)t was made by me, Samuell Carter, above said, unto John Hopping, of East-hampton, on Long Island, ye day & yeere above written.—Samuell Carter X his mark.—In ye presence of Thomas Tallmage (and) Shubaell Tallmage.

The last above writt(ing) is a true Coppy (e)xtracted from ye Originall recei(p)t and entered into ye Records at Easthampton, this 17(th day) of October, 1689, By me, Thomas Tallmage, Recorder, in ye Towne aforesaid.

From the East Hampton town record, we gather that Samuel sold, on October 3, 1690 to Roger Smith there:

For the s(u)me of sixteen pounds, * * * (the) parcell of upland, in the said Elizabeth Town, and Butting against the Town Mill River, and Contayning thirty-one Acres, be it More or less, * (and) also foure Acres of me(a)ddo(w), butting upon the bound(ed) Creeke, both which parcels, He, formerly, sould unto David Smith, and bought them again.

This is the first mention of young Roger Smith who is not apparently old enough to appear in the records. There is a gap of a number of years in the records when no Roger was mentioned after the supposed death of the Elder Roger. In view of record deficiencies, the case seems entirely circumstantial that young Roger was in his teens when his father is thought to have passed away. All in all, from the foregoing account, it is a clue that naturally brings to light

that Samuel's wife was a Smith. As Roger Smith and Davis Smith are mentioned, it strengthens the indication that they probably were brothers, and that John Hopping's wife probably was the identical Rebecca Smith, who was their mother, and whom he was forced to take for his partner in marriage in 1673, because of an unfavorable dilemma they were in.

David Smith died in East Hampton, L. I., March 24, 1703. Samuel was notified of his death. He appeared there again in the first week in October of 1704, and made an "indenture" on the fourth of the month which reads:

Between John Hopping, of the Town of East-Hampton, * * and Samuel Carter, of Elizabethtown, * * of the one party, and Elizabeth Smith, daughter of David Smith, * * deceased, of the other party, witnesseth, that the said John Hopping and Samuel Carter, for and in consideration of the love and affection, which they bear unto the said Elizabeth Smith, have given, granted and confirmed unto the said Elizabeth Smith * * [only with this reserve, that in case the said Elizabeth shall die, in her non-age, or without issue, the lands to be demised are still to be to them, *viz.*: the five acres of land, at the home lot, to be and remain unto the heirs of John Hopping, and the eight acres of land in the plain, to be to the said Samuel Carter and his heirs] to say, five acres of land in the home land, which the said John Hopping, now possesseth, to be laid out to the eastward of the lane that leads out of this town by the land of James Diamond, and eight acres of land in the little plain, be it more or less, bounded by the land of Annanias Conkling to the eastward, the land of John Miller Southward, and the highway west and northward, to have and to hold the same forever, upon the conditions before expressed, and doth warrant to defend.

Samuel was still in the town of East Hampton when another "indenture" was drawn up, on the same fourth of October, between himself and John Hopping:

For and in consideration of the affection he (John Hopping) bears unto the said Samuel Carter, hath given, granted and sold unto the said Samuel Carter, * * that is to say, after the death of John Hopping and his now wife, 9 acres of the home land, on which his now dwelling house standeth, together with the house and all houseing and fences, * * and also one quarter part of a share of the land at (the) hither end of Meantauket, and four acres (of) commonage, in the town platt, here, * the town of East-hampton.

As Hopping was the stepfather of Samuel's wife, it seems the above was made in conformity with the understanding they had in 1688. In turn Samuel sold the same property above mentioned on that date to John Shaw, of East Hampton, for forty pounds, for the latter's possession, "after the death of John Hopping and his wife."

It seems that twenty-two years afterwards Samuel went again to East Hampton to certify, on March 5, 1712, that he quitted his "claim to any right in Easthampton, by any deed from David Smith, especially by a deed dated Sept. 19th, 1686, which deed he then assigned to Matthias Hoppin(g)," son of John Hopping by his wife Rebecca. The deed of that date is not recorded in the town records, neither is it found in the court records kept in the archives at Riverhead, L. I.

Samuel and his brother Nicholas mortgaged, on December 10, 1687, to Thomas Osborne of Elizabethtown, tanner, "a piece of seven acres of meadow," bounded on the south by a "little creek," east by the Newark creek, west by the land of Isaac Whithead, senior, and north by a "small creek," separating Henry Lyon's meadow land from theirs.

Samuel's prominence loomed up when he was appointed, with William Looker, to be appraisers of the inventory of the estate of Samuel Willis, of which they submitted their report to the Court on July 20, 1696, giving the valuation of the estate (all personal) at forty-six pounds and seventeen shillings.

About 1698, the Elizabethtown people petitioned the king, "for Greater Protection from the East Jersey Proprietors," the petition, containing the name of "Samael Carter," the name of Daniel Sayre, and also the name of our John Cory. The full content of the appeal is inserted in the life story of Daniel³ Sayre (Page 325). Samuel was admitted in 1699 as an "Associate" of Elizabethtown, with a given addition to his "first lot right."

He was on the committee "to Lay out, Divide, and Equally assi(gn) all the Lands and meadows within the whole Bounds and purchase of Elizabeth Town, to every one Interested therein, by Right of purchase, under the honourable General Richard Nicholls, their Several and respective parts and shares of the whole." It was the division of the back country lands for distribution to the children of the new generation and the new comers. The committee entered upon its work on December 26, 1699, and completed it on March 5, 1700. The ground surveyed was watered by the Rahway river in its southerly course and extended from the Newark line on the north, to the Woodbridge line on the south, reaching to the foot of "the mountain" on the West. It included a considerable part of the present towns of Union, Westfield, and Plainfield, and a small part of the town of Rahway. It comprised about seventeen thousand acres, being divided into one hundred and seventy-one tracts of a hundred acres each, mostly forty by twenty-six chains, the general direction

of the length being from east to west, and of the breadth, from north to south. By this division, Samuel drew a one-hundred-acre lot, No. 20, between Springfield and Milltown, on the east side of the mill pond.

At the court of sessions, held at Elizabethtown on March 12, 1700, Samuel made a violent speech, "and in an Insolent and contempt(u)ous man(n)er, Railed and disowned the authority and (form) of the Court and of the P(re)sident and Justices there setting, calling the P(re)sident Wi(llia)m (Sanford) Rascall, and challenging him and the Rest of the Justices out of the Court several times." * * When he was arrested by the sheriff and placed in "gaol," a large party of Elizabethtown residents, by whom he had been chosen to represent, and whose sentiments he had been expressing, made such a disturbance that the court was forced to adjourn. From that time riots broke out spontaneously in several towns now and then all summer. The proclamation of the governor had but little effect in quelling the disorders.

The holding of the court was transferred to Newark. In the morning of September 10, 1700, the court, composed of the same justices, was in session when a party of horsemen, apparently under the lead of Samuel Carter, forcibly prevented the sheriff from carrying out an order of the court for the imprisonment of one Samuel Burwell, who was to be tried.

On the opening of the trial, Samuel demanded very dramatically: "On what authority does this court sit?," to which the presiding officer replied "By the authority of the King." Justice Theophilus Pierson, son of our venerable ancestor, held a whispered conference with his associates and the presiding officer and then counseled Samuel to agree for an orderly procedure. But when the sheriff attempted to remove the prisoner to jail after the court had sentenced him the mob broke loose. The "rabbele of Elizabethtown," about sixty in number, including representatives of most of the prominent families there, and among whom were Samuel and his son, if not his nephew "Barnabest Carter," fled *en masse* on horseback, taking with them the prisoner homewards. The story of this scene is partly repeated in the history of Samuel³ Harrison, and also of Daniel³ Sayre.

At a "Court of Quarter Sessions" for Essex county, held on February 9, 1704, an indictment was brought in against Samuel and others for assaulting the sheriff in 1700. The early records show that a Samuel Carter was tried in May of 1712; again in August of 1716, and again in October of the same year, but no details of the cases are given, and it is not certain whether it was our Samuel him-

self, or the later Samuel Carter, who was on trial in court.

For all these injustices, and against the acts of the Lords Proprietors, two hundred East Jerseyites signed a petition in the fall of 1700, entitled "Remonstrance of the Inhabitants of East Jersey to the King," asking for the appointment of a more suitable governor. Samuel's signature appears among them. This trouble was due primarily to the fact that the colonists, acting under a right, granted by Governor Richard Nicolls of New York, had purchased their land from the Indians, and settled on it, and later the proprietors claimed ownership by virtue of a grant from the Duke of York, and forced the settlers to take out "patents" for the land and pay rent, to which the colonists objected as strenuously as they knew how. Below are the contents of their appeal in full:

The Remonstrance and Humble Petition of your Ma(jes)ty(')s Loyal Subjects, Inhabiting in your Ma(jes)ty(')s Province of East New Jersey in America:

Humbly Sheweth That Whereas, your Ma(jes)ty(')s humble Petitioners did remove and Settle themselves into the said Province of East New Jersey, and by Virtue of a Licence from the Hono(r)able Col(onel) Richard Nicholls, Governour of the said Province, under his then Royall Highness, the Duke of Yorke, to purchase Lands of the Native Pagans, did, according to the Licence, Purchase Lands of the said Natives, at their own Proper Costs and Charges. And whereas, since his Royall Highness did sell and Transfer all his Right and Interest to the said Province of East New Jersey to certain Proprietors; by whose Licence severall other(s of) your Ma(jes)ty(')s Loyall Subjects have also since purchased Lands at their own proper Costs and Charges of the Native Pagans of the same Place, whereby they humbly Conceive they have Acquired and Gain(e)d a Right and Property to the said Lands so purchased. Yet, notwithstanding your Ma(jes)ty(')s Loyall Subjects are Molested, Disturbed and dispossessed of their said Lands, by the said Proprietors, or their Agents, who, under pretence and Colour of having bought the Government with the Soile, have distrained * and Ejected severall Persons, for and under pretence of Quitt Rent, and Lords(') Rent, whereby your Ma(jes)ty(')s Liege Subjects have been sued, and put to great Trouble and Charges, and have been Compelled to Answer to vexatious Actions, and after they have defended their own Right, and obtained Judgement in their favour, could not have their Charges as, according to Law, they ought to have, but have been forced to sitt down under the loss of severall Hundreds of pounds, sustained by their unjust Molestations.

And further, notwithstanding your Ma(jes)ty(')s Liege Subjects have Purchased their Lands at their own Proper Costs and Charges, by Vertue of the aforesaid Licences; Yet the said Proprietors, Govern(ern)ors or Agents, without any pretended Process of Law, have given and Granted Great part of the said Lands by Patent, to sever-

all of the s(ai)d Proprietors and others, as to them seemed fitt.

And notwithstanding their Pretence to Government, Yet they left us from the latter end of June, 1689, till about the latter end of August, 1692, without any Government, and that, too, in time of Actual War, so that, had the Enemy made a Descent upon Us, wee were without any Military officers to Command, or Give Directions, in Order to our Defense, or Magistrates to put the Laws in Execution, and dureing the whole time, the said Proprietors have Governed this, your Ma(jes)ty(')s Province; they have never taken Care to preserve, or Defend us from the Native Pagans, or other Enimy(e)s, by sending or Providing any Arms, Am(m)unition or Stores, but rather have provoked and Incensed the said Natives to make warr upon Us by Surveying & Patenting their Lands contrary to their Liking, without purchaseing the same from them, or making any Satisfaction in Consideration thereof, And sometimes when the said Natives have sold & Disposed (of) their Lands, as to them seemed meet, they, the said Proprietors, have disposed of the same to others, or else forced them, who had Property in it, to Purchase it of them, upon their own terms, which the said Natives have highly Resented, and often complained of, and (as) [may Justly be feared] waite(d) only for an opportunity to Revenge it upon the Inhabitants of this, your Ma(jes)ty(')s Province.

And further to manifest the Illegall and Arbitrary proceedings of the said Proprietors, in Contempt of y(ou)r Ma(jes)ty(')s Laws, and against their own knowledge, signified in a Letter by them [to the Councill here in East New Jersey], wherein they say as followeth: "We have been obliged, against our Inclinations to Dismiss Coll(onel) Hamilton from the Government, because of a late Act of Parliament, disabling all Scotch to serve in places of Publick Trust or Profitt, And Obliging all Proprietors of Collonies, to present their respective Governours to the King for his Approbation, So Wee have Appointed our ffriend Jeremiah Basse to Succeed Coll(onel) Hamilton in (the) Government, whom Wee have also presented to the King, and as he is, by him owned and approved off."

Notwithstanding which Letter, they have Superceded the Jeremiah Basse, [whom, they wrote, was approved by your Ma(jes)ty] and (you) have Commissionated the said Coll(onel) Hamilton again, without your Ma(jes)ty(')s Royall Approbation, altho' Removed before by them as a Person disabled by Law, Who now, by Vertue of their, the said Proprietors(') Commission only, would Impose himself upon Us as Governour. And when in Government, before superceded by the aforesaid Basse, was by them, continued about a Year, after the twenty-ffifth of March [1697], without taking the Oath, Injoynd by Law. And doth now presume to Exercise Government, not having Legally taken the said Oath, or having your Ma(jes)ty(')s Royall Approbation, The said Proprietors of East New Jersey have also, in Contempt of your Ma(jes)ty(')s known Laws, Commissionated a Native of Scotland to be Secretary and Attorney General of this, Your Ma(jes)ty(')s Province [being both Places of the greatest Trust next (to) the Governour] and one of the

same Nation, to be Clerke of the Supream Court of this, your Ma(jes)ty(')s Province, which may be of Ill Consequence in Relation to the Act of Trade and Navigation, and to the great Hindrance of Your Ma(jes)ty(')s Loyall Subjects, [the Power of Government being Chiefly in the Hands of (the) Natives of Scotland] from Informing against any Illegall or Fraudulent Trading by Scotchmen, or others in this Province.

Wee, your Ma(jes)ty(')s Loyall Subjects, Labouring under these and many other Grievances and oppressions by the proprietors of this, your Ma(jes)ty(')s Province of East New Jersey, Do, in most humble manner, Lay Ourselves before Your Ma(jes)ty(')s [the Foundation of Justice], Humbly Imploreing your Ma(jes)ty(')s will be Graciously Pleased, according to your Princely Wisdome, to take into Consideration Our Evill Circumstances, Under the Present Proprietors, [if the Right of Government is invested in them], and your Ma(jes)ty will be Graciously Pleased to give your Royall Orders to the said Proprietors, That, with your Ma(jes)ty(')s Royall approbation, they Commissionate, for Governour, A fitt Person, Quallified according to Law, Who, as an Indifferent (Impartial) Judge, may decide the Controverseys, Arising between the Proprietors and the Inhabitants of this, your Ma(jes)ty(')s Province, And settle all the Differences, which, at present, they Labour under. And your Ma(jes)ty(')s Petitioners, as in duty bound, shall ever pray, &c.

It is noticed, in a part, that it speaks of no government from June of 1689 to August of 1692. Governor Andrew Hamilton was called to England, leaving no substitute to keep the government going. No other dignitary ventured to assume the direction of provincial affairs. An interregnum consequently ensued, during which the people of the respective towns were left to manage their own affairs by their local officers.

Hatfield, in his history of the town, says that the issue must have been clearly foreseen. It could not be averted. The proprietary government's doom was close at hand. When Governor Hamilton was superseded, in April of 1698, by Jeremiah Basse, in conformity to a law that required the Colonial governors to be natives of England, the opposition party was greatly strengthened. Another petition was sent to the King in 1701, asking that the colony be taken under his government. Of the two hundred and thirty men signing it, the name of Samuel and of "Bar" Carter appear, appealing:

To the King(')s most Excellent Majesty. The humble Pet(i-ti)on(ers), Your Loyall Subjects, inhabiting in your Maj(es)ty(')s Province of East New Jersey, in America:

Humbly Sheweth That Mr. Jeremiah Basse was sent over by the Proprietors of this, Your Maj(es)ty(')s Province, In the year 1697, with a Commission from them to govern the said Province, whose Authority was, by many opposed, for that [as it was alleged] he want-

ed our Maj(es)ty(')s Royall approbation, as, by (an) Act of Parliament, (it) is required, whereupon very great disturbances have arisen amongst the Inhabitants of your Maj(es)ty(')s Province.

That the Councill here did give an Account to the said Proprietors of those disturbances, & at the same, did advise and assure them that no Gov(erno)r, by them commissioned, would satisfy the People here, without Your Maj(es)ty(')s Royall approbation.

That, yet notwithstanding [in contempt of your Maj(es)ty(')s known Laws, and against the advice of the Councill aforesaid], they, the said Prop(rieto)rs, have sent over Colonell Andrew Hamilton [in the year 169-], to govern the s(ai)d Province, by virtue of a commission from themselves only, not having your Maj(es)ty(')s Royall approbation, who has, thereupon, assumed the Government; and by force of arms, holds Courts, to the great terrour of your Maj(es)ty(')s good Subjects; and has pressed Sundry Persons to his assistance therein, some of whom, he has imprisoned, and fined for no other cause, but for refusing Obedience to his Illegall Authority, commanding them to take up Arms against their peaceable Neighbours.

Wee, Your Maj(es)ty(')s Loyall Subjects, and labouring under these and many other grievances and oppression by the Proprietors of this, your Maj(es)ty(')s Province of East New Jersey, do in most humble manner lay ourselves prostrate before your Maj(es)ty(')s [the foundation of Justice], humbly imploring your Maj(es)ty(')s will (to) be graciously pleased, according to your Princely Wisdome, to take into consideration our evill circumstances, under the present Prop(rieto)rs, And that Your Ma(jes)ty will be graciously pleased to give Your Royall Command to the Prop(rieto)rs [if the Right of Government is invested in them], that, with Your Maj(es)ty(')s Royall approbation, they commissionate for Gov(erno)r a fitt Person, qualified, according to Law, who, as an indifferent (impartial) Judge, may decide the Controversies, arising between the prop(rieto)rs and the Inhabitants of this, Your Maj(es)ty(')s Province, and settle all the differences, which, at present, they labour under, or if otherwise, Your Maj(es)ty(')s be graciously pleased to take the Government immediately into Your Maj(es)ty(')s own hands, We humbly pray [if it may be for your Maj(es)ty(')s Service] That East and West New Jerseys may be one distinct Government.—And Your Pet(itione)rs, as in duty bound, shall ever Pray, &c.

The conflict between the Basse and the Hamilton factions and the anarchy consequent, were terminated at length by the final and unconditional surrender, on April 15, 1702, on the part of the so-called Proprietors, of all claim and right to the jurisdiction of the province. Then, in reality, New Jersey, for the first time, became a "Royal Province," governed no longer by a company of land speculators, but directly by the Crown.

In the will of John Clark, of Elizabethtown, dated December 14, 1702, Samuel's signature appears with that of Samuel Melyn as wit-

nesses. The latter was the son of Jacob Melyn who sold a tract of land to Samuel's father in 1678.

As stated elsewhere in this life story, an exhaustive examination of all the records has been made for the parentage of Samuel's wife. The only hope for the proof of the names of his sons in the future lies in the chance that some old deeds may be found to be in existence, and in the hands of some other family, showing sales of land by the heirs of Samuel. It seems most probable that Samuel was the father of Barnabas and also of the younger Samuel.

Possibly, the children of Samuel were:

BARNABAS, our lineal ancestor.

Samuel, born probably not earlier than 1675, and not later than 1685.

Authorities consulted: Unpublished manuscript of William T. Carter, deceased, now in the possession of the New Jersey Historical Society; "History of Elizabeth, (N. J.)," by Rev. Edwin F. Hatfield, D.D.; "Narratives of Newark, (N. J.)," by David Lawrence Pierson; "East Jersey under the Proprietary Governments," by William A. Whithead; "East Hampton, (L. I.), Town Records"; and a New Jersey genealogist's research work.

BARNABAS³ CARTER was born in Elizabethtown, New Jersey, not far from 1680. It is known beyond doubt that he was a grandson of Nicholas Carter, and likely the son of Samuel², although it is possible that he was the son of either John or Nicholas, jr., both of whose histories are obscure. But, as he is mentioned several times in the records with Samuel, the concensus of opinion is that he was more likely the son of Samuel than of either John or Nicholas.

Barring the discovery of some old records in private hands, it is doubtful if much more is likely to be known about Barnabas than is given below. An exhaustive study of the early Elizabeth land titles might develop some proof as to which son of the first Nicholas was the father of Barnabas. Such a search, however, would probably prove a laborious and expensive undertaking, and one with no guarantee of success, no matter how far it was carried out.

Barnabas' first appearance in the records is on the occasion of the trip with Samuel Carter (his father probably) in September of 1700. He also signed the petition to the king in 1701, with Samuel Carter.

An old record in the possession of the late Professor S. R. Wians, of Princeton University, dated September 12, 1728, gives an account of the opening of a road from Salem to the "Connecticut Farms," then part of Elizabethtown. A considerable part of the road ran along the property of Barnabas Carter near Salem.

Sometime between 1730 and 1735 Barnabas moved up to what is now Chatham, or Madison, then called Hanover, and later South Hanover and Bottle Hill. With the aid of his son Benjamin he built the first grist mill in the vicinity of the Passaic river, a few feet below where stood the steam mill, built in 1854. The mill dam was thrown across the valley, which flooded the land to the north, making a considerable stream part of the year but quite dry in the summer.

His son Benjamin seems to have been the largest landholder, owning most of the land now occupied by the village of Madison. His residence was a few rods south of where the Presbyterian church stood in 1882. It was also the home of Barnabas and his family.

The church was organized under the name of the "Presbyterian Church of South Hanover," which was its ecclesiastical designation

for the succeeding seventy years. The exact date of its organization cannot be determined, nor is there known to exist any account of services connected with its new life. This is, no doubt, owing to the loss and probable destruction of the church records for the first forty years of its existence. There is no doubt, however, that the movement began in the year 1746, and that the church was organized some time in the year 1754. In 1817 the name was changed to "The First Presbyterian Church of the Township of Chatham," which name it bore until 1846; since then it has been called "The Presbyterian Church of Madison," the name Madison having been officially given to the place about fifteen years before. The members of the Carter household were among its regular attendants.

Under the name of "Barnibus Carter," and with Jeremiah Genung, he was on the appraisement of the estate of Abraham Cory, of Hanover, Morris county. In the will, dated August 13, 1740, is written the name of "Nichlous Carter" as one of the three witnesses. How long Abraham Cory had lived in Morris county there is no record to tell. He is the progenitor of most of the Hanover Corys. Apparently he left Huntington, L. I., a few years after his brother John went to Elizabethtown, about 1696. Both he and his brother had their animal marks recorded in the "Elizabethtown Book of Earmarks" in the fall of 1714.

Barnabas died shortly after his will was drawn up on October 1, 1748. He terms himself as "gentleman." By the legal paper it seems that he was then living, but "being very weak." This was proved at Burlington, on October 19, 1748, by his executors, who were his sons Barnabas and Benjamin. Jeremiah Genung and Stephen Ward are mentioned as witnessing the making of the testament. The name of his wife is lacking as she had already passed away long before. The beneficiaries of the bequests were:

Barnabas, one Equal fourth part of my natural meadow that lyes bound(ed) on (the) Passiack River; I also Constitute and appoint my said son Barnabas, whom I ordain (as) my Executor of this, my Last will and Testament.

Benjamin, whom I also Constitute, make, and Ordain (as) my Executor of this, my Last will and Testament, a sartain Peace or parcell of land and Swampy Land, Called and known by the Name of the pond pasture, Beginning at the South West Corner of my Land that lyeth by (the) Passiack River, Running Easterly along my Line so far as it is Swamp(y) Land and thence North Westerly so as to Contain all that is Now within ffence, as the ffence Now Runs to Comprehand (the) Said pond pasture, thence a Westerly Course to the Westerly line of my said Land, thence to the first Mentioned Corner, be (it) the Same More or less, and also all my Land that

lyeth on the Westerly Side of the Road So far as it doth Bound *
 on (the) said Benjamin(')s Land on the ffrunt side of his home Lot;
 * * * Also, my Grist Mill, with the Priviledge of the
 Stream and pond, so long as the said Mill stand Without Rebuilding;
 also one fo(u)rt(h) part of My Meadow by (the) passaick River.

Luke, one fo(u)rth part of my Natural Meadow, lying by (the)
 Passiack River, and also all the Remainder of my Land that lyeth by
 (the) said Passiack River, Except One fourth part of (the) said
 River Meadow.

Nathaniel, One fourth part of my Natural River Meadow, with all
 the Remainder of my Lands and House.

Grandson Simeon Hall, one yoake of oxen, and three cows, and
 hoops and Boxes for a Cart, one Draught Chain, and my Horse
 Gears, Plows and harrow, and one narrow ax * * and also
 one feather Bed, Ruggs and furniture.

The remainder of his personal estate was divided equally into six
 parts among his children Barnabas, Benjamin, Luke, Nathaniel and
 Mary, and as a unit between his two granddaughters Susannah and
 Sarah Hall equally, when they became of age.

His children, as mentioned in the will, were :

An unnamed daughter, who was married to a Mr. Hall and
 died before 1748.

Barnabas, born about 1701; died September 11, 1776; his
 wife's Christian name was Jane.

Benjamin, born about 1703; died in 1753; his wife's Christian
 name was Sarah.

LUKE, our lineal ancestor.

Nathaniel, born about 1710; his wife, Hannah Price.

Mary, who was married to a Mr. Wines.

Authorities consulted: Unpublished manuscript of William T.
 Carter, deceased, now in the keeping of the New Jersey Historical
 Society; W. W. Munsell's "History of Morris County, (N. J.)";
 the probated will; and a New Jersey genealogist's research data.

LUKE[†] CARTER was born in Elizabethtown, New Jersey, about 1706. He presumably went with his father in the moving to Morris county sometime between 1730 and 1735. He was there when he married a young woman, whose given name was Martha, but whose family name we have not yet discovered. She was born about 1708.

An old deed, dated March 15, 1751, from John Roberts to Hugh Roberts, conveyed a lot in Morristown, on the north side of the road to Basking Ridge, bounded on the north by the road to the new meeting-house, and northeast and east by the lands of "Benjamin and Luke Carter," which indicates—that both were neighbors. The new meeting-house, mentioned in his father's life story, may have been that one at South Hanover, built about that time.

Captain Luke Carter, as he was called, took a prominent part in building the South Hanover church. At that time the church members were few, and nearly all of them in very limited circumstances, being able to do but little toward the maintenance of the church. For nearly two years they worshipped in private houses, or in barns, and in pleasant weather in the open air. In 1749 they began to build a church, but were not able to finish it, and became so utterly disheartened that the work for a time wholly ceased. Then, Luke Carter in a stirring speech, declared that if the congregation would not complete the work he would do it himself; whereupon a rally was made. The building was enclosed, furnished with a plain pulpit, and very rudely seated with boards and slabs. It might perhaps have a happy effect upon modern worshipers here to be transferred a century or so back to those primitive seats where neither cushions nor sloping backs invited repose, and when the sermons were, by no means, as brief as they are now.

The New Jersey Historical Society, at Newark, N. J., owns the commission of "Luke Carter, Gentleman," as lieutenant of a company of infantry for the town of Hanover, "whereof Mr. Job Allen is Captain." This commission is dated October 16, 1742. He was evidently promoted to the captaincy at a later date.

Luke died on October 3, 1759, in his fifty-third year; his wife followed him eleven years later, on September 16, 1770, in her sixty-

second year. Both were buried in the old cemetery of the Presbyterian church at Madison, N. J., where their tombstones are still standing.

The will left by Luke was drawn up, on September 20, 1759, while he was "being very sick and weak in body." He was a farmer of leisure, as he terms himself, in his will, a "gentleman" and a citizen "of Hanover (township), in the county of Morris." The will was probated in the office of "Gov(erno)r Bernard," under date of January 22, 1760. The witnesses were Thomas Genung, James Woodruff and John Post.

The distribution of his estate was as follows:

His wife Martha was bequeathed a "third part of my moveable estate, and also the use of one quarter part of my improved lands, to sup(p)ort her with, during her widowhood, and also the best room in the house."

His daughter "Bete" was given "the sum of eight pounds of good lawfull money of ye province, at eight shill(ings) p(e)r ouz."

His son Luke received "all and singular the one equal third part of all my lands and me(a)do(w)s, with ye messuages, by him freely possessed and injoyed by him * * and to have ye priviledge of all my land(s) and meadows, except one quarter part until my two younger sons c(o)m(e) to ye age of twenty-one, and likewise to have the brown horse and one mare, and also the cart and plows and all the tackling for the teem, and also the big(g)est oxen, and two cows, and a pare of stears."

His unmarried daughter Martha was remembered with "eight pounds of good current money of ye province, at eight shillings per owz, and also eight sheep."

His minor daughter Phebe was "to be made equal with my other dafters when she comes to the age of eighteen."

His minor son George was given "one equal third part of all my land(s) and meadows, but if he should diy before he comes to the age of twenty-one, his part is to be divided between my two other sons, also my will is that George shall have the two-year old horse."

His youngest child Thomas was heir to "one equal third part of all my lands and me(a)do(w)s, and ye young mare, but if he should die before he comes to the age of twenty-one, then (his share is) to be divided between my other sons that live."

F(u)rthermor(e my) will is that my son Luke shall pay to my two younger sons thirty pounds apeace, when they come to age; moreover, I constitute, make and ordain my beloved wife and my son Luke Carter and Josiah Miller to be my sole executors of this, my last will and testament.—Luke Carter, (L.S.)

Luke's children were:

Elizabeth, "Bete," as called in the will, was living in 1759.

Luke, born about 1736; died September 11, 1770; wife, Hannah Miller.

MARTHA, our lineal ancestress.

Phebe, born about 1744; was under age in 1759.

George, born about 1747; died September 3, 1821; wife,
Phebe Ladner.

Thomas, born about 1750; died January 22, 1829; wife, Je-
rusha Miller.

Authorities consulted: Unpublished manuscript of William T. Carter, deceased, now in the keeping of the New Jersey Historical Society; W. W. Munsell's "History of Morris County, (N. J.)"; the probated will; and a New Jersey genealogist's research work.

MARTHA⁵ CARTER: See the life story of James⁵ Cory in the Cory lineage.—Page 93.

SYNOPSIS OF THE LINE OF DESCENT

Nicholas ¹	Carter, born	1629;	died	1681;	wife.	
Samuel ²	" "	;	"	;	"	Tabitha ² Smith.
Barnabas ³	" "	1680;	"	1748;	"	
Luke ⁴	" "	abt. 1706;	"	1759;	"	Martha.
James ⁵	Cory,	1736;	"	1807;	"	Martha ⁵ Carter.
Simeon ⁶	" "	1774;	"	1847;	"	Rhoda ⁶ Axtell.
James ⁷	" "	1801;	"	1880;	"	Susan ⁷ Mulford.

ROGER¹ SMITH'S birthyear was 1626, or perhaps as late as 1630, which is indicated by his age as given in the following entry in Dr. Winthrop's medical journal: "Roger Smith, about 40 years old, (a citizen) of Easthampton, 1666." The itinerant physician, who was then in East Hampton, L. I., visiting several patients, came to treat Roger on learning of his illness.

Roger must have appeared in the town, earlier than October 27, 1655. In the town clerk's curiously complicated and unintelligible hieroglyphical record of his own making which, it seems, he kept for his own information in connection with court matters. The name of Roger Smith appears under that date "for not answearinge (the call) in the afterno(o)ne o(f)," the rest of the sentence never being completed. Whether or not it had any bearing relatively to the case of September 15, 1657, that forced his appearance with two other men for making disparaging remarks about a man named Charles Barnes, whose temper was worked up until he decided to take an action of slander against them, we are in the dark. But, as quoted from the minutes of the court:

This Action having been he(a)rd and tried by the 3 men in Authority, nam(e)ly John Mulford, Thomas Baker and John Hand, and (they) find for the plaintiff(f)e three pounds (from) each of the 3 Defendants, 20s apeece to be paid forthwith, and all charge(s) about the triall of ye action.

Roger was made a freeman on January 8, 1658, signing with his mark, his name being among twelve "names vnder-writ(t)en, (which) are added to our (town's) Combination."

His homestead was next to John Miller's when he added to his possession by purchase of the neighbor's estate on September 15, 1662, as indicated by the recorded deed:

This writinge witnesseth A bargaine, or trucke betwe(e)ne John Miller, of Easthampton, the one party, and Roger Smith, of the (same) place, afores(ai)d, the other party, that is, to say that the s(ai)d John Miller hath sould vnto the s(ai)d Roger Smith his house and home lott in Easthampton, aforesaid, lieinge next to the s(ai)d Roger Smith(')s house lott, for and in Consideration of the sume of ffowerteene pounds sterlinge, to be paid as followeth:

Imprimis: three ackers of plaine land on the East plaine, at 3℥; one barrell of porke at 3℥:10s, 10 bushells of wheat, 2℥:10s; a fatt hogg, (and) one barrell of Oyle, if it Comes, ells(e) Corne, or other Merchantable pay, all w(hi)ch is to be payd at, or before the last of march, w(hi)ch shalbe in the yeare of our Lord 1664. It is alsoe agreed that, beside the 14℥, John Miller is to choose a wether the next sum(m)er out of the s(ai)d Roger(')s Sheepe; it is alsoe agreed that the s(ai)d John Miller(')s Calves shall goe in the lott till the 25th of December next: in Witness whereof, each party hath sett to our (their) hands the day & yeare above writ(t)en.—(Signed) John Miller (and) Roger—&—Smith(')s marke.—Witnesses, Ben(jamin) Price (and) Mary Price.

By an entry on record November 11, 1662, Roger was relieved of the obligation, as he had paid for all in full.

By a record of land grant made to “him, his heirs or assigns for ever, containing a thirteen-acre lot, with all priviledges and appurtenances, belonging to such an allotment as followeth”:

Imprimis: the home lot and the addition being ten acres and a half, more or less, bounded by the street North, and Thomas Osborne, Junior's lot East, and John Osborne's land South, and John Miller's land West.

Secondly, one parcel of land by the great plain, containing seven acres and a half, more or less, bounded by the highways (on the) North and (on the) South, and Mr. Lion Gardner's land West, and Thomas Talmage's land East.

One (more) parcel of land, * being formerly John Myller's lot, but now exchanged with him for land on the Eastern plain, which house lot containeth two acres and a quarter, be it more or less, bounded by the street North and West, and Roger Smith's own home lot East, and South by a little parcel of land, joining to it, which he had of Thomas Dyamend, Sen(io)r, instead of a small parcel of land, exchanged, known by the name of the little lots.

Also, one parcel of land by the little pond, purchased of Mr. Lion Gardiner, as will appear in the said Lion Gardiner's records, * being eight acres, more or less, lying and being upon a hummock of woodland, bounded by the highway South, West and North, and East by Mr. Lion Gardiner's land.

And one parcel of woodland by the Easter(n) plain, being a second division of land, containing five acres and a quarter, more or less, bounded by the highways (on the) North and (on the) South, and William Fithian's land West, and Thomas Tomson's land, now in the possession of Mr. John Mulford East.

One parcel of meadow, being his first division in Accobonock, containing one acre and three quarters, more or less, bounded by Richard Stretton('s land) on * one side, and William Fithi(a)n('s) on the other side.

One (more) parcel of meadow, * being his second division in Accobonock, containing one acre and three quarters, more or less, bounded by Richard Stretton('s land) on * one side, and Wil-

liam Fithi(a)n('s) on the other side.

One (more) parcel of meadow * in Accobonock neck, containing one acre and three quarters, more or less, bounded by Richard Stretton('s land) on (one) side, and William Fithi(a)n('s) on the other side.

One (more) parcel * of meadow, at the Nor(th)west, containing three acres and a half, be it more or less, bounded by Richard Stretton('s land) * one side, and William Fithi(a)n('s) on the other side.

Also, one parcel of land, being (a) part of a third division, lying toward Georgica Cove, which did belong unto the allotment of Thomas Osborne, Ju(nio)r, that was sold unto pedigrine Stanborough, and the said Roger has parted with (the) land unto Pedigrine Stanborough that lieth at the South side of Steven Hand's home lot and addition * at Waynscut (by) * way of exchange, and this at Georgica, containing seven acres and a half, more or less, bounded by Mr. John Mulford's land South, and Jeremyah Conkling's land Eastward and the present Common (land) North.

And one (more) parcel of land, * being (a) part of a third division of land, being near the Indian well upon the plain, containing about seven acres, more or less, bounded by the highways (on the) North & South, and Samuell Parson's land West, and John Parson(')s and Richard Shaw's * East.

Also, one (more) parcel of land, * being (a) part of the third division of land, which is at the West end of Richard Brooke's and Joshua Garlick, S(enio)r('s), and a part of Richard Shaw's addition, which land was (the) part of their divisions and made over unto Roger Smyth by Joshua Garlick, Jr., who ha(d) procured the same from the persons above mentioned, and that being bounded by Richard Brooke(')s (land) and Joshua Garlick's and (a) part of Richard Shaw's addition East, and William Fithi(a)n's land South, and the highway that is by Roberd Dayton's land West and (a) part of Richard Shaw's land North, this land, being thus bounded, containing about seven acres, more or less, for which land Joshua Garlick had, in exchange (with) Roger Smith's home lot.

One parcel of meadow, granted to Roger Smyth by Mr. Thomas Backer, at Napeake among the divisions of waste meadow, containing about an acre, more or less, bounded by John Wheeler('s) and Thomas Hand('s) upon the North, and Richard Stretton('s) on the East, and the sand, or beach South and West.

Also, one (more) parcel of land, * being a fourth division * (which) * containeth about nineteen acres and three quarters, more or less, and it lieth at Wainscut, and is bounded Southward by the highway that goeth by John Osborne's house, and it Joineth to some land that doth belong to John Hopping, it is bounded, (a) part of it, (being) by the Common(s).

It was the rule of the town that all domestic beasts to be butchered for home consumption should be submitted for an entry on record—giving the description of the animal and the date of killing so, on

December 13, 1665, Roger notified the town recorder that he had killed ten of his swine, and that they were "all black spotted (and had) halfe (of) the forepart of (their) both eares cutt of(f long before)."

Roger was given freely, on Thomas Baker's own record, February 9, 1666, a "share of the com(m)on(age)" in the undivided land at Napeage. He was allowed, at the town meeting of November 5, 1667, a "piece of land beyond Stephen Hand(')s lott Westward, so to (go to) ye Sand Hil(l)s, leaving a high way suffis(i)ent between (his) land & steven Hand(')s lott."

Roger must have died after 1670, as there is a gap of a number of years when no such Christian name is mentioned in the town records—a period after his supposed death, and before the younger Roger was old enough to appear on record.

His wife's Christian name was Rebecca. She later became the wife of John Hopping in 1673, when she was in her thirty-third year and John Hopping in his thirty-first. As a result of their forced marriage, they had a son, Matthias Hopping, born to them thereafter. Her second husband first appeared in East Hampton in September of 1672, when he bought land from Peregrine Stantorough. It was only a year before he became involved with her.

On July 13, 1697, John Hopping sold to William Schellinger a tract of seven acres of land at the Indian well plain, "for a valluable Consideration." His wife "Rebecka Hoppin(g) * * * Ratifie(d) and Confirme(d) * * the written de(e)d of sale." It is the only time that her name appears on record. The Indian well is a place mentioned in the old records. It is supposed to have been near the beach, by a road running south from the west end of the village of Amagansett.

"Goody Hopping," as she is termed in the church register, died on April 11, 1715, in her seventy-fifth year of age, indicating that her birthyear was about 1640. She may have married her first husband Roger Smith, when she was not yet out of her "teens." Her second husband John Hopping survived her seven years, when he died on October 19, 1722, "aged ab(ou)t 80."

As seen in the Samuel Carter deeds, it indicates that John Hopping, as a stepfather, felt responsible for the Smith children's portions.

If the identical Rebecca Hopping was the widow of Roger Smith, as seems likely, she was then the mother of:

Roger.

David, married, for the second time, in East Hampton,

January 21, 1703, Elizabeth Davis; died March 24, 1703, leaving a daughter Elizabeth by his first marriage.
 TABITHA, our lineal ancestress.

Authorities consulted: "East Hampton Town Records"; a Connecticut genealogist's research work, and personal investigation.

TABITHA² SMITH: See the life story of Samuel² Carter in the Carter lineage.—Page 339.

SYNOPSIS OF THE LINE OF DESCENT

Roger ¹ Smith,	born		;	died		;	wife,	Rebecca.
Samuel ² Carter,	"		;	"		;	"	Tabitha ² Smith.
Barnabas ³	"	ere	1680;	"	1748;		"	
Luke ⁴	"	abt.	1706;	"	1759;		"	Martha.
James ⁵ Cory,	"		1736;	"	1807;		"	Martha ⁵ Carter.
Simeon ⁶	"		1774;	"	1847;		"	Rhoda ⁶ Axtell.
James ⁷	"		1801;	"	1880;		"	Susan ⁷ Mulford.

