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RECORDS

—OF THE—

TOWN OF EAST-HAMPTON,

LONG ISLAND, SUFFOLK CO., N. Y.,

—WITH OTHER—

Ancient Documents of Historic Value.

VOLUME I.

1639 - 1679, 80

This volume includes the Records from 1639 to 1679-80 transcribed under direction of Committee appointed to reproduce the Records, by Town Meeting, April 3, 1883, with an Introduction by Hon. H. P. Hedges, published at the expense of the Town and by its authority.

JONATHAN T. GARDINER,

JONATHAN BAKER,

JOSEPH S. OSBORNE,

Committee.

SAG-HARBOR :

JOHN H. HUNT, Printer.

1887.

PREFACE.

—:o:— 1136350

These Records have been copied mostly by Joseph S. Osborne, *verbatim et literatim*, and are brought down, in this volume, to about A. D. 1680. The material is arranged chronologically, when dated, otherwise it has been disposed as circumstances indicated to be proper.

Nothing is now known of the "Bodie of Laws," procured from Connecticut. The "Combination," to which it was "Ordered yt all men shal set their hands," a priceless page, was cut out, evidently, and stolen so long ago no person remembers it. Great pains have been taken at all stages of the work which, in no small degree, has been a labor of love. Where any abstract has been made it is so noted.

JONATHAN T. GARDINER,

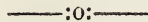
JONATHAN BAKER,

JOSEPH S. OSBORNE,

Committee.



INTRODUCTION.



The town of East-Hampton settled in 1649, in 1653 built and thatched a church. Tradition (probably correct) locates that church on the east side of the present burying-ground, opposite to and west of the house-lot of Lyon Gardiner. South of Lyon Gardiner and also on the east side of the street lived William Hedges. On the west side of the street then lived Thomas Baker and Thomas Osborn, and all within one-fourth of a mile of that church as a centre. Jonathan T. Gardiner, descendant of that Lyon; Jonathan Baker, descendant of that Thomas; Joseph S. Osborn, descendant of that same Thomas Osborn, are a committee chosen by their fellow townsmen to procure the publication of the Ancient records of their town. They have invited the writer, a native of their town and descendant of the same William Hedges, to prepare an introduction to such publication. More than two and a fourth centuries have passed since the ancestors of these descendants with others, the first settlers, laid the foundations of the good old town of East-Hampton. Our forefathers wrought in harmony the great work of planting a colony which should endure for coming centuries. Side by side their bones are mouldering in the old "South-end" burying ground. Succeeding generations took up their work in turn to cease, and again beside each other there, to rest in the last long sleep. The animating sentiment, the impelling motive, the moving impulse, the sustaining fortitude, the elevating aims, the upholding faith, the cheering friendships, the darkening perils were similar for all. They

were in life united and in death not divided. This invitation to the writer from the descendants of such sires, is enforced by the memories of eight generations of the dead. Their mighty shades make the call to him sacred.

The free Government and institutions of the United States of America were born in its early settlements. Of necessity the first colonial communities were self governed. They were in a wilderness which must be subdued to sustain them. Wild beasts and wild Indians encircled them. They were visited by roaming tramps and vagabonds. Discordant elements divided them. Gaunt famine threatened. On every side without and within the dark cloud of danger hung over them. Untiring industry alone could keep away starvation. Fearless strength alone subdue the wild beast. Sleepless vigilance only secure from the savage foe. Organized power only could settle and put down individual grievances and quarrels. Combination only could build churches and school-houses, roads and bridges. Martial law only could gather power to repel the enemy. Self-preservation required self-government. Discord and disorder was ruin.

The government must embody the people's will or be a shadow. It must be strong to act or be defied. It must be swift to strike or fail of opportunity. It must drown all discord or be overwhelmed by it.

In such conditions were all the early colonial settlements. Therefrom sprang a hardy race who by unshrinking toil felled the forest, built villages and towns, made laws suitable to their requirements, instituted churches, organized armies and in self-reliant hope and courage founded a nation on the Western shore of the Atlantic. As truly as the river's source is found in remote springs and fountains whose union forms the rolling stream, so truly the springs and fountains of these great States are found in the early settlements of this fair, free land.

The Records of the Town of East-Hampton are more full, more clear, more continuous, more intelligent than are usually found in like early colonies. They contribute clear historic light wherein from the source in the past we may trace the causes which produced the present. Every native of the old town, every careful student of our National History will rejoice that these records by publication have become an enduring memorial to the world, and thank the sons of her early settlers for this generous contribution to the history of our nation.

From the settlement of the Town in 1649 until the conquest of the Colony of New-York in 1664, East-Hampton was practically self-governed. Left mainly to itself these fifteen years the colony gained an experience of self-control and self-reliance that educated it for free institutions which in succeeding ages arose out of like experiences in all the old settlements of the country.

The Town Meeting was the originating organizing, electing, legislating and deciding power. As early as October 3, 1650, at a Town Meeting then holden, called "a Court of Election," Thos. Talmage, Jr., is chosen recorder. Also "four men with the constable for the ordering of ye 'affairs' of ye Towne." The ordinances then and thereafter enacted were such as were called for by their peculiar condition. The oaths prescribed for the offices of Recorder, the three men, sometimes 4 and sometimes more, holding magisterial authority; the pound-master and constable are on pages 6 and 7. The four men or any two of them could try cases involving any sum under forty shillings. See page 7.

The Montauks were the most powerful and probably numerous tribe of Indians on Long Island, claiming tribute and service from all the other tribes at the time of this settlement. Even after the universal massacre of their warriors by the Narraghansetts, (see pages 174, 175-6) and the terrific rav-

ages of the small-pox (see page 201), their number was large and stated in 1761 to be 180.

An alliance with the nearest settlement for purposes of security of defence and improvement of adjoining lands, was vital. The entry succeeding the earliest record of the Town Meeting shows the care taken to make this secure, (see pages 8, 9, 10.)

The order that all that are fit to bear arms be sufficiently "provided of such armes" and the prohibition to sell "powder, lead, shot, sword, flint, gun or pistol to any indian," (page 8,) show the sense of impending peril.

In all that required care for the general safety against outside foes, internal dissension, individual neglect, violence, fraud or injustice against oppression, avarice, theft, crime, disorder and vice.

The Town Meeting fitted the Law for the emergency, and with heavy hand repressed all disorder.

Although the Town Meeting met often; sometimes monthly and sometimes "in 3 wekes." "or els the first wet day and all to appere at the beat of the drum" (p. 12); although the magistrates, generally "3 men" were directed to hold court "every month," see page 17), yet it might be too long for an impatient litigant to wait until the sitting of either. In case the real or supposed necessity so required a court could be demanded sooner provided the litigant paid the fees therefor (see pages 7, 74 and 424. The term "purchased court," or purchasing a court, occurring in these records simply means that the court was held at an extra occasion and the fees of the court were paid by a litigant and were simply a compensation for the time of the court. In the sense that the judgment of the court was "purchased" or purchasable, a comparison of the ancient with modern tribunals or legislatures would do no discredit to the former.

The Town Meeting, the acorn out of which grew the

stately oak of local and national government in these United States acted under so many occasions and emergencies that entire classification is hardly possible. The following may assist the reader in the study of the subject :

THE TOWN MEETING.

Elected all officers—pages, 7, 45, 88, 99, 103, 113, 148, 180, 185, 187, 197, 200, 225, 242, 255, 274, 364, 366, 414.

Constituted Courts—pages, 7, 45, 154, 177, 227.

Tried important cases—pages, 22, 33, 87, 389.

Heard Appeals—pages, 27, 28.

Ordered Lands Alloted—pages, 15, 25, 151, 180, 181, 186, 188, 204, 267, 392.

Chose the Minister, &c.—page, 16.

School Master, &c.—page, 350.

Fixed their Salaries—pages, 16, 155, 183, 393, 404, 432.

Ordered the Church built—pages, 19, 20, 66.

Admitted or excluded Settlers—pages, 7, 13, 18, 20, 91, 176, 182, 327, 371, 387, 395, 400, 421.

Ratified or annulled Sales of Land—pages, 7, 18, 20, 109, 154, 231, 327.

Assigned to Committees their duties—pages, 13, 18, 291.

Made police regulations—pages, 8, 11, 17, 18, 20, 21, 29, 71, 81, 101, 104, 192, 201, 367, 380, 422.

Imposed fines for absence from Town Meeting—pages, 7, 13, 14, 16, 17, 145, 251, 356.

Neglect to vote or accept office—pages, 28, 100, 145.

or disorderly conduct in Town Meeting—pages, 72, 72.

Ordered a prison—page, 57.

Licensed Taverns—pages, 61, 154, 370.

Appointed or provided for the Whale Watch—pages, 18, 29, 60, 88, 114.

Regulated the fencing and improvement of the public lands—pages, 103, 144, 146, 148, 155, 185, 186, 190, 192,

197, 218, 220, 224, 257, 270, 327, 361, 367, 386, 388, 392, 401, 404, 423.

Chose military officers—page, 225.

Fixed times for burning the woods—pages, 17, 21, 220.

Expelled vagabonds—pages, 18, 20, 93, 371, 421.

Provided for highways, &c.—pages, 27, 60, 68, 22, 32, 46, 59.

Labor thereon, and footpaths—pages, 27, 71, 187, 224, 269.

Enacted Laws for Estrays—page, 272.

For settling Mechanics—pages, 307, 331, 338, 339, 349, 360, 415, 416.

The entry of June 24, 1672, page 346, is significant. In the March of 1672, France and England had declared war against the Netherlands. Governor Lovelace had summoned the eastern towns of Suffolk County to assist in defending the Colony and contribute to repairing the fortification at New-York city. The Justices and deputies from these towns meeting at Southold, had determined that they would so contribute "If they might have the privileges that other of his Majesties subjects in these parts do have and enjoy." The determination "is well approved of by this town and they are willing to answer their part in the charge according to their act if the privileges may be obtained but no otherwise." The novice in history will understand that representative Assemblies were granted to Rhode Island and other colonies by charter, and had just been granted to New Jersey. This privilege so dear to free born Englishmen, inherited from Magna Charta, the safeguard against arbitrary taxation, is the privilege so earnestly desired by them, and the granting whereof is made the condition for their contributing. Thus early the sons of this old town evinced their undying attachment to the liberties of the citizen. The experiment of self-government conducted by them in their forest home for a generation had borne good fruit. In their own experience

of nearly one-fourth of a century secluded from the hand of power, too obscure for the notice of rulers, they had administered among themselves such laws, civil and martial, as suited their simple habits. Well they knew that no laws made in Parliament wherein they were unheard, could fit their condition so exactly as their own taught them by their circumstances. In after years, through the voice of their representative, Samuel Mulford, they spoke for freedom. Its undying spirit burned in all their succeeding history. The resolve of this liberty-loving town was no more doubtful than the resounding echoes of Bunker Hill. If the heavy hand of despotic power found servility elsewhere in these old towns the unequivocal tones of freedom rang out as warning bells for the coming centuries.

This volume of the Records extends about thirty years from the first settlement. The colony was fairly launched on the political ocean where were sailing many like towns on the borders of the Atlantic. The members of the colony had increased. Dangers from the Savage had lessened. Adventurous hearts panted for more acres and more room. John Osborn selling land at the east and acquiring much more at the west at Wainscott, was located here in 1670, and being so "remote from the town," in June of that year a grant of preference "to grlnd at the mill" is given him. The tradition that he was the first settler of Wainscott is confirmed by this and other entries in the records. His home lot taken by the settlers given to Thos. Smith, a blacksmith, who soon leaves, then dedicated by vote for a parsonage, is finally sold to Josiah Hobart, who settles on it and afterwards becomes High Sheriff of his county.

WITCHCRAFT.

The wife of Joshua Garlick, accused of witchcraft, by an order of the town meeting made March 19th, 1657, was di-

rected to be taken for trial to Hartford. The testimony against her is scattered over the records anterior to and about the time of this entry. The result of this trial appears to have been unknown until lately. In the printed colonial records of Connecticut, pages 572 and 3, appears the following letter, and on the same page in a Note the letter is said to be in the handwriting of Gov. Winthrop, not dated, but must have been written some time in the spring of 1678 :

LETTER TO EAST-HAMPTON.

“ GEN & LOVING FRIENDS :

We having received your letter & findinge recorded a Court Order of 1649 wherein ye Court declared their acceptance of your Towne under this Government a copy whereof we have herewith sent you, and havinge received a full resignation of your towne under this Government by your Agents Lift. Gardiner, etc., we shall present the same to our next Gen : Court for a further & full canfirmation thereof: And ye meantime did take yt case which was presented from you into serious consideration and there hath passed a legall tryall thereupon: Whereupon though there did not appeare sufficient evidence to prove her guilty yet we cannot but well approve and commend the Christian care & prudence of those in authority with you in searching into ye case accordinge to such just suspicion as appeared.

Also we think good to certify yt it is desired & expected by this Court yt you should cary neighbourly & peaceably without just offence to Jos. Garlick & his wife & yt yy should doe ye like to you. And ye charge wee conceive & advise may be justly borne as followeth: yt Jos. Garlick should bear ye charge of her transportation hither & return home. 2ndly, yt your towne should beare all their own charges at home & the charge of their messengers & witnesses in bringing the case to tryall here & their return home—the

Court being content to put ye charge of the Tryall here upon ye County's account."

Thus the only known case of accusation for witchcraft in East-Hampton, for the trial of which the town authorities preferred to seek a higher tribunal, resulted in an acquittal, to the lasting honor of the town and the colony of Connecticut.

WHALING.

The first settlement of the Town was located near the ocean, as if for convenience of whaling, which probably was even then a consideration moving to the enterprise. References to this adventurous business occur among the earliest records, and seem to indicate that the whole colony were interested and engaged and sharing therein. (See pages 8, 18, 29, 53, 60), even suspending school therefor, (p. 380). As early as 1668, Jas. Loper was here suing Renek Garrison for "non-performance of his agreement about going a fishing," p. 284. In 1672 he was attaching blubber of Nathaniel Williams, p. 344. In May, 1673, he is acquiring a house lot in the Calf Pasture (south of Wm. Hedges' lot), p. 360. In December, 1674, he had married Elizabeth, daughter of Arthur Howell, and was making a marriage settlement on his wife, p. 372. The Records of Nantucket, under date of June 5, 1672, contain the draft of a proposed agreement with James Loper, of East-Hampton, to engage there "on a design of whale catching." It does not appear that Loper went to Nantucket on the "design." Possibly the bright eyes of Elizabeth Howell were a strong attraction and may account for the marriage and settlement and prosecution of whaling thereafter at East-Hampton. The very successful prosecution of off shore whaling in late years at Amagansett, is but the continuation of adventure perilous but prosperous, conducted by the hardy sons of East-Hampton from the earliest times,

THE TITLE TO THE LANDS UNDIVIDED.

It has been a question often mooted whether the title to the lands vested in the town as a corporation or in certain proprietors, their heirs and assigns. Some expressions on the records appear as if the town as a town owned and controlled until allotted all the lands therein; but the proprietors who undertook the enterprise of settling the colony, purchasing of the Indians, instituting and building the church and schoolhouse, and subduing the wilderness, called themselves "the town." To all practical purposes for over an hundred years they were "the town." Their expenditures of time, labor, money, hardship and danger made the place habitable for themselves and others, and the enhanced value they deemed as justly an inheritance belonging to them and their heirs.

On page 66 is found "the charge for the Meeting House." Against the name of each land owner is set the amount he contributed, then the number of acres he was entitled to share in the undivided lands of the town; then his proportion due according to his share, then the balance due to or from him.

Thomas Baker contributed £1, 0s3, 06d; he was the owner of 21 acres in all the yet undivided lands, he was bound to contribute £0, 13s, 1½d; there was due him 0£, 15s, 3½d. Now, turning to page 432, where is recorded the land of Thos. Baker, we find he had "a one and twenty acre lot, viz: Home lot and plains with all privileges and appurtenances belonging to such an allotment. In other words, he had a right in the division of unallotted lands to that proportion, if he had received more that would be deducted, and if less, that would be made up to him in a future division of land.

All this agrees with the purchase of How by Baker, "what he now possesseth & what is or may belong to him with re-

lation to his Lott as his right to his settling there,"	page	5.
The 13 acre lot of William Barnes,	"	437.
The 20 " " " Robt. Bond,	"	445.
The 13 " " " Richard Brooks,	"	447.
The 21 " " " Thos. Chatfield	"	451.
The 20 " " " William Edwards,	"	474.

These and others are simply illustrations of the principle admitted on the records of individual ownership in all the undivided lands covered by the deeds in proportions well understood and recognized in the allotments or divisions of lands whenever made.

The word "commonage" is often applied to these undivided rights in the unallotted territory, as on page 374, in the gift of John Mulford, senior.

CHURCH.

There is no doubt that the early settlers of this town were strict Calvinists. Characteristic of their Puritan principles they called their church building "the meeting house." Neither in this or neighboring churches was any name sectarian or denominational given to the church as such. "The church in Southampton," in "Bridge-Hampton," in "East-Hampton," were so called from the village or town of their location, and only so called. When the venerable James, after a long service rested from his labors; his loving people engraved on his tombstone no narrow epithet, but this: "He was Ministar of the Gospel And Pastyre of the Church of Christ." The colony was happy in the choice of their Pastor. Minister James understood the Indian language, sometimes instructed the Indians and preached to them, and acted as an interpreter (Southampton records, vol. 1, p. 160, vol. 3, p. 110.) He was learned, resolute, just, sincere, fearless, active, a powerful personality.

The colony were not less happy in the watchful regard of Lion Gardiner, who soon became one of their number & oc-

cupied the lot next that of Minister James with whom he took "sweet counsel." He was venerable for years, of large experience, both warrior and statesman. With the councils at Hartford or of the Sachem at Montauk, his influence was potent. The flight of centuries revealing the weakness, the errors, the mistakes of the past, has left undimmed the radiant name of this magnanimous Puritan.

This volume covers the formation period of the town—The infant had grown to manhood. Under the tuition of Connecticut for the first fifteen years, East-Hampton was cast in the Puritan mould. After the conquest of the New Netherlands in 1664, by the English, the entreaty of East-Hampton to abide with the colony of Connecticut was denied, p. 223, 241. In March, 1666, for their own safety they were constrained to purchase and hold under the authority of the Duke of York, by patent from Governor Nicoll—pages 353, 354, &c.

In June, 1674, after the reconquest from the Dutch, a renewed petition to be joined with Connecticut, is made in vain p. 370. Yet for two centuries East-Hampton in untiring industry, in adventurous enterprise, in intellectual culture, in free aspirations, in modes of thought, in devotional fervor, was essentially Puritan. Disunited in government, it remained essentially in spirit a fragment of New England. The early history of the settlers reveals nothing of which their descendants need be ashamed. The transforming hand of the Puritan swept away its wilderness and planted the harvest. The free soul of the Puritan burst the bands of oppression and instituted freedom. The burning devotion of the Puritan revealed to the world a light that growing in radiance shall yet lead the millions into "the new heavens and new earth wherein dwelleth righteousness."

BRIDGE-HAMPTON, February 26th, 1887.

H. P. HEDGES.

RECORDS

—OF THE—

Town of East-Hampton, L. I.

—:o:—

BOOK 2, page 165.—Know all men whom this present writing may concerne yt I James farrett of Long Island gent. Deputy to the Right honorabell the Earle of Starlinge Secretary for the kingdome of Scotland do by these presence in the name & behalfe of the sd Earle of Starlinge and in my owne name alsoe as his deputy as it doth or may concerne my selfe give & grant free leave & liberty to Lion Gardiner his heyeres executors & assignes to enioy that Island wch hee hath now in possession called by the Indians Manchonacke by the English Ile of wight I say to enioy both now & for ever, wch Iland hath bene purchased before my cominge from the ancient Inhabitants the Indians, nevrtheles though the sd Lion Gardiner had his possession first from the Indians before my cominge yet is he now contented to hould the tenor and title of the possession of the aforesd Iland from the Earle of Starlinge or his sucesors whomsoever whoe hath a grant from the kinge of England under the great Seale of the aforesd kingdome: be it knowne therefore that I the sd James farrett doe give & hath given free liberty and power to the sd Lion Gardiner his heyeres executors & assigne & their sucesors for ever to enioy the possession of the abovesd Iland to build & plant there on as best liketh them & to dispose thereof as they

thinke fitt and alsoe to make execute or put in practice such Lawes for church & Civill Govment as are accordinge to gods the kings and the practice of the Country without givinge any account there of to any whomsoever and the aforesd right & title both of land & govment to remayne wth & to them & their sucesors for ever without any trouble or molestacon from the sd Earle or any his sucesors for now & ever, and for as much as it hath pleased our Royoll kinge to give the patten of Long Iland to the aforesd Earle of Starlinge in consideracon whereof it is agreed upon, that the trade wth the Indians shall remayne wth the sd Earle & his sucesors to dispose upon from tyme to tyme & at all tymes as best liketh him: notwithstanding the sd Lion Gardiner to trade wth the Indians for corne or any kind of victuals for the use of the plantacon and noe further and if the sd Lion Gardiner shall trade in wampun from the Indians he shall pay for every fathom twenty shillings as alsoe the sd lion gardiner and his sucesors shall pay to the sd Earle or his deputyes a yearely acknowledgement beinge the sume of five pounds beinge lawfully demanded of Lawfull money of England or such comodities as at that tyme shall passe for money in the Country and the first payment to begin the last of October 1643 the three former years beinge advanced for the use of the sd James ffarrett in witness where of the sd party have put his hand & seale the tenth day of March 1639.

JAMES FFARRETT.

Sealed & Delivred in the prsence of
 FFOOLKE DAVIS, BENJAMINE PRICE.

HEDGES BOOK, page 72.

APRILL the 29th, 164S.

This present writing testifieth an agreement between the worship'll Theophilus Eaton, Esquire, Governour of the Colo-

ny New Haven, And the worship'ill Edward Hopkins, Esquire, governour of the Colony Connecticut, and their astoyats on the one parte, And Poggatacut, Sachem of Munhansett, Wayandanch, Sachem Meuntacut, Momowetow, Sachem of Corchake, Nowedonah, Sachem of Shinecoke, and their asotyts, the other Part. The said Sachems having sould unto the foresaid Mr. Eaton and Mr. Hopkins, with their asotyats, all the Land lying from the bounds of the Inhabitants of Southampton, unto the East side of Napeak, next unto Meuntacut high Land, with the whole breadth from Sea to Sea, not Intrenching uppon any in length or breadth, which the Inhabitants of Southampton, have and do possess, as they by Lawfull right shall make appeare, for and in consideration of twentie Coates, twentie-four looking-glasses, twentie four hoes, twentie-four hatchets, twentie-four knives, One hundred muges, allready Received by us, the forenamed Sachems. for ourselves and asotyats; and in consideration thereof, we doe give upp unto the said Purchasers, all our right and Interest in the said Land, to them and their heirs forever.

Allsoe doe bind ourselves, to secure their right from any claims of any others, whether Indians, or other Nation whatsoever, that doe, or may hereafter, challenge Interest therein. Allsoe, we, the said Sachems, have Covenanted to have Libertie, freely to fish in any or all the cricks and ponds, and hunt up and downe in the woods without Molestation, they giving the English Inhabitants noe just offence, or Iniurie to their goods and Chattells. Likewise, they are to have the fynns and tails of allsuch whales as shall be cast upp, to their proper right and desire they may bee dealt with in the other part. Allsoe, they reserve libertie to fish in all convenient places, for Shells to make wampum. Allsoe, if the Indyans, hunting of any deare, they should chase them into the water, and the English should kill them, the English shall have the body, and the Sachem the skin.

And in Testimony of our well performance hereof, we have sett to our hands, the Day and year above written.

Witnesses to this,
 RICHARD WOODHULL
 THO STANTON,
 ROBERT BOND,
 JOB SAYRE.

The marke of POGGATACUT, Munhansett Sachem.
 The marke of WAYANDANCH, Meantacutt Sachem.
 The marke of MOMOWETA, Corchake Sachem.
 The marke of NOWEDONAH, Shinecok Sachem.

Chectanoo, X his marke, theis Interpreter,

The assignment to the Inhabitants of East Hampton is as follows :

Whereas, by direction from Theophilus Eaton, Esq., and me Edward Hopkins, a purchase was made by Thomas Stanton and others, of a part of the Esstern Part of Long Island, of the Indians Sachems, the true proprietors thereof, in the name of Theophilus Eaton, Esq., aforesaid, and myself, with our associates, as by the said agreement, dated the 29th of April, 1648, may more fully appear, which said purchase was paid by me, Edward Hopkins, and amounted to the Sum of Thirty pounds four shillings eightpence, as may appear by a Note of Particulars, under the hand of Thomas Stanton, to whom the said sum was paid, now delivered to Robert Bond, of East Hampton. This writinge witnesseth that I have received the foremeneioned sum of Thirty pounds four shillings eight pence, of the Inhabitants of East Hampton, and have delivered unto them the writings of the said purchase, and all the interest that thereby was purchased. In witness whereof, I have herevnto subscribed, the 16th of Aprill, 1651.

I say received,

£ S D

38 4 8 per me

EDWARD HOPKINS.

A true copy per me,

THOMAS TALMAGE, Rec.

PAGE 18, Book A or page 1, Book B—Articles of agrement betwene Mr Daniell How of the one party and Thomas Backer

the other party: The said Daniell How hath sould and allyanated vnto Thomas Backer all his accomodations at Easthampton with howsings orchards gardens ffenceings lands & meadows withal what hee now posseseth & what is or may belonge vnto him with relation to his lott as his right to his setlinge there; ffor & in Consideracon of paying vnto the said Daniell How the sum of twenty pound to him or his assignes the 29th day of September next; at the which day of September next the said Daniell How is to deliver the said purchase with all the appurtenances vnto the said Thomas Backer; & to free the said Thomas of all rates & charges from Church or Comonwealth; or purchase from the Indians soe that the said Thomas is not to pay any charg about the lot whatsoever; due before the 29th Day of September next except what fenceing to bee done from this day being the tenth of May 1650 in witness hereof they have both sett their hands the day & yeare above.

DANIELL HOW
THOMAS BACKER

Witness ALEXANDER BRYAN EPHRAIM HOW.

Received this 10th of May 1650 the sum of twentie pounds & is in full payment of the lot which was myne at Easthampton & now sould to Thomas Backer of Mylford I say recd by me Daniell How in full payment of my lott withall the accomodacons & Convenyences belonging therevnto of my Cousin Alexander Bryan the sum of twentie pound & the lott & accomodacons to be delivered to and for the use of Thomas Backer the 29th of September next ensuing.

DANIELL HOW.

Recd this 24th of August 1650 of Thomas Backer the sum

of twentie pounds & is in full for the lott he bought of Capt. How at Easthampton.

I say Reed in full for the lott 20.£ 00s 00d.

Pr me ALEXANDER BRYAN.

BOOK 2, page 8.—It was Ordered ye first 3d day of October 1650 yt Thomas Talmage juneor should be ye secretarie for ye Ensuing yeare.

you being Chosen to be Recorder for this prsent yeare doe here sware by ye great & everliving God yt you wil at al times during this yeare for wch you are chosen Indevor wth care and Contiontse to Record such thinges as shalbe lawfully acted and ordered by voate, and also carfully keepe such things as shalbe cummitted to yor trust so nere as you can so help you God.

It is ordered that Thomas Tallmage is to have the sum of 20s for Recordinge the Court orders for this present yeare.

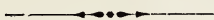


The oath of the 3 men.

BOOK 2, page 3.—You beinge Chosen by this Court for the Carefull and Comfortable carring on of the affayers of this towne Doe here swear by the name of the great and Ever livinge God that you will faithfully and wthout Respect of psons execute all such lawes and orders as are or shalbe made and Established by this Court accordinge to god accordinge to the trust Comited to you Duriinge this yeare for wch you are Chosen and untill a new be Chosen If you remayne amongst us so helpe you god.

You being Chosen Pounder for the yeare ensuinge doe swear by the name of the great and ever living god that you

shall faithfully without Respect of persons Discharge your duty accordinge to your order soe help you god.



The oath of the Constable.

you being Chosen Constable by this court Doe swere by the name of the great & ever livinge god that that you will faithfully put in execution all such warrents as shall be comyted unto you for ta execute duringe this yeere for which you are chosen in case you stay amonge us soe nere as you can soe hellpe you god.

Book 2, page 9.

EASTHAMPTON, 1650.

At a Cort of election houlden ye first Tuesday of october there are Chosen foure men wth the Cunstable for ye ordering of ye affaiers of ye Towne. And it is ordered yt any two of them shall have power to graunt a warrant tor ye bringing of any Delinquent before them in any case, also thes 5 men shall have power to try any case under ye sum of ffortie shillings but if anie case or action be to be tryed yt is above, then it is to be tryed by a jurie of 7 men.

It is ordered yt any man shall have libertie to purchase a Cort for ye tryall of any action or sute he paying forthwth to everie man yt shalbe therein imployd one shilling sixpence and for entering an action 2s.

It is ordered yt whosoever shall take up a lot in Towne shal live upon it himselfe and also yt no man shal sell his alotment or any part thereof unless it be to such as ye Towne shall approve of and give consent to ye sale thereof.

It is ordered yt if any man shal refuse or neglect to cum to any Towne meeting there to make aperance acording to ye

time apoynted upon due warning he shalbe liable to pay a fine to ye vallue of 12d.—[Crossed in original]

It is ordered yt if any whales be cast up within our bounds that every househoufder shall do his part of ye worke about cutting of them out according as his turn shal cum the towne being for this worke devided into two parts ye one halfe to goe at one time & the other at an other, and everie one upon warning given is to take his turne to look out to find them and whosoever shall be found to be a delinquent in doing his part in cutting or looking out when his turn is shal pay a fine to ye value of 5s.— [Crossed in original.]

It is also ordered yt if any Indean find a whale and do forthwith tidings of it he shal have 5s for his pains, and if any Englishman of ye Town doe accedentially find a whale & doe bring ye first tidings of it he shal have a peece of whale 3 foot broad.

Book 2, page 11.—It is ordered yt al yt are fit to beare armes be sufficiently pvided of such armes as shall be judged fit for service and everie one 2 £ of powder and 4 £ of bulets or shot equivuelent thereunto but no shot is to be allowed les than swan shot; this to be done by ye first of May next ensuing; vpon penaltie of paying 10s libertie is grantod for men to pvide ammunition till the first 2 day of July next ensueinge.

It is ordered yt whosoever shal at any time sell powder or lead or shot or sword or flint to any Indean he shal be liable to pay 5£, and if any shal sell gun or pital to an Indean he shal pay 10£ & stand to ye sensure of ye Cort.

It is ordered yt no maner of person shal set fier on ye ground yt apertaineth to ye plantation vnless it be his owne p prietic in perticular, vpon penultie of paying at such dammages as may acruie therby vnless therbe order given by ye Towne.

Loose Leaf D.—

The full firme and standinge agreement Enacted Concluded & made betweene the Comittes of Easthampton, viz: Robert

Bond John Mulford & Thomas Baker Authorised and sent by ye Inhabitants of Easthampton aforesd And Capt. Thomas Tappin Mr Thirston Rayner Thomas Halsey Jonas Wood & Josiah Stanberough the five men for towne affaiers authorised by the Generall Court of Southampton who called in to their helpe Mr Edward Howell and Mr John Gosmore Magistrates whoe wth Mr Robert ffordham assisted the above named wth their advise and Councell And upon the treaty & Debate it is firmly Concluded and Determined every one of the above named fully agreeing for the setlinge of a firme peace to be maintayned & kept at all tymes & from tyme to tyme hereafter upon the termes under written.

Imprimis, that it shalbe noe trespass at any tyme or tymes hereafter for any beast or beasts of any kind to stray out of bounds from one or eyther plantacon above menconed to or in to the neighboring plantacon but that accidentall Comonage on any land or lands inclosures or otherwise where cattell may have Egrese and Regrese shalbe for ever allowed betweene the sd Townes.

2. That what soever Cattell of any kinde of one or eyther plantacon doe breake into any inclosure or inclosures at such tyme or tymes when corne is on the ground or in to such meadowes as are inclosed for moweinge gardens or orchards or other inclosed lands Just Damage accordinge to the way such Trespassed partyes might bee by just lawes Established or to be established recompenced by their owne neighbours of their owne towne in like maner and noe other wise satisfacon is to bee made by the trespassing parson or parsons for such Cattell as stray and trespasse in the neighboringe plantacon.

3. That without sufficient & lawfull fencing in the case or cases abovesd or in any other case not menconed Damage shall not be rendered by any man or other parson or parsons for any cause or trespasse whatsoever.

4. That noe parson or parsons whatsoever shall drive or

place any hogs or other Cattell within halfe a mile of the line or bounds that is at the partinge of the plantacons or any part thereof unlese such party or partyes doe Dayly attend upon such Cattell to the intent he or thay may not suffer such Cattell soe kept to trespasse the neighbouringe plantacon.

5. That it shalbe Lawfull for any parsons or parsons of eyther plantacon to drive of any Cattell or beast that is strayed upon the Comonage not belonging to the owners of the sd Cattell, provided that the party or partyes soe Driveing any Cattell shall not doe wrong or Injury to the body or bodyes of any beast or cattell soe driven witness our hands to all and every the prmises, January 23d 1650.

EDWARD HOWELL	JONAS WOOD
THOS TAPPIN	JOHN GOSMORE
JOSIAH STANBEROUGH	THRISTAM RAYNER
THOMAS HALSY.	

A true Coppie by me BENIAMINE PRICE Recorder.

BOOK 2, page 11.—at a generall court houlden at Easthampton March 7th 1650.

It is ordered yt Ralph Daiten is to goe keneticot for to peure evidence for our lands and for an Acquittance for the payment of our money for tne purchase of our land and for a boddie of lawes at a generall court houlden at Easthampton March 7th 1650, it is allsoe ordered that any man may have libertie to set guns for to kill wollves pvided that the pties doe not set the guns wthin halfe A myle of the towne and allsoe yt noe man shall traile any baite for the wollves wthin halfe a myle of the towne and likewise yt noe man shall set any gun but he shal loke to it while the starrs appeare and allsoe to take the gun vpp by the sun risinge, and it is ordered allsoe yt if any hurt be done to any man by haveinge any cattell destroyed by any settinge of guns wthin the time lymited yt

then the losse shall bee borne by the towne every man to have his part accordinge to his land.

It is ordered yt there shall be a cart way over to the east side of the towne made in the hollow betweene Goodman Osbornes and Goodman hands, this to bee done betweene this & the 11 of June next ensueinge. June the 9 1650 this order is Dispensed wth all till the 20 of September next ensueinge.

It is alloe ordered yt when any man have any bitch that goeth to Dog they shall then kepe vpp their bitches Duringe the time that they goe to Dog vppon tho penaltie of payinge 20s.

It is ailsoe ordered yt noe man shall sell any Dog or bitch younge or ould to any Indian or Indians vppon the penalltie of payinge of 30s.

It is further ordered yt every man shall fence yt land yt hee Doth enioy yt is to be vnderstood for the quantitie of his land on the plaine.

EASTHAMPTON 15 of March 1650.

BOOK 2, page 13.—it is ordered that Roberd Bond shall goe to Coneticot for to pcure the Evidence for our lands and for an Acquittance for the payment of our money & for a boddie of lawes.—[Crossed in original.]

MARCH the 19 1651.

BOOK 2, page 21.—It is ordered that Mr Stanberough shal have 50s p annum in lew of Drawinge of water if the water mill Doth for the time that hee maintaineth the mill but if the water mill Doth not then this ord to be void.—[Crossed in original.]

It is ordered yt Mr Stanberough shal have his lott as other men have that is to say so soone as hee improves the same eyther by stocke or other wayes hee must pay all rates as other men Doe except for time past.—[Crossed in original.]

It is ordered yt the order about the fensing the home lots is Dispensed with for 3 wekes longer.

EASTHAMPTON 24 of March 1650

BOOK 2, page 13.—it is ordered yt the house lot lieinge on the north side of Goodman Daitons lot shall be Reserved for A man whom the Towne shall see mete to call to publike place.—[Crossed in original.]

EASTHAMPTON Aprill the first 1651.

BOOK 2, page 13.—it is ordered by Joynt consent of the townē yt Roberd Bond shall goe the next oportunitie to the maine to Conecticot for to pcure the Evidence for our land & our combination & the bodie of lawes and an Acquittance for our money.—[Crossed in original.]

Roberd Bond Dellivered in to the Gouvernor for the purchase of land for the townes use the sum of 1£ 3s 10d.

Roberd Bond for his expences goeing to the mayne land in the townes service the sum of 1£ 13s 6d & hee have Received of the Account 00 2s 1d alsoe Goodman Bond the time he spent in his goeing to the mayne land in the townes service was 15 Daies.

APRILL of 1651.

BOOK 2, page 13.—It is allsoc ordered that the fence in the plaine soe much as is taken vpp shall be suffitiently Done betweene this and the 28 of Aprill next ensueinge vppon the penalltie of payenge of 5s a pole for every pole yt shall not be Done by that Day.—[Crossed in original.]

(APRILL the 5th.)

BOOK 2, page 21.—It is ordered that the generall Cort is reiorned for 3 wekes or els the first wet Day and all to appere at the beat of the Drum.

APRILL 9th 1651.

BOOK 2, page 13.—it is granted to John Cartland a lott if hee comes betwene this & the last of July next ensveinge.—
[Crossed in original.]

EASTHAMPTON April 22th 1651.

BOOK 2, page 13.—It is ordered that John Hand Thomas Baker & Thomas Chatfield is to lay out the land vppon the great plaine that is not yet devided & that to be done betwene this & the last of may next Ensueinge.—[Crossed in original.]

It is agreed by vs the Inhabitants of this towne that there shall bee A Dispensation for the fence to bee Done vppon the plaine Pvided that the fence bee Done betwene this & the 3 of May next ensueinge pvided that those that are behind in their fence Doe secure the corne from all Damages and allsoe John hand is Dispensed withall for his fence toe bee Done betwene this & the 7 of May next ensueinge & likewise he is to secure the corne from all Damages.—[Crossed in original.]

It is ordered that those men that are behind in the Logg fence whose names are vnder written shall Doe their worke betwene this & the 3 of May vppon penalltie of paieinge of 4s a Day the names of the men are Mr Chatfield Mr James Goodman Rose Luke Lillie Richard Stratten.—[Crossed in the original.]

MAY the 9th.

BOOK 2, page 18.—Thomas Tomson hath entered an accon of suite ageainst Richard Brookes Richard Straton Luke Lillie for 5£ Damage by thir rames.

MAY 13th 1651.

BOOK 2, page 1.—The Delinquents that did not appeare at the Towne metinge accordinge to warninge is Thomas Tallmage Senior his fine paide 6d Ralfe Daiton his fine paide 6d

John Mullford his fine 12d paid William Mullford his fine paid 1s both of them paid towards the Drum Richard Stratten paid 6d to the Drum, Luke Lillie 6d to the Drum Thomas Osborne paid 6d to the Drum Roberd Rose his fine 6d paid to the Drum.

EASTHAMPTON May 14th 1651.

BOOK 2, page 1.—It is ordered that every man shall have A certaine quantitie of land Joyninge to the Reare end of their house lotts every man to have 4 acres to one 100£ estate accordinge to the Division that every man have in the plaine & house lotts & this land every man shall have some part of his addition of land to Joyne soe to his house lot that every man may goe from his house lott vppon his other Devision wthout trespasinge vppon any other.

EAST HAMPTON May the 19 1651.

BOOK 2, page 1.—It is ordered that whosoever shall find any wrackt goods by the seaside within our bounds if it bee vnder the vallue of 10s it shall Remaine to him or her that findeth it but if the thinge soe found be worth more than 10s that then the overplush shall Remaine to the townes vse but if the Right owner of those wrackt goods be knowne & lay claime to it yt then it shall be Restored to the owner hee payinge to the ptie that found it suffitiently for his paines.

It is allsoe ordered yt whosoever shall find any maner of goods of any mans vppon the land if the ptie that found the goods Doe not carrie those goods to the Constable wthin 14 Daies after he haue found it hee shall then paye two fold for Detaininge of those goods soe found.

It is allsoe ordered that what ever goods shall bee taken by any man either at whom or a fiell from the right owner that then the ptie that taketh those tooles & goods for his vse wthout leave from the Right owner that then the ptie that Doth soe take goods shall be liable to paye 5s.

BOOK 2, page 1.—It is ordered that every man shall make his fence sufficient for to secure the corne but if any cattell come into the corne & Do harme yn those that owne the fence shall pay the Dammage but if ther bee any unruly swine that will breake through sufficient fence that then the ptie that owneth the swine haueinge sufficient warninge he shall forthwith put on a yoke vppon the swine 3 foote longe but if it the swine prove vnruely & breake through any sufficient fence or cause other swine to goe into the corne by that means the ptie that Doth owne the swine shall paie 5s & pay all Damages besides.

It is allsø ordered that whatever great cattell shall break through or leap over any sufficient fence and hurt bee Done the ptie yt owneth those cattell shall forthwith put a piece of wod vppon the hornes of the beast but if those beast prove vnruely the ptie that owneth the beast shall be liable to pay the same vallue every way as swine Doth.

THE 9 of JUNE 1651.

BOOK 2, page 15.—It is ordered yt the plaine in the Easterne side of the towne yt for the 2 devisions it shall bee laid in 4 Devisions those that lie in the first devisions they shall have only acre for acre those that lie in the 2 devisions shall haue 10 pole allowance in the acre & those that lie in the 3 Devisions shall have 20 pole allowance in the acre & those that lie in the 4 devisions shall haue 30 pole Allowance in the acre and this allowance is to bee only in respect of the distance of the ground from the towne.—[Crossed in original.]

JULY 14th 1651.

BOOK 2, page 15.—It is ordered that Thomas Baker & Thomas Tomsin and Ben: Price shall lay out Occabonack Meadow betwene this & the 19 of this instant July vppon

penalltie of payeing 10s every one yt shall neglect the same by the Day.

It is allsoe ordered yt the 3 men before mentioned shall lay out this Occabonack meadow accordinge to their best light & Discretion and to be cast by lott & to begin the lott att the Easterne part of the meadow.

It is ordered yt Thomas Osborne Junior have granted to him 2 acres of land more in the plaine.

It is ordered yt all the rams that shall bee found amonge the goates without a apron the ptie that owneth the ram or rams shall be liable to pay 5s for every Defect herein and this order to stand in force till 5 weekes after myhillmus next ensueinge.—[Crossed in original.]

EASTHAMPTON 23th August 1651.

BOOK 2, page 17.—It is ordered that Mr James shall haue for the worke of the Mynistry amonge us for the yere ensueinge the sum of 45£ & his land to lay Rate free.—[Crossed in original.]

It is allsoe ordered that Mr James shall haue for the worke of the Mynistry wth us for future time the sum of 50£ a yeere & his shall lay Rate free Duringe the time of his standinge in office in the mynistry amonge vs.

It is ordered that whosoever shall with Draw himselfe from any towne meetinge shall pay 12d.

SEPTEMBER ye 24th 1651.

BOOK 2, page 7.—Having Reseaved a letter from the naighbouring towns desiering that wee would send men to meet at huntintun the 28 of September; and A towne meeting being warned the 24 of September about yt busines; the Asembly coming together they choas and appoynted Capt Josiah Hobert and Mr Thomas Baker to goe to huntintun; as agents for this towne to Joyne with Southampton and the other towns

agents at huntintun to conferr about and concluded such Matters to present to the Court of Assieses or other ways as thay shall Judge to conduce to the good and benefitt of the Whole.

7BER 24th, 1651.

BOOK 2, page 18.—Richard Post of Southampton hath entered an accon of suite against John Hand Sr in an accon of trespass vpon the cast.

EASTHAMPTON October 7th 1651.

BOOK 2, page 17.—at a General court houlden heare it is ordered that those 3 men that are chosen for the execution of the orders in this place shall be bound to mette the first 2 Day of the weeke of every month for the tryall of any cause accordinge to an order & to consider of those thinges that may concerne the publike good of the place & whosoever of those 3 men Doe not attend the Day at 8 of the clocke in the morninge shall be liable to pay 5s

John Mullford Roberd bond & Thomas baker is chosen by this Court for the execution of those orders comyted to ther trust for this yeere. Ralfe Daiton is chosen Constable for this yere. Beniamin Price is Chosen secretarie for this yere ensuing.—[Crossed in original.]

It is ordered that every man that Doth not apeare at all Corts or meetings to answer to thir names shall pay 6 pence and yt hee stay halfe a Day 2s 6, and a whole Day 5s vpon Due warning that is 24 hours.

It is ordered that the three men shall haue power after the 10th of March to call forth men to burne the woods.

It is ordered that every man that hath a house shal within 6 weekes gett a lader that may reach so hie that a man may goe to the top of his house and those that shalbe falty herein shalbe liable to pay 5s.

Itt is ordered that men shall traine on the next 2 day come senite.

Itt is ordered that Daniel Turner shall within the space of flortnite eythe sojurne in someffamily or bee a servant to some man or else Depart the towne.

EASTHAMPTON October 28th 1651.

Book 2, page 16.—It is ordered that Thomas Talmage Junior and John Stratton shall viewe the Damage that is Don on the plaine on the stalkes and other feede tomorrow beinge the 29 of october.

It is ordered that the land that was given to John Mulford and John Hand is to bee Deducted out of this Deuision on the Est plaine from John hand 2 acres and from John Mulford fower ackers.

It is ordered that whosoever shal Deliver fier to any without thaie haue a thinge to fetch it that is closly coued shal be liable to pay five shillings.

It is ordered that that the three men yt are chosen for this yeare shall haue power to graunt a warrant to Command the Cunstable to warne a meeting when thaie see meet.

NOVEMBER the 6 1651.

Book 2, page 20.—It is ordered yt goodman Mulford shal call ont ye towne by succession to loke out for whale.

It is ordered yt all that are fitt to beare armes shalbe sufficiently prouided with a good gunne powder shott sword worme and scourer shotbagg rest bolt and a fitt thinge to carrie powder in.

It is ordered yt ye towne shall traine sixe tymes in a yeare and this to begin ye next March.

MARCH 29.

It is ordered that ye last clause shalbe crosed and the time is the first fowerth Day of June 1652.

It is ordered yt ye order about ye Rames shalbe crosed.

It is ordered yt Thomas Baker shal lay downe ye hieway that was to be in his home lott and for the acker of land yt hee hath in his first Division in lew of it he is to lay Downe an acker in the second Divition.

It is ordered yt ye west side of the Towne shal fence thir home lotts pticuler accordinge to thir ackers of land from Richard Strattons to John Hands and this to be Done by ye last of March and whosoever is Defective herein shall pay ffive shillings a polle.—[Crossed in original.]

It is ordered that Goodman Hand shall haue power to make vp his account with the towne that is to demand and take vp what is due Due to any man.—[Crossed in original.]

NOVEMBER 17th 1651.

Book 2, page 16.—It is ordered and agreed vpon by vs the Inhabitant's that there shal be a meetinge house built 26 foote longe 20 foot broade and 8 foote stode.—[Crossed in original.]

It is ordered that Thomas Baker shall have eighteene pence for evry Lords Day that the meetinge shalbe at his house.—[Crossed in original.]

It is ordered that John Mulford shall have two ackers of land given him on the plaine in Consideraton of the smalness of his accomodatons.

It is ordered that William Edwards William ffithian Richard Brookes William Simons Samuel Parsons shall gett Sixe loade of thach within these fowerteene Dayes and if anie shall neglect to Doe his share he shal be liable to pay ten shillings.—[Crossed in original.]

It is ordered that Raphe Daiton Thomas Chatfield and Thomas Osborne Senior shal fetch the thatch in the order before menconed vpon 2 Dayes warninge vpon the fine fore menconed.—[Crossed in original.]

It is ordered that the three men that are Chosen for towne affaires shal set out the place for the meetinge house and the five men that gett the thath shall fence the same nere that place.—[Crossed in original.]

It is ordered that anie of the three men shall have power to marrie duringe this yeare.

It is ordered that John Hand shall have one acker of land on the plaine for his sonne Joseph that before was not menconed.

EASTHAEPTON December the 18th 1651.

BOOK 2, page 21.—It is ordered that goodman Meggs lott shal not be laid out for James Still to goe to worke on and that he shall not stay here.

It is ordered that all that have land in the littell plaine shal attend to goe to viewe and to DeVide the fence and whoe is Defective herein is liable to pay 2s.

It is ordered that whosoever shall fell any tree in any hie-way and clure it not away in 24 howers shal be liable to pay 5s.

EASTHAMPTON January the 5th 1651.

BOOK 2, page 18.—Beniamine Price hath entered an accon of suite with William Edwards for the forbearance of 3£ 7s and Damage thereby 20s.

Beniamine Price hath entered an accon of suite with William Edwards for the deareness of the Comodities Damage 20s

BOOK 2, page 19.—an accon examined and Determined

vpon by vs John Mulford Robert Bond & Thomas Baker betweene Beniamine Price ptf and William Edwards Def touchinge the value of 3£ 18s in Commonityes for wch we have allowed Beniamine Price 12s.

an accon examined and Determined vpon by vs John Mulford Robert Bond & Thomas Baker betweene Beniamine Price ptf and William Edwards Deft touching the Damage of the forbearance of 3£ 7s in wampum for wich we have allowed Beniamine Price 5s 0.

JANUARY the 9th 1651.

BOOK 2, page 21.—It is ordered yt 5£ worth of goods or Cattell that are attached from William ffithin for his breach of order in sellinge shott to the Indeands shalbe given to his Children as thiers and Comited to his hands for his best emprovement and be Comutable to them when the towne shall thinke fitt.

FFEBUARY 2 1651.

BOOK 2, page 20.—It is ordered that Goody Edwards shal pay 3£ or have her tonge in a cleft sticke for the Contempt of a warent in sainge she would not come, but if they had bin Govnor or Magistrate then she would come and Desiringe the warrant that she might burne it.

MARCH 4th 1651.

the order about fencinge the home lotts is Dispenced with for Tho Baker William Mulford Luke Lillie and Richard Stratton soe thai Doe not neglect thir severall on the side next Tho Tomson.

It is ordered yat any man may burne the woods of the west side of the towne.—[Crossed in original.]

MAY the 4th 1652.

BOOK 2, page 21.—At a General Cort it is ordered that the Land on the East plaine shal be for the 2 Division laid out 80 pole longe and aker for aker noe allowance neyther for Distance nor stubbs but only in case any man fall in the runninge rootes that are beyond the 2 mile hollow.

It is ordered yt it shalbe laid out by John Mulford Tho Baker John Hand betwene this and the last of this moneth.

It is ordered that those men Ralph Daiton Thomas Osborne senior William Edwards shal Quietly enjoy their land that they now possesse with out any more Questioninge.

MAY the 8th 1652.

BOOK 2, page 22.—It is ordered that John Mulford and John Hand shall have thier mony repaid that they have laid out of the land that was given them for their estate in England wch was resiued vp agen that is to say Two accers from John Mulford and one from John Hand.—[Crossed in original.]

It is ordered yt the land on the litell plaine shalbe all mesured that every man may have his Just Due and thay that lay it out shal lay out a cart way to Wainscott where it may be most Convenient except Thomas Talmages lott. This order crossed by a vote of the Towne June 10 1652.

It is ordered that Luke Lillies Lott shal be mesured and if there bee above fouer ackers besid the addision it shall goe on in pte of his accomodacons but if not to remaine for 3 ackers.—[Crossed in original.]

It is ordered that Thomas Baker shall have in exchange for his 2 Devision on the esterne plaine wh is 7 ackers and a halfe to have it within the worme fence on the litel plaine.—Crossed in original.]

It is ordered that all men shal bringe thir armes to meetinge

on the lords Dayes and whosoever shal be Defective herein shal pay twelve pence.

MAY 17 1652.

It is ordered yt every man that hath Sixe Cowes shall keepe a bull to goe wth them.

It is ordered that those that have bulls wth the heard of Cowes shal have Sixe pence ffor every cowe yt their bulls serve of others for this present year.—[Crossed in original.]

It is ordered yt the secretarie shall have Two pence a parcel for recording their land.

EASTHAMPTON June the 10th 1652.

BOOK 2, page 178.—The records of the Land vpon the Great plaine.

Imprimis. William Hedges Sixe ackers and a halfe vpon the great plaine be it more or lese bounded with the hie way South the litell pond West and the hie way North and John Mulford East.

John Mulford five ackers and a halfe vpon the great plaine be it more or lese bounded with the hie way South and William Hedges West and the hieway North and Thomas Chatfield East.

The records of the Land of the littell plaine.

EASTHAMPTON June 10th 1652.

BOOK 2, page 180.—Imprimis. Thomas Talmage senior Two ackers vpon the Littell plaine be it more or lese bounded wth the hieway South Georgika West & North and Mr James East.

Mr Thomas James ffouer ackers vpon the litell plaine be it

more or lese bounded with the hieway South Thomas Talmage ser West Georgica north and John Hand East.

John Hand ffour ackers vpon the litell plaine be it more or lese bounded with the hieway South Mr James West Luke Lillie North and Thomas Talmage iunior on the East.

Thomas Talmage iunior ffour ackers vpon the litell plaine be it more or lesse bounded with the hieway South and John Hand West and Luke Lillie North and John Stratton East.

John Straton ffour ackers vppon the litel plaine be it more or lese bounded with the hie way South and Thomas Talmage iunior West and on the North parte agt Luke Lillie and part agt Richard Straton: and the hie way East.

Thomas Baker fflower ackers vpon the litell plaine be it more or lese bounded wth the hie way South West and North and Thomas Chatfild East.

Thomas Chatfild Three ackers vpon the litell plaine be it more or lese bounded wth the hieway South: and Thomas Baker West, and the hie way North and Thomas Osborne Senior on the east.

Thomas Osburne Senior fflower ackers vpon the litell plaine be it more or lese bounded with the litel ponde Southeast and Thomas Chatfield South West and the hie way North West and Robert Bond north East.

Robert Bond fflower ackers vpon the litell plaine bee it more or lese bounded with the litell pond East and Thomas Osburne Senior South and the hie way west and Thomas Tomson North.

Thomas Tomson fflower ackers vpon the litell plaine be it more or lese bounded with the litell pond east and Robert Bond South, and the hieway West, and John Mulford North.

Book 2, page 179.—John Mulford fflower ackers vpon the litell plaine be it more or lese bounded with the litell pond East, and Thomas Tomson South and the hie way West and Dorothy Rose on the North.

Dorothy Rose fflower ackers vpon the litell plaine be it more or lese bounded with the litell pond East and John Mulford South: and the hie way West and the Comon North.

William Mulford Three ackers vpon the litell plaine be it more or lese bounded with the hie way East & South and Richard Straton West and the hie way North.

Richard Straton Three ackers vpon the litell plaine be it more or lese bounded with William Mulford East and John Straton South and Luke Lillie West and the hie way North.

Luke Lillie Three ackers vpon the litell plaine be it more or lese bounded with Richard Straton East and John Straton Thomas Talmage iur. and John Hand South and Georgica West and from Richards Stratons corner square to the ponde North.

JUNE 29, 1652.

BOOK 2, page 22.—It is ordered that Thomas Baker Thomas Chatfield John Hand shall lay out the Medowe for a full yt is to say the Medow at Accobanocke and the west side of the Norwest Medowe and the medow at the harbor and this is to be begun the next weke.—[Crossed in original.]

JULY 7th 1652.

BOOK 2, page 25.—It is ordered that the meadow that is now measured shalbe pportioned vppon 34 lotts and the meadow that is at napeak shalbe pportioned vppon the 34 lots aforesaid the men that measured this meadow is Roberd Bond Tho: Baker & Luke Lillie.—[Crossed in original.]

It is ordered that those 6 small lotts that are not it taken vpp 3 of them shall lie for 12 ackers a peise vppon the plaine & the other 3 shall lie for 10 ackers a peise.—[Crossed in original.]

It is allsoe ordered that those 2 lots that are not it taken vpp namely the house lot by the metinge house for the one &

the other house lot betwene Goodman Daitons & Goodman Price that thease 2 lotts shall have 45 ackers reserved vpon the plaine for them & to have meadow accordinge to their pportion laid out for them.—[Crossed in original.]

It is ordered yt the meadowe at Accobannocke shalbe laid out in three Divisions.

It is ordered yt men shall have liberty to cart out thir hay out of all meadowes over other mens lotts and shalbe accounted noe trespassers.

It is ordered yt if in case the hay on the inner parte of Accabannocke cannott bee brought out without makinge a hie way that then the way shalbe made by the whole towne.

It is ordered yt ye 30 akers of meddow yt lyeth in ye midle of ye northwest meddow against ye swomp shalbe left unlotted at this time.—[Crossed in original.]

It is ordered yt there shalbe a sufficient Cart way made into ye northwest meddow at ye easterne end of ye meddow this to be begunn the 20th of December next.—[Crossed in original.]

It is ordered yt there shalbe cart wayes made to ye several places of ye northwest medow as aforesd.—[Crossed in original.]

It is ordered yt the first Division of lotts shalbe gin at the East end of Accobannocke medow and the second Division to begin at the west end of the same medowe: and the first to begin at the hither end of accobannocke necke and the north-east end of the Northwest medowe and all to be cast by one lott.

18 JULY 1652.

Book 1, page 26.—It is ordered that the Medow in accaboneck which shall need a great trench or treanches for the Dreaning of ye medow it shalbe Done by them yt stand in need of it & yt others shal have liberty to trench or trench-

es thir medow into it every man treanching his owne land yt one hinder not another.

15 SEPTEMBER 1652.

BOOK 2, page 22.—It is ordered that every man shall set sufficient landmarkes to bound there meadowe and set there name on it and this to be done with in a month under the penalty of 2s 6d for the defect of every lote.

SEPTEMBER 29 1652.

BOOK 2, page 18.—The verdict of the Jury in the case of Richard Post plt and John Hand Defendant we find that the Hogg is goodman Posts and the Defendant is to pay 2 pence Costs and Charges.

The Cort Doth allowe the witnesses that come from Southampton Two shillings a Day for every Day thay are employed in the week.

OCTOBER 2 1652.

BOOK 2, page 22.—It is ordered that the hieway over the swamp at goodman hands shalbe begun the 26 Day of October next and the former order is Dispenced withall.—[Crossed in original.]

John Hand and Will Hedges are chosen to call out men to make the hieway ouer the Swamp and whosoever shall neglect cominge shall pay 1s 6 and Doe his worke beside.

EASTHAMPTON October the fift 1652.

BOOK 2, page 26.—At the Generall Court it is ordered that if any man be agreeded with any thinge that is Donne by the men that are in authority that then he shall have liberty to apeale to the next generall Court the one beinge the first tuesday in Aprill and the other the first tuesday in October.—[Crossed in original.]

It is ordered that the Cunstabell shall haue sixe pence for the serving of every warrant in mater of suit and whatever travill or assistance is more shalbe iudged by the Cort for his satisfaccon and the sum 6d for writinge a warrant.

It is ordered that the Cunstabell shall alwayes Doe execution as a pte of his office, and also moderat the Court.

It is ordered that any one of the 3 men that are Chosen for Towne affaiers shall have power to grant warrants if the other 2 bee out of Towne And to give an oath.

It is ordered yt Thomas Baker shalbe an assistant to the Cunstable for the making vp of the Towne accounts for time past and for this prsent yeare.—[Crossed in original.]

AT A GENERALL COURT HOULDEN OCTOBER 5th 1652.

BOOK 2, page 3.—It is by this Court Established & Decreed that if any man bee agreived wth any thinge yt is Done by the men yt are in Authoritie that then he shall have libertie to make his appeale to the next Generall Court or when the ffremen are Asembled together for their publike ocasions.

SEBER 15th 1652.

BOOK 2, page 2.—It is ordered yt evry man shall bring in thir pay for the glasse to Rob. Bonde vpon a Dayes warninge

It is agreed vpon by vs who are oweners of the land on the great and litele plaine that noe man shall feed any catell thereon but oxen when thay be there at plowe and then noe man is to suffer his oxen to feed on any land but his owne ppiety and not to leave them there at night and that the calves may bee kept by the owners thereof vpon the litele plaine this to bee for this prsent yeare 1652.

NOVEMBER 2, 1652.

BOOK 2, page 26.—It is ordered yt evry man shal vote by holdinge vp his hands eyther with or against in all matters

vpon penalty of payinge 6d the thinge beinge before Deliberately Debated.

NOVEMBER 11th 1652.

BOOK 2, page 18.—To the Cunstabell of Easthampton. You are by virtue hereof to attach two yearling heifers of Daniell Howes in the behalfe of Robert Bond to answer to such ingagements as is betweene them here of faile not at your p ill.

JOHN MULFORD
RALPH DAYTON

NOVEMBER 11th 1652.

BOOK 2, page 18.—To the Cunstabell of East hampton. You are by virtue hereof to atach three Cowes thre calves and one two yearlinge and a steere of Daniell Howes Senior in an accon of trespas vpon the case in the behalfe of Edward Higby of Stratford Seaman lawfull Attorney of James Rogers of Milford baker to be tried at the next Court holden the first tuesday in Aprill next ensuing: hereof faile not at your p ill.

JOHN MULFORD
RALPH DAYTON
ROBERT BOND.

DECEMBER 3d 1652.

BOOK 2, page 26.—It is ordered yt Thomas Talmage in. shall call out the towne by turnes to looke after whales this prsent yeare.—[Crossed in original.]

JANUARY 11th 1652.

It is that William Mulford and Richard Straton shall for this prsent yeare viewe all generall fences and where thay find any Defect thay shall give a chop on the rayle and give notice to the owner and if the owner Doe not mend his fence within

two Dayes hee shall paie 2s 6d for evry Day and the ovrsears shall have 1s out of evry 2s 6d thay are to veive evry moneth after the fence is vp.—[Crossed in original.]

JANUARY 24 1652.

It is ordered yt Penoway an Indian shall pay 3£ for Stellinge of a sow from Luke Lillie.—[Crossed in original.]

MARCH 26 1653.

It is ordered that noe man nor woman whatsoever shall sell any kind of pvisions to any Indians During the tinc of the neighbours plantacon beinge in this pasture vpon penalty of payinge of 6d for evry pounce of bread or quart of meale.—[Crossed in original.]

It is ordered yt whosoever shall see any Indians come to towne without powder and after see him have powder hee shall bring him before authority to bee examined and the ofender to be founde vpon pennalty of payinge 20s.

It is ordered that a stocke of powder and lead shalbe sent for to the Gov'nor.—[Crossed in original.]

APRILL 5 1653 at tho Generall Court.

It is ordered yt the order in the body of Lawes about Militarie afaiers shal stand in force with us.

It is ordered that William Hedges shall have 10s for his Sonnes betinge the Drum the last yeare and to take it of Tho Tomson.—[Crossed in original.]

It is ordered that Beniamine Price shall beat the Drum for this prsent yeare and is to have 20s for it.—[Crossed in original.]

APRILL 5 1653.

BOOK 2, page 18 —Edward Higby haveinge entered an accon agt Daniell How to bee tried at this Court Did not appeare to psecute and hath therefore forfeited his bonds.

APRILL 15th 1653.

BOOK 2, page 27.—It is ordered yt there shalbe a watch and a ward for the watch it is ordered that 2 shall watch evry night and for ward one is to ward evry Day and that evry man shall vpon the bekinge vp of the watch shall shout of his gunn.—[Crossed in original.]

APRILL 26 1653.

BOOK 2, page 27.—It is ordered noe Indian shall Come to the Towne vnles it be vpon speciall occasion and none to come armed because that the Duch hath hired Indians agst the English and we not knowing Indians by face and because the Indians hath cast of their Sachem, and if any of the indians or other by night will come in to the towne in Despit of eyther watch or ward vpon the third Stand to Shoote him or if thay rune away to shoote him.

MAY 6 1653.

It is ordered yt the watch shall Come to take their Charge as Daylite shuts in and if any shall neglect to com to take his Charge the oficer shall hier another and give him Dubell paye that is 2s and to keepe their watch till Daylite and the Defective partie is to answer his neglect, and soe the ward is to begin at 6 a'clocke and hold till sun sett and if any man ueglect to warne his next neighbours to warde hee shall ward him selfe the Day following and the ward is to goe to the Sergant to take his Charge.

It is ordered yt Goodman Davis shall have 3 akers of land of the further side the second creeke of Georgica for 3 yeares.—[Crossed in original.]

It is ordered yt a firkin of powder and shott equivalent shalbe sent for to Coniticut and men shall make pay eyther in Wheat buter or chese at Goodman Clarkes at the Rivers mouth at Mikelmas.

It is ordered that evry man shall apeare at the meetinge forth with vpon any alarum made vpon penolty of painge ten shillings the alarm beinge one gunn and the beat or the Drum and if any man mages a false larum he shall pay forty Shillings

PAGE 28.—It is ordered that fower men shall bee Chosen to the 3 that are already Chosen for the orderinge of Towne afayers that is to say to make all orders and Doe what thaty see to bee good for the Towne only giveinge out of lotts excepted vntill the next Generall Court the men Chosen are John Hand Tho. Baker Tho. Chatfild Ben. Price.—Crossed in original.]

MAY 9th 1653.

It is ordered yt noe man shall goe forth of the towne to worke or stay in other towne or place without acquainting two of the three men at the least and have liberty from them vpon pennalty of payinge of 40s for every Dayes absence.—[Crossed in original.]

MAY 26 1653.

It is ordered yt John Stratton shall have his second Division next to william Barnes his first Division.—[Crossed in original.]

It is ordered yt noe heard neyther gotes nor other nor other shall Come vpon the lots or the esterne plaine vpon pennalty of payinge a penie a beast by the heardsman.—[Crossed in original.]

It is ordered that if any man digg any pit and not eyther fill it or secure it if any Damage come the party that Dighed it shall make it good and those that are already Dighed shalbe forthwth made secure by those that Dighed them.

JUNE 9 1653.

It is ordered that there shalbe a hie way on the litell plaine to Georgica of 16 foote wide betweene Thomas Bakers lott

and William Mulfords and Richard Stratons and luke Lillies lott and Thomas Baker shal haue soe much land on the other side is the hie way Contaynes to.

JUNE 9 1653.

whereas in a case of diffence betweene William Edwards and Ben. Price it beinge put to the towne to arbitrate thay were both iudged 10s a peece to the towne.

JUNE 13th 1653.

BOOK 2, page 5.—William Edwards hath entered an accon of Defamation against Beniamine Price and his wife his wife sayinge that the wife of William Edwards was a base lieing woman and that shee would prove her a lier in many pticulers.

The verdit of the Jury in the Case of William Edwards plt and Beniamine Price Defendant we find for the Deft two pence cost and Damage and Court Charges.

William Edwards plt Declares It is a deepe wound that is laid upon his wife in that wch is expressed against her by Goody Price for her life lieth at stake in this Defamation in that it is layd against her that shee is a base lieinge woman and that she will prove her a lyer in many pticulers wch I take to bee a great Defamation to me and my postirity in that hereafter it may be spoken here goe the bratts of a base lyer and whereas formerly I would have had an end of it without trouble or Charge I now Declare that the Defamation is such as I would not havo made out against my wife for a hundred pounds my wife beinge an ancient woman and the other a younge woman to whom my wife hath given noe Just occasion that she should give her such woundinge speeches further I say that my wife was at home and a bout her occasions and

therefore I take the matter to be verie greivouse and when I went to her to Desier her to Consider of the words it beeing a weeke after Desiring her not to maintaine them she answered she would maintaine them in all the Corts in new england.

Beniamine Price Defendant pleadeth for himselfe to the first that goodman Edwards Declared that it is a Deepe wound that is layd vpon his wife and that her life lieth at stake he answereth that his wife is altogether ignorant of any such thinge that shee hath hereby touched her life or pruidiced her pson in that pticuler.

To the 2 that the plt Declares that goody price said tha goody Edwards was a base lieinge woman hee Desiers the testimoni may bee Compared wth the Charges for saith the Defendant the Testimony Doe not affirme soe as he Declares but that goody price said if goody Edwards would Deny what she had sayd to her that then she was a base lyinge woman.

Thirdly to that it Declared that goody price sayd she would prove her a lier in many ptitulers the plt saith hee takes it to bre a great Defamation to him and his postirity in that it may bee sayd hereafter here goe the bratts of a base lier to this the Defendant answers that hee knowes not that this should at all intrench or bee a blemish to his Children in sayinge she was a lyer in regard it was spoken privately and if it bee publicke it is by her selfe and whereas it is Declared that he desired an end in a peaceable way the Deff answereth that he served a warrant vpon him to answer it before hee knew any thinge of the matter and further that hee offered to agree it in a peaceable way before it Came now to Court and alsoe that when it was put to arbitracon yet hee raised it againe and brought it to a suite ffurther that it is Declared he would not have such a Defamation laid vpon his wife for 100.£ he answereth he might have ended it in a peaceable way and not have put me to prove it.

Where as hee Declareth his wife was an ancient woman

and about her occasions in her owne house and therefore the matter is the more greivous it is answered that the younger woman had occasion to goe to her house to buy such things as the other had to sell and that the younger had not medled wth her had not she medled wth her first and beinge an ancient woman should not have given occasion.

Richard Brookes Deposed affirmeth yt he beinge vpon ye ward was desired by goodman Edwards to goe wth him to Goodwife Price to heare what she would say in the matter betweene her & his wife hee went as I thought in lovinge way and Desired her to bee sorrie and acknowledge her fault for what she had said it beinge spoken in hast: and goodwife Price answered that if goody Edwards desired what she said to her that shee was a base lyinge woman and this she would maintaine before all the magistrates in New England if she were called to it: further yt he heard goody price say in publike that she could prove goodwife Edwards in sevall lyes.

Richard Straton Deposed affirmeth the very same yt Richard Brooks hath sworne to.

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Samuell Belknap Deposed affirmeth that hee heard goodwife price say in the publike meetinge that shee could prove Goodwife Edwards a lyer in many pticulers.

BOOK 2, page 7.—The Deft witnesses Depositions Goodwife Simons Deposed affirmeth that she heard goodwife Edwards say that she had a peticoat wch shee never woare yett that she brought out of England wth her and she saith she told her it was strange shee neuer wore it at Linn.

Robert Bond affirmeth that when the matter was first questioned about the peticoate that Goodman Edwards said that the peticoate his wife brought it out of England and afterward when Thomas Osborne said what Goody Barratt said then Goodman Edwards said the money that bought it Came out of England.

Thomas Baker Deposed saith that Goodwife Edwards said

when the Cunstable was about to lay hands on her that who-soever should lay hould on her shee would kill them if she Could and that she sd shee should bee mad by and by and kicked the Cunstable and when the Cunstable required assistance she kicked a man and brooke his shinn and that her husband when hee spake to her to take her punishment patiently she bid him lett her a loone or els she would kill him.

It is also affirmed that goodwife Edwards said that her husband had brought her to A place where ther was neyther Magistrates nor ministers alsoe she sd that hee had brought her to live amonge a Company of heathen and that she would hange him when she came home.

Thomas Talmage in Deposed saith that the Cunstable requiringe him to assist him when Goody Edwards was to bee punished that she kicked backward and brooke his shinn.

Whereas Thomas Baker affirmeth that Goodwife Edwards said that her husband had brought her to a place where ther was neyther magistrats nor ministers and that hee had brought her to live amonge a Company of heathen that the plt acknowledged and therefore there was noe more witnesses examined.

JUNE 24 1653.

PAGE 28.—It is ordered that there shalbe a wateringe poridged at the Spring Eastward and the charge to bee borne by the heads of coves and to bee begun the next second Day and Ralph Dayton and Thomas Baker are to oversee the worke and see that men bringe good sufficient tooles to worke with all, and all that have coves are to apeare at the beat of the Drum.—[Crossed in original.]

JULY 5 1653.

BOOK 2, page 28.—It is ordered that evry man shall sett

fower sufficient stakes or land markes in their merdow betweene man and man betweene this and mikellmas next vpon penalty of paying 2s 6d a parcell for every Defect and William Davis to begin.

Book 2, page 159.—The Recordes of the Meadow at Nor-west July 5th 1653.

1 Imprimis William Barnes his lott begininge at the East Corner of the meadow being Two ackers and an halfe and sixteene poole more or lese bounded with the Sea on the one side and Thomæs Bakers lott on the other.

2 Thomas Baker fflower ackers and Thirty two poole more or lese bounded wth William Barnes on the one side and William Simons on the other.

3 William Simons Two ackers and an halfe and sixteene poole more or lese bounded with Thomas Baker on the one side and Luke Lilly on the other.

4 Luke Lilli Two ackers thre quarters and eight poole more or lese bownded wth William Simons on the one side and Joshua Garlicke on the other.

5 Joshua Garlicke Thre ackers more or lese bownded with Luke Lilly on the one side and ——— on the other.

6 Nathan Birdsall ^{is} Three atkers more or lese bownded with Joshua Garlicke on the one side and a peece of wast meadow on the other.

7 Thomas Tomson fower ackers and sixteene poole more or lese bownded with a peece of wast meadow on the one side and Thomas Osburne in on the other.

8 Thomas Osburne in Three ackers more or lese bownded with Thomas Tomson on the one side and Ananias Concoling on the other.

9 Ananias Concolinge Two ackers and an halfe and sixteene poole more or lese bownded wth Thomas Osburne in on the one side and William Hedges on the other.

10 William Hedges Three ackers and Thirty two poole more or lese bownded with Ananias Concolinge on the one side and Mr James on the other.

11 Mr James three ackers and Sixety fower poole more or lese bownded with William Hedges on the one side and 28 ——— on the other.

13 ——— 28 five ackers and an halfe and sixeteene poole more or lese bownded wth Mr James on the one side and Thomas Chatfield on the other.

13 Thomas Chatfield fower ackers and thirty two poole more or lese bownded wth 28 ——— on the one side and ——— on the other.

14 ——— fflower ackers and an halfe and sixeteene poole more or lese bownded wth Thomas Chatfield on the one side and Richard Straton on the other.

15 Richard Straton two ackers three quarters and eight poole more or lese bownded with ——— on the one side and ffulke Davis on the other.

16 ffulke Davis three ackers and an halfe and sixeteene poole more or lese bownded wth Richard Straton on the one side and Willam ffithian on the other.

17—William ffithin two ackers three quarters and Eight poole more or lese bownded wth ffulke Davis on the one side and Nathaniell Bishop on the other.

PAGE 15—18 Nathaniell Bishop two ackers and an halfe and Sixeteene poole more or lese bownded with William ffithin on the one side and John Hand on the other.

19 John Hand fflower ackers and Sixty fower poole more or lese bounded wth Nathaniell Bishop on the one side and 13 ——— on the other.

20 13 ——— two ackers and an halfe and sixeteene poole more or lese bownded wth John Hand on the one side and ——— on the other.

21 Beniamine Price three ackers more or lese bownded wth

13 ——— on the one side and Thomas Talmage in on the other.

22 Thomas Talmage in three ackers more or lese bownded wth ——— on the one side and Robert Bond on the other.

23 Robert Bond fflower ackers more or lese bownded wth Thomas Talmage in on the one side and Samuella Belknap on the other.

24 Samuella Belknap two ackers and an halfe and sixeteene poole more or lese bownded wth Robert Bond on the one side and Richard Brookes on the other.

25 Richard Brookes two ackers and an halfe and Sixeteene poole more or lese bownded wth Samuella Belknap on the one side and John Mulford on the other.

26 John Mulford fflower ackers more or lese bownded wth Richard Brookes on the one side and John Straton on the other.

27 John Straton three ackers and and halfe and sixeteene poole more or lese bownded wth John Mulford on the one side and Samuel Parsons on the other.

28 Samuella Parsons two ackers and an halfe and sixeteene poole more or lese bownded wth John Straton on the one side and Ralph Dayton on the other.

29 Ralph Dayton ffive ackers and thirty two poole more or lese bownded wth Samuella Parsons on the one side and Thomas Talmage Sr on the other.

30 Thomas Talmage Sr three ackers thirty two poole more or lese bownded wth Ralph Daytan on the one side and William Edwards on the other.

31 William Edwards fower ackers more or lese bownded wth Thomas Talmage Sr on the one side and Beniamine Price on the other.

32 Beniamine Price two ackers three quarters and eight poole more or lese bownded wth William Edwards on the one side and Thomas Osburne Se on the other.

33 Thomas Osburne Se fflower ackers more or lese bownded wth Beniamine Price on the one side and William Mulford on the other.

34 William Mulford three ackers and thirty two poole more er lese bondded with Thomas Osburne Se. on the one side and

The Records of the Meadow at Accabanock.

EASTHAMPTON July 5th 1653.

BOOK 2, page 162.—1 William Barnes his first Division beginige at the East Cornor of Accobanocke meadow beinge one acker and fforty eight pole more or lese bounded with the Sea on one side and the other side Thomas Bakers lott.

2 Thomas Baker Two ackers and Sixeteen poole more or lese bownded wth william Barnes lott on the one side and William Simons on the other.

3 William Simons one acker and fforty eight poole be it more or lese bounded wth Thomas Backers on the one side and Luke Lillie on the other.

4 Luke Lilly one acker and sixty fower poole be it more or lese bounded wth William Simons on the one side and Joshua Garlicke on the other.

5 Joshua Garlicke one acker and a halfe be it more or lese bownded with Luke Lilly on the one side and 15 ——— on the other.

6 William Simons ——— 15 one acker and a halfe be it more or lese bownded wth Joshua Garlickes on the one side and Thomas Tomsons on the other.

7 Thomas Tomson Two ackers and eight poole be it more or lese bounded wth ——— on the one side and Thomas Osburne in: on the other.

8 Thomas Osburne in: one acker and a halfe be it more or

lese bownded wth Thomas Tomson on the one side and Ananias Concolinge on the other.

9 Ananias Concolinge one acker and forty eight poole be it more or lese bownded with Thomas Osburne in: on the one side and William Hedges on the other.

10 William Hedges one acker ninty six poole be it more or lese bownded with Ananias Concolinge on the one side and Mr James on the other.

11 Mr Tho: James one acker and halfe and thirty two poole be it more or lese bownded wth William Hedges on the one side and 28 ——— on the other.

12 ——— 28 two ackers three quarters and eight poole be it more or lese bownded wth Mr James on the one side and Thomas Chatfield on the other.

13 Thomas Chatfield two ackers and Sixeteene poole be it more or lese bownded wth 28 ——— on the one side and ——— Rogers on the other.

14 ——— Rogers two ackers and fferty eight poole be it more or lesse bownded wth Thomas Chatfield on the one side and Richard Straton on the other.

15 Richard Straton one acker sixty fower poole be it more or lese bownded with ——— Rogers on the one side and ffulke Davis on the other.

16 ffulke Davis one acker three quarters and eight poole be it more or lesse bownded wth Richard Straton on the one side and William ffithin on the other.

PAGE 161.—17 William ffithin one acker and Sixty fower poole be it more or lese bownded wth ffulke Davis on the one side and Nathaniell Bishop on the other.

18 Nathaniell Bishop one acker and fferty eight poole be it more or lesse bownded wth William ffithin on the one side and John Hand on the other.

19 John Hand Two ackers and thirty two poole be it more

or lese bownded wth Nathaniell Bishop on the one side and 13 ——— on the other.

20 ——— 13 one acker and fforty eight poole be it more or lese bownded wth John Hand on the one side and 15 ——— on the other.

21 ——— one acker and an halfe be it more or lese bownded wth 13 ——— on the one side and Thomas Talmage in: on the other.

22 Thomas Talmage iunior one acker and an halfe be it more or lese bownded wth 13 ——— ond the one side and Robert Bond on the other.

23 Robert Bond Two ackers be it more or lese bownded wth Thomas Talmage in: on the one side and Samuell Belknap on the other.

BOOK 2, page 161.—24 Samuell Belknap one acker and fforty eight poole be it more or lese bownded with Robert Bond on the one side and Richard Brookes on the other.

25 Richard Brookes one acker and fforty eight poole be it more or lese bownded with Samuel Belknap on the one side and John Mulford on the other.

26 John Mulford Two ackers be it more or lese bownded wth Richard Brookes on the one side and John Straton on the other.

27 John Straton one acker three quarters and eight poole be it more or lese bownded wth John Mulford on the one side and Samuell Parsons on the other.

28 Samuell Parsons one acker and fforty eight poole be it more or lese bownded wth John Straton on the one side and Ralph Dayton on the other.

29 Ralph Dayton two ackers and ninty sixe poole be it more or lesse bownded with Samuell Parsons on the one side and Thomas Talmage Se on the other.

30 Thomas Talmage Se: one acker ninty sixe pole be it

more or lese bownded with Ralph Dayton on the one side and William Edwards on the other.

31 William Edwards two ackers be it more or lese bownded with Thomas Talmage Se on the one side and Ben: Price on the other.

32 Beniamine Price one acker and Sixty fower poole be it more or lese bownded with william Edwards on the one side and Tho: Osburne Se on the other.

33 Thomas Osburne Se two ackers be it more or lese bownded with Ben: Price on the one side and William Mulford on the other.

34 William Mulford one acker and ninty Sixe poole be it more or lese bownded with Tho: Osburne Se on the one side and the second Division on the other.

BOOK 2, page 24.—the Lotts ffor the Meadow.

1 for 13 ackers of vpland	3 William Simons
2 Thomas Baker	5 for 15 ackers
4 Luke Lillie	7 Thomas Tomson
6 for 15 ackers	9 Dorothis Rose
8 Thomas Osburne Junior	11 Mr James
10 William Hedges	13 Tho: Chatfield
12 for 28 ackers	15 Richard Straton
14 for 25 ackers	17 Willi: ffithin
16 ffulke Davis	19 John Hand
18 for 13 ackers	21 for 13 ackers
20 for 13 ackers	23 Robert Bond
22 Tho: Talmage Junior	25 Richard Brookes
24 Sam: Belknap	27 John Straton
26 John Mulfo.d	29 Rafe Dayton
28 Sam: Parsons	31 William Edwards
30 Tho: Talmage Se	33 Thomas Osburne Se
32 Ben: Price	
34 William Mulford	

AUGUST 2, 1653.

Book 2, page 29.—It is ordered yt the Drie heard shall bee Driven out of towne to wainscott evry morninge that they Come to towne this to bee Dunn by turnes a Day for 4 and soe pportionabely and Goodman Osburne to begin and he that Drives them one Day is to warne his next neighbour.

AUGUST 11 1653.

Book 2, page 19.—We who have come on the litell plaine Doe enter an accon of trespas on the Case betwne John Mulford and Thomas Baker in the halfe of the rest plt and Robert Bond Defendant.

THIS 15 of September 1653.

Book 2, page 143.—Vnto the Constabell of Easthampton you are by vertue here of to attach two Cowes and a Calfe of Captayne Daniel howes in the hands of Robert Bond the one a browne Cowe wth sawen hornes at home at his house the other a blacke Cowe in the woods wth a broken horne and her Calfe for a Debt Due to James Oliver of Boston Marchant assigned to John Hudsonne of New haven.

RALPH DAYTON
ROBERT BOND

SEPTEMBER 16 1653.

Book 2, page 143.—Vnto the Cunstabel of Easthampton You are by vertue here of to attach all such Debts goods or Chattell as is Captaine Daniell Howes in the hands of any in our Compas to the value of seventy pounds or there abouts as a Dett Due to one Mr Nathaniell Souther merchant of Boston whereof faile not.

JOHN MULFORD
ROBERT BOND

OCTOBER 4th 1653.

BOOK 2, page 29.—At the Generall Court houlden the first tuesday in october the three men that are Chosen for the ordering of Towne afayers for this present yeare are John Mulford Thomas Baker and John Hand. Beniamine Price Secretary and Thomas Osburne Senior Cunstabell.—[Crossed in original.]

It is ordered that John Hand Se: shalbe assistant to the Cunstabell for to Cast up towne accounts and recon wth men that Doe towne worke for this yeare and the time past.—[Crossed in original.]

It is ordered yt the 3 men shall have power to name a meeting at halfe anowers warninge by the Cunstabell vpon any exterordinary occasions and the Defective pty that Doth not apeare shall pay 12d.

It is ordered that the 3 men shall have power to requier or remit all fines at theyer monthly meetings provided it be not above five shillings.

It is agreed upon that goodman Dauis shal have seaven ackers and an halfe of land in some Convenient place where the towne or thayr Comite together wth goodman Dauis shall thinke fitt in lew of his first Division on the Easterne plaine and he is to give vp his land on tne East plaine after two crops more.

It is ordered that Ananias Conclinge and thomas Osburne, in. shall for this p'sent yeare viue all generall ffences and when they shall find any Defect thay shall give a chop on the rayle and give notice to the owner and if the owner Doe not mend his fence wth in Two Days he shall paye 2s 6d for evry Day and the ovr sears shall have 12d out of evry 2s 6d and thay are to viue the fence the first weeke of evry month and hee yt wil not goe to morrow to shew the ovrsears his fence shall pay 2s.—[Crossed in original.]

It is ordered yt all rams yt are fownd in the street hople

or apurned shall pay 1s but if thay be loose then to pay 5s pvided the owner Doe not follow them and tak them not vp from doinge hurt and those that have not yet bin out are liable to the same penalty after once warninge and this to stand in force till the last of this month and soe from year to yeare from the first of August vntil the last of October.

It is ordered yt the towne shall goe to cut the ways to the sevrall places in the Norwest meadow a monday come 3 weekes.—[Crossed in original.]

It is ordered that there shalbe 3 pitts Diged for the takinge of wolves and yt those that make them shal haue for the first wolfe taken in evry pit 1£ 10s and afterwards 20s a peece payd by the towne and it shalbe Lawful for any other man to Dige a pit or pits pvided hee Doth it not within a mile of any that are alredy Diged and shall have pay for the wolves as aforesd, or if by gunes or other wise wollves be killed by the Englishe hee shall haue 20s apeece that killeth them and for whelpes yt are taken in the Den 10s.

BOOK 2, page 142.—Lion Gardiner plt of the Ile of wight entreth an accon of theft against William Howe Deft.

Lion Gardiner of the Ile of wight hath entered an accon of triall about the Cattell that are at Easthampton whether thay be William Howes or Daniell Howes.

Lion Gardiner plt. Declareth as ffolloweth viz: that the sd Lion Gardiner was fformerly possessed of a heifer worth 4£ of any merchantable pay and 4 ewe sheep worth 8£ and 4 weather goots worth 4£ all wch goods the plt saith were stolen away by William How for wch Cause the plt hath Attached the goods of William Howe and Doe appeale to this Court for Justice accordinge to order Established.

BOOK 2, page 141.—The Deposition of Captaine John Vn-

derhill. The Deponent saith hee beinge at Road Iland about July last when the Sloop Edward Hull tooke from Captaine Seabale arrived there haveinge latly beene at Liftenants Gardiners Island the Company of the said Sloop tould the Deponent that the sd Liftenant Gardiner Remembered his Respects to him and alsoe Related howe kindly the sd Livet had enter-tayned them but some geares passinge amongst them about fresh mutton the Deponent suspected the said Sloopes Company to have Dealt Unworthily wth his friend the sd Livets. Itt occasioned the Deponent to make inquiry of one of the sd Company namely Will: Elliott what the meaninge of this ffresh Mutton was who replied that some of the sd Company had taken Sheepe ffrom the sd Livets Island and that William Howe was the Cheefe actor therein, the Deponent then gave the sd How a Check for the same but hee turninge his backe smiled and went his way silently. Jurat coram me Wills Weels: tio 3 div: 10 ber:

The Deposition of Mr Thomas Newton Anno etat 41. The Deponent Declareth yt being aboard of Capt Sgulls sloop about June last with William How hee Declared vnto the Deponent yt the viage before he had taken Sixe goats & 3 sheepe ffrom Liuet Lion Gardiners Iland and further more the Deponent Declareth that that same viage 2 Yew sheep more and at that time there beinge a passinger wch Desired to goe to Pequit and there beinge redy to set sayle but Desired to stay for his passinger wherevpon William How said—By God we have a better Intertaynement a bord than we shall have a shore.

JURAT CORAM me LION GARDINER } in the
 October 18th 1653 } p'sence of
 GILES SILVESTER
 ANTHONY WATERS

The prices of the Cattell as they were prized by two indifferent men

Imprimis.	£	S	D
2 cowes - - - - -	12	00	00
3 two yearling heifers - - - - -	13	10	00
one Calfe - - - - -	2	00	00
on steere - - - - -	6	10	00

BOOK 2, page 142.—The verdict of the Jury in the accon of the above written upon the evidence given in Court we find for the plt Concerninge the sheepe and goats. [This verdict given under date of January 5, 1653.]

This Court Resigneth vp those Cattell of William Howes vnto Lion Gardiner to be prized by two Indiferent men for the payment of forty pounds beinge found Due by the Court accordinge to our order for theft Comited by william Howe and Court Charges one pound seaven-teene shillings and for attachinge of the Cattell to the Cunstabell eighteene shillings sixe pence for execution 2s.

The Deposition of Richard Odell of Southampton.

This Deponent saith he beinge at the Dutch Plantation he heard mr How say that the Cattell that were at Easthampton were his Sonne William Howes and that his Sonne Did intend to give them to his mother: This Deposition was taken before vs

JOHN MULFORD
JOHH HAND

John Mulford Deposed saith yt ye Cattell now attached by Mr Gardiner are Come from a browne Cowe yt was William Howes.

Robert Bond Deposed saith yt those Cattell are Come of a

Cow yt mr Howe Did give his sonne William for gootes that Came of 3 gootes of his one that his Grandfather gave him and one of Mr Pirson gave him and one that Mr Gardiner gave him and further this Deponent saith that when we Dwelt at the Ile of Wight we beeing to attach Mr Hewes goods for Mr Evence we Did not attach the Cowes as knowinge them to bee Williams Cattell.

Thomas Tomson Deposed saith yt hee knoweth that at the Iland William Howe had a Quantiti of goods that Did increase in a litell time to a great many and his father gave him the browne Cowe for them and when we Attached for mr Evence we meddled not wth them.

John Mulford and Robert Bond knowes nothings of any other Contract betwene William Howe and his father. John Hand testifieth that about Mikelstide last hee beinge at New haven Jeremie How told him that the Cattell at Easthampton were William Hows.

JANUARY 5th, 1653.

The verdict of the Jury upon the evidence given in Court is that they are William Howes.

NOVEMBER 7 1653.

BOOK 2, page 30.—It is ordered yt the cowes calves and oxen shalbe put into the playnes first the new plaine and then the litell plaine and then the great plaine and last the Eastterne plaine, and this is to be Done when the heard brakes vp and if any man shall leave Downe the fence when hee cyther Drives or fetcheth the Cowes he shall pay £s and goodman Garlicke begins.—[Crossed in original.]

NOVEMBER 20th 1653.

It is ordered yt evry man shall goe to make a triall with goodman Meggs A Days worke a peece for a mill at the harbor.

NOVEMBER 16 1653.

BOOK 2, page 19.—Robert Bond plt hath entered an accon of Debt to the value of Eight pounds twelve and sixepence wth Damage agt Daniel How Senior Defendant.

Robert Bond plt Declareth yt Daniell How is indebted vn-to him the full sum of eight pounds twelve shillings sixepence the pticclers Imprimis for tradinge cloth £2 2s 6d for looking after Cattell the second year after hee went from home 1£ 0s 0d for endeveringe to get in his Debts 0£ 10s 0d for wintering of nine Cattell 5£ 00s 00d wth Damage for non payment & Court Charges the plt requiers 10s a head for winteringe the Catell and the Cause he requiringe 5£ for nine is for charge and trouble exterordinari in that hee was faine to keepe one Cow wth ric and turnups she beinge very poore the Court Charges is 17s and to the Cunstable for servinge the attachment fiveteene pence, and for serving the execution 10s.

the verdict of the Jury

We find for the plt two pence cost & Damage and Court Charges,

This Court vpon the verdict of the Jury giveth Robert Bond the summe of nine pound eleven shillings to be payd out of Daniell Howes Seniors Cattell this execution to be served by the Cunstabell and the Cattell to bee pised by two indifrent men.

NOVEMBER 16th 1653.

Book 2, page 19.—John Meigs plt hath entered an accon upon the Case against James Still Defendant.

Book 2, page 4.—John Meiges plt Declareth that James Till is indebted to me the full sum of forty sixe pounds wch hath been Due vnto me about two yeares of wch 46£ there is Twenty pounds for wch I have a bill under his hand wherein besides the 20£ ther is sevrall other things menconed wch amount to the sum of nineteene pounds more and seuen pounds or there about wch I Disbursed for him for the pcuringe of taclinge for a teeme wch the sd James Till was by Covenant to returne vnto me but hath not pformed it and further I Declare that for want of the above menconed sumes of money being Just and Due Debts I have been greatly Damnified whein also I Desier rite by this Court soe far as the Damage shall appeare to be Just.

James Till hleadeth for himselfe that hee was gretly Damnified for want of the land to breake vp at Easthampton he beinge removed from his farme wch would have pduced him much pfitt it beinge by John Meigs his meanes.

The plt owneth 30s to be paid in a parcel of rie The land yt James plead hee left to his lose I payd 8s an acker and let it out for 4s an acker and when this land was good and new he could not pay the rent but I was faine to pay the Remainder.

Book 2, page 19.—The verdict of the Jury in the Case betweene John Meigs plt and James Till Deft we find for the plt forty one pound five shillings principall and Damage five pound two shillings sixe pence, and Court Charges 1£ 1s 6d.

This Court Resigneth vp James Till both body and goods

vnto John Meigs or his assignes untill the Debts found Due to him by the Jury be paid wch is one and fforty pound five shillings principall five pounds two and sixe pence Damage and one pound one shilling and sixe pence Court Charges.

EASTHAMPTON November 22 1653.

BOOK 2, page 142.—To the Cunstabell you are by vertue hereof to attach the Cattell of William Howes for and in the behalfe of Lion Gardiner of the Ile of wight hereof faile not at your perill.

THOMAS BAKER
JOHN HAND.

NOVEMBER 27th 1653.

BOOK 2, page 170.—Articeles of agreement fully and firmly agreed and Concluded vpon betweene the Inhabitants of Easthampton one longe Iland the one party and Vinson Meigs now resident here one the other pty as ffolloweth: Viz yt the aforesaid Vinson meigs doth Covenant and by these prsence firmly bind himselfe and his estate vnto the Inhabitants above sd to build and maintaine for the vse of the afore sd Inhabitants a sufficient servicable mill the same to be sufficiently kept and maintayned from time to time by him and his assignes for the Doeing of the townes worke without any future charge to any of the afore sd Inhabitants eyther in labor or otherwise.

2 ffor and in Consideracon of the afore sd Vinson meigs his well and faithfull pformance accordinge to the true purport and meaninge of this writinge we the aforesd Inhabitants Doe by this p'sents Covenant and firmly bind our selves vnto the sd Vinson meigs to give him the full sum of fifty pounds to bee payd in manner as followeth that is to say Twelve pounds

and 10s when the worke is a quarter Done and twelve pounds 10s more when the worke is halfe Donn and these is to be paid in Corne pork or wampam and the other halfe to bee paid when the foresd mill is fully and Complatly finished eyther in such pay as is before menconed or els in live Cattell the Corne and porke to bee paid at the price Current vpon long Iland and in the Easterne part of it and for Cattell as two Indifferent men shall value them.

3 And furthermore we the aforesd Inhahitants Doe further pmise vnto the aforesd Vinson Meigs vpon his well pformance of the prmises adovesd to give to the sd vinson twenty ackers of land to be laid beside the Creeke where the mill is to bee built that is the Creeke yt runes Down into our harbor 15 ackers to be vpland to ly as neere the mill as Conveniently can bee and five ackers of meadow to bee laid out to it as neere as Can bee the same 20 ackers to ly to the mill and not to be sold or given from it at any time but the said land wth the mill is to ly and remaine to the abovesd Vinson and his assignes for ever.

4 And furthermore we the aforesd Inhabitants Doe pmise and Ingage our selves to carrie the timber for the mill and the milstones to the place where the mill shall stand and the said Vinson Doth Covenant to finish the mill by the 24th of June next.

5 And the aforesd Vinson Meigs Doth Covenant yt if at any time hee shall sell the mill the towne is to have the forsakinge of it. In Witnese whereof we have hereunto Interchangeably set our hands the present Day and yeare first above written.

VINSON (X) MEIGS his marke.

DECEMBER 9th 1653.

BOOK 2, page 30.—It is ordered yt the Cappittall Lawes

and the lawes and orders yt are noted in the Body of Lawes yt came from Conecticut shall stand in force amongs vs.

It is ordered yt a seled measure for oyle and a halfe pound and a pound and a 7 pound wayt shalbe sent for to the mayne.

It is ordered that the share of whale nowe in Controversie betweene the Widowe Talmage shalbe Divided betwene them accordinge as the lott is.—[Crossed in original.]

It is ordered that evry man Doe looke out for whale as his turne Comes beinge lawefully warned by the man Authorized by the towne for that worke and for the neglect herein to forfeit five shillings and stand to the sensure of the Court.

Secondly the towne beinge Divided in two parts are to have two ouersears to see that evry man Doe his worke, and that all bee Cut soe neere as may bee and if any man Doe neglect his labor in Cuting he shalbe sensured by the ovrsears and his Company accordinge to the nature of his offence.

Thirdly that the whale beinge Divided every Lott that the Towne gives out from thirteene ackers and vpwards shall have his share beinge possessed and Inhabited: the Division of the towne for this worke is betweene Thomas Chatfilds and Ralph Daytons and Tho: Tomsons and Tho: Bakers the ovrsears for the South end are John Hand and Robert Bond and for the North end Thomas Baker and Beniamine Price.

JANUARY 3th 1653.

Book 2, page 31.—It is ordered yt one halfe of the towne shall Carry armes evry Lords Day with fower sufficient Charges of powder and shott and whosoever is Defective herein shall pay 12d and if the Sariant see cause at a Dayes warninge to bring armes all the towne.

JANUARY 13.

It is ordered that noe man shall fall any tree from Ralph Daytons Addition vpon the Common Ground all alonge to William Hedges corner and alonge to the westee end of Goodman Osburnes Addition vpon penalty of payinge 5s a tree. nor vpon any of the comon land between hook pond and the mill gate nor vpon any of the comon land betweene the towne and the plaines vpon the same penalty.—[Crossed in original.]

It is ordered yt every man shall goe to tomorrow if the Drum Doe beat to the swampe to see if the wolves can be killed and hee that absent himselfe shall pay 4s.

FFEBRUARY 1, 1653.

It is ordered yt there shall bee an Invitacon sent to Goodman Mechem of Southold if hee will Come and live here and weave all the townes worke hee shall Come in free from all former Charge and the towne will give him 5£ and breake him vp 2 ackers of land.—[Crossed in original.]

FFERUARY 7 1653.

It is ordered that the Esterne plaine shalbe fensed round by the first of March 1654 vpon penalty of paying 2s 6d a poole for all that is not donne by that day.—[Crossed in original.]

1653 FEBRERY 13th.

Book a, page 82½.—Know all Men whome it May Concerne that I Ralph Dayton of Easthampton vpon long Island doe give vnto my son Robert Dayton at that prest Halfe my land that is vpon the great plaine and one third part of my hom lott and one third part of the Addition ajoyning to it to pay all such rates & taxes as shall arise on the land that I now give him.

Item. he is to have the use of my teame & cart & plow and others provided he bear half the Charges in the Maintaining of them.

Item. I give to my son Robert half My housing as namely my hous & barne he beinge to bere half the repaireing of them & to bere halfe the Charg in Repairing of the fences the vse of them to be Improved one the whole land and wt prest it comes more by the vse of teame is to be devided betwene vs: and after the decease of Me Ralph Dayton and My wife I Doe give all the other parts of my lands meadows and housing that be above mentioned to him and his heires Lawfully begotten of his body forever in witnes hereof I set to my hand.

RALPH DAYTON L S

witnes

Thomas Baker

William Hyd.

The above written Is A true Coppey Compared with the Originall deed of gift and extrated therefrom pr Me

THOMAS CHATFIELD, Recorder.

APRILL 4th 1654.

BOOK 2, page 31.—It is ordered that whereas there is an agreement betwene the towne on ther pte and Thomas Baker and the other workemen that are to worke on the mill evry man for him selfe and all for the whole to stand to the pformance of the sd agreement.—[Crossed in original.]

It is ordered yt evry man shall stub all the small stubs the whole breadth of thir home lotts and 6 foote wide vpon penalty of payinge 2s 6d p lott by the last of June.

It is ordered yt the Drie heard shall bee Driven out by turnes to wainscott the 2 first Dayes 8 catell for a Day and to stay with them till night and after wards 4 for a Day and to begin at Ben: Prices.—[Crossed in original.]

It is ordered yt evry cowe in the heard shall pay 6d to the owners of the bulls and to be set of in the cowe kepinge.—
[Crossed in original.]

MAY 23.

It is ordered yt the land betwene the Corner of goodman Davises home lott vnto the first creeke of Georgica shalbe for an oxe paster and the line to rune as thay shall thinke good that lay it out.

It is ordered yt the house yt stands in the Comon agst Joshua Garlickes shalbe brought to some Convenient place in the midel of the towne for a prison.—[Crossed in original.]

NOTE.

BOOK 2, page 74-77.—Daniell Fairfield a servant of Joshua Garlick, Fulke Davis, John Davis and John Hand, Jr., were brought before the three Townsmen, John Mulford, Thomas Baker and John Hand, on a charge of masturbation, and after extended examination and serious debate and consultation with their Saybrook neighbours, the Townsmen, not deeming the offense worthy of loss of life or limb, determine that Fulke Davis shall be placed in the Pillory and receive corporal panishment, and John Davis and Daniel Fairfield shall be publicly whipped, which was done, and was witnessed by the three Townsmen. The above bears date June 8, 9, 10, 12 and 26, 1654.

JUNE 24th 1654.

BOOK 2, page 32.—It is ordered yt the millitary officers or officer at all tymes when thay see need hath power given them to call out any man or soe many men to imploy them and Comand them vpon such Dutyes and occasions as from tyme to tyme and at all tymes they shall see needfull for the Defence

and good of the tyme and place and whosoever shall Disobay theyr Commands for every neglect shall pay 5s and further if the fact requier to stand to the Censure of the Court.

The millitery officer that are Chosen by ye Company namly Thomas Talmage and Thomas Baker are Conferined by the Court.

JUNE 29 1654.

Haveing Considered the Letters That Came from Conecticut wherein men are required to assist the power of England against the Duch we doe thinke our selves caled to assist the sd power.—[Crossed in original.]

It is ordered that the Comon medow is Devided for this yeare betweene the towne as namly ffrom Mr James to Goodman Bishops to have all the small peells about the towne as namly ye Easterne plaine and wainscot georgica and the swamp & harbor and the other part to have the Norwest medowe and aliwife brooke.—[Crossed in original.]

JULY 3 1654.

Book 2, page 70.—Lion Gardiner plt hath entered an accon of Defamation against goodwife Simons Deft.— [Crossed in original.]

William Mulford plt hath entered an accon against Joshua Garlicke Deft for that the sd Deft hath uttered scandelous speeches against the wife of the sd plt.—[Crossed in original.]

William Mulford plt hath entered an accon against Goodwife Garlicke Deft for that the sd Deft hath vtered scandelous speeches against the wife of the sd plt.—[Crossed in original.]

Lion Gardiner and Joshua Garlicke doe wth a Joynt Consent agree and bind themselves in a bond of ten pounds never

to stirr in this Accon above writen neither here nor els where
and therefore the accon is Crossed.—[Crossed in original]

[signature] LION GARDENER

JOSHUA I G GARLICKES marke

AUGUST 15th.

BOOK 2, page 32.—It is ordered yt the way to the nor-
west meadow shalbe staked this Day—[Crossed in original.]

7 BER 4.

It is agreed that this letter beinge an answer being an an-
swer to the Secretarys letter of conecticut shalbe sent to the
Court.—[Crossed in original.]

7 BER 18 1654.

It is ordered that the Charge of the wateringe place shalbe
layd in the towne rate.—[Crossed in original.]

It is ordered yt there shalbe a rate made of 10d p acker.

OCTOBER 3 1654.

BOOK 2, page 32.—It is orderèd yt there shalbe a copie of
the coneticut combinacon shalbe Drawen forth as is conven-
ient for us and yt all men shal set to thir hands.

Robert Bond Lion Gardiner and Thomas Baker are Chosen
for The Three Townes men the yeare ensuinge and William
Edwards Cunstabell Luke Lillie Chosen Secrytarie.—[Crossed
in original.]

BOOK 2, page 33.—John Mulford Ralfe Dayton Ananias
Concline and Luke Lillie are Chosen by the towne to be as-
sistance to the 3 townes men for the Caring on of towne af-
faiers according to an Order in yeare 1653.

BOOK 2, page 36.—Anthony Waters plt hath entered an accon of Slander agt John Davis deft in the behalfe of his brother John Rose.

Anthony Waters Declares yt John Davis did accuse his brother John Rose of Comittinge such actes as the sd John did accuse others that is of spillinge his seede.

David Gardiner plt hath entered an accon of Slander against John Davis deft.

PAGE 33.—October 9th.—it is voted by the towne yt the Corne Dew to John Copp for the 15£ of powder which Robert bond tooke vp for the towne that the Remainder which is all except 5 bushels shalbe payd within 2 Months at the Mill, and for the Damage of non payment till the Date hereof it is Referred to the Arbitration of Mr Tho: James: Mr Tho: Tappine and Mr Lion Gardener each party being bound in the bond of 30£ sterling to stand to their determination.—[Crossed in original.]

NOVEMBER 9th 1654.

It is ordered yt Mr Gardiner shall have power to Call fforth men by turnes to Looke out for whales att all seasons as he shall apoynt for this yeare.—[Crossed in original.]

It is ordered yt theare shalbe a Cart way made over the swamp to the plaines: and yt Mr Gardner and Goodman Dayton shall Over see the worke and shall Call men att a weekes warning to the worke: & this to be Done betweene this & the Last of ffebeuary. It is ordered the 5 of february that the aforesd Order shalbe Crost.—[Crossed in original.]

It is Ordered that John Hand and John Stratten shall veiu all genrall ffences ffor this prsent yeare according to a fformer Order made in the year 1653. And that Every Man shall sett the 2 first Letters of his name at Each Corner of his Lott

And yt ther shall be 2 sufficient stakes in the Divident Line.
—[Crossed in original.]

It is Ordered that Tho: Baker shall keep the Ordinary.—
[Crossed in original.]

NOVEMBER 11th 1654.

BOOK 2, page 34.—It is Ordered that William Simons shall have Liberty to give vp his ffirst Division in the Easterne playne after another Crop & in Consideration of the barrennes of that Land: he is to have 4 akers joyning to His adition at his home Lott: also William Simons gives vp his fence with his Lott.

It is agreed upon that Richard Brookes and Samuell Parsons shall have Tho: Bakers Lott in the little plaine yt is 3 akers and a halfe and 20 pole in Consideration of the badnes of the Land in the Easterne playnes And yt Tho: Baker shall have in Lew of his Land given vp: soe much (agayne) other adioyning to the Land yt shall belong to the mill or else to be layd adioyning to his Lott in the next Devision of Land also it is agreed yt Richard Brookes & Samuell Parsons shall breake vp soe much Land for Tho: Baker.

It is Ordered Ralph Dayton John Mulford and John Hand ffor the towne as Comite shall with ffulke Davis apoynt the place whear the said ffulke Davis shall have his Land according to A fformer grant in 1653.

It is also Ordered yt they shall Doe the Like for Tho: Talmage according to his grant of Land.—[Crossed in orfginal.]

It is Ordered that John Mulford shall have yt aker of Land yt belongs to him to adioyne to his lott in the Easterne playnes in the esterne playnes yt is one of them akers which is betweene—

NOVEMBER 13 1654.

BOOK 2, page 182.—the Corne sent to the Mill by John Osburne for John Cooper was 4 bushel of Wheat And 4 bushels of Indian.

PAGE 181 D.—

A true Coppie of the depositions taken before Lion Gardener & Robert Bond November 30th 1654. Mr Thomas James Deposed testifieth yt being at Robert Bonds in the night that he heard Robert Bonds say yt he Aprhended yt John Cooper was satisfied with the 5 bushels of wheat yt Josua Garlick had taken of his And also hee herd him say the next Morning yt Conserving the whole sum he would not affirme Or deny any thing positively but his Aprhensions yt John Coop: was satisfied with the 5 bushels of Wheat.

John Mulford Deposed testifieth that hearing the Case discoursed betwene John Coop: & Robert Bond that he heard Robert Bond say that his Aprhensions was that the property of the Corne was altered for theis Reasons: first because John Coop had disposed of 5 bushels of the Wheat to Josua Garlick secondly because John Coop: had putt his Corne to sale also he apoynted Josua Garlick to sell the Corne Another Reson was because John Cooper was engaged to pay Corne as well as Jonas Wood.

LUKE LILLIE Secrytary.

BOOK 2, page 170.—The testimony of mr Tho:James. John Cooper being at my house the morning before John Mulford Ro: Bond & Tho: Baker came home from Southampton I asked him when thay came home, he replied he supposed not yet for thers something yett to be Cleared, which cannot be so well Done when they are come away & that he would make what hast he Could possibly home, before thay be come

away, before vs taken : this being a Copie of a paper delivred to me pr Tho baker.

Book 2, page 181.—Coppies of Depositions taken before Tho: Baker & Robert Bond December 12th 54.

Goody garlick Deposed testifies yt John Coop came thear house & sd yt he could not gett his Corne shee answered no. will not he pay you he sd I cannot gett it nor satisfaction for it except I sue for it & he sd yt thay weare Partners in the bote and he could not sue for it except you give me a letr of attorney & John Cooper Desierd a letr of attorney & he came twice for it bifore my husband was willing to give him any & she says yt her husband sd he would not give him a letr of attorney, for goodman garlick sayth have not I beene at goodman woods with you and Did not he say he would pay you & you excepted of it & goodman garlick sd I would not give you any to sue for me but for your selfe.

Samuell Parsons Deposed testified yt he being att Goodman Garlick house John Coop being their Goody garlick saying to John Cooper yt thay gave him the letr of attorney not to sue for them but for him & he did not Deny it & he sd noe damage should com to them if thay Did not wrong themselves.

Goody Bishop Deposed testified yt she being at Goodman Garlick House & John Coop came to goodman garlicks & desierd a letr of attorney to sue for his wheat goody garlick sd will not he pay you he s'd yt he could not gett it except he sued for it yt is she sayth she understood it to be John Coopers wheat for sayth he I canot gett the wheat nor nothing else without I sue for it.

EAST HAMPTON December 21 1654.

Robert Bond Deponant testifieth yt when he heard John Cooper say yt he was satisfied with the Corne yt Josua Garlick had taken yt then he wished Josua Garlick to goe with

him to see yt he should procure the Corne for John Cooper of Jonas Wood. this Deposition taken before Mr Gardner & Tho: Baker & yt he tould Goodman Coop yt he took the Corne because ther was an Optunity to send it to pequett Mill & yt Consern'g the time when this was spoken I do not Rember

Mr Thomas James Doe testify the same thing in substance as is hear Deposed but being Cald away when the Oath was taken was Hindrd in actuall pformance of the same. this I say Conserning both thoes Depositions.

THO: JAMES Decemb 21 1654.

DECEMBER 25 1654.

BOOK 2, page 35.—It is ordered yt who soever shall by a warrent be Cald to give his Deposition shall in the Consideration of his time have 1s or more according to the expence of time as the townes men shall apoynt.

It is also ordered yt with Respect to the Constables spending his time yt ther shalbe a particuler warrent for every one that is thereby cald before authoritye—and also 4 pence to the Secrytary for the writing it.

BOOK 2, page 180 B.—December 27 1654.—John Hand & Robert Bond Deposed testifieth yt thay know of an obligation yt is betweene Jonas Wood & Josua Garlick whereby the sd Jonas is bound not to molest or trouble Josua Garlick in any thing yt hath falne out about accounts about the boate: But if John Coop shall trolle the sd Josua about any thing past or to come aboute the same case yt then the sd Jonas Wood would be altogether ffree this theis Deponents testifie to be according to their best Remembrance not having the writing to view flurthermore this Deponents testifie yt the obligation was pmised yt night when the account was

made & yt the performance thereof was the next day or the second day after theis Depositis taken before Mr Gardener & Tho: Baker.

This is also testified by Robert Bond & John Hand yt when John Cooper Demanded to see the obligation yt Josua garlick denied to shew it or to give a Coppie of it but sd that if John Cooper would satisfie him he would Cary it himself & shew it to their Mais trates att South hampton pvided yt John Cooper would pay him 5s a Day whilst he was employed about it further after more Long Discourse after theis Depositions was written about the obligation yt then Josua garlick was willing to Lett John Coop have a Coppie of this obligation pvided yt their was a nother Coppie in the towne booke although he had before Denied it.

BOOK 2, page 182.—————towne still indebted to John Cooper for the 1Slb of powder 2 bushels & a pecke of wheat & for the shott Indebted 1 bushel of Indian.—[Defaced.]

JANUARY 2 1654.

BOOK 2, page 180 B.—Thomas Baker Deposed testifieth yt being at Luke Lillies House John Coop & I speaking of a prvate obligation between Jonas Wood & Josua Garlick I Heard John Cooper say yt hee sued not for Goodman garlick but for himself & yt noe Damage should come to Goodman Garlick : whereof I thomas Baker Desired others to take notice of it, this speech being uttered about the 27 of December Last. This Deposition taken before Mr Gardner & Robert Bond.

JANUARY 2 1654.

BOOK 2, page 181 B.—William Edwards Deposed testifieth yt John Coop brought him a warrent whereby he was to warne a Jury & also a warrent for Robert Bond to answer

John Coop in an action of trespass vpon the Case & the Jury & Robert Bond appeared att the place apoynted & when John Coop made knowne the Case it was for the rest of the wheat yt was Dew to John Coop for the 18lb of powder which Robert Bond bought of him for the townes vse which wheat was to be Delivred att the mill & when the townes men vnderstood how it was thay & he issued it & Mr Gardner & Thos. Baker payd him the rest of the wheat & satisfied him & writing was Drawne betweene them this Depston taken before Lion Gardner & Tho: Baker.

the charge of the meetinge house.

			the charge							
Book 2, page 182.—	S	D	akers	S	D	S	D			
will Simons.....	10	10	13	cums to	8	1½	Due to him 2	8½		
will Edwards.....	13	00	20	"	12	6	to him 2	6		
Ben Price.....	1	00	02	14	"	8	9	1 to him 11	5	
To Talmage Se.....	04	00	16	"	10	0	Due to towne	6	0	
Wil Hedges.....	09	00	16	"	10	9	to ye towne	1	0	
To Osburne Se.....	11	00	20	"	12	6	to ye towne	1	6	
To osburne.....	03	06	15	"	9	4½	to ye towne	5	10½	
Jo Hand.....	12	02	22	"	13	1½	to towne	11	11½	
Jo Straton.....	10	00	18	"	11	3	to ye towne	1	3	
To Talmage in.....	08	00	15	"	9	4½	to towne	1	4½	
Ro Bond.....	19	06	20	"	12	6	Due to him	7	0	
Jo Mulford.....	15	00	20	"	12	6	to him	2	6	
To Baker.....	1	08	06	21	"	13	1½	Due to him	15	3½
T Tomson.....	16	02	20	"	12	9½	Detter	6	7½	
wil hand (?).....	10	00	16	"	10	0				
Lu lilli.....	10	00	14	"	8	9	to him	1	3	7
Rich Straton.....	08	00	14	"	8	9	to ye tow	0	9	
Will fithin.....	08	00	14	"	8	9	to ye towne	0	9	
Rich Brookes.....	08	00	13	"	8	1½	to towne	0	1½	
William barnes.....	—	—	13	"	8	1½	to towne		1½	
Sam Parsons.....	08	00	13							
Daiton.....	—	14	126	"	16	3	to him	9	9	
Chatfeld.....	12	—	21	"	13	1½	to towne	5	1½	
ffulke Daives.....	08	—	18							
Sam Belknap.....	—	—	13	"	49	& 4	11 ther and ffor			
Widow Rose.....	—	—	13	"	13		and there ffor			
				13						
Joseph garlicke.....	—	—	13	"	51		and there	2		
				13						

Memorandum the whole number of akers is 531
 544

									£
BOOK 2, page 183, cover.—at 8s an aker cums to	13	2	S						
									£
The charg of ye metting house		12	19	S					
Meale - - - -	0	3	6		1661				
one day - - - -	0	2	0						
2 days - - - -	0	4	0		4	5	penys a cowe		
at the gin - - - -	0	3	0						
Pounding - - - -	0	1	0						D
									for the oxen 3 a yoke
	1	1	6						

JANUARY 5 1654.

BOOK 2, page 181 B.—William Mulford & Luke Lillie Deposited doe testifie yt thay being present att Mr Gardeners House when John Cooper Demanded warrents for Robert Bond & some others & yt Tho: Baker absented himselfe & in a little time Returned agane & yt John Cooper expressed himself desirous of warrents whear vpon Tho: Baker declared thus himself to him Desiring his words to be taken notice of yt if he had any thing against any for matter of debt or Damage yt he should produce the party & he was redy to doe the best he could to satisfie him & also Tho: Baker further declared himselfe touching the end of the Law as the Last remedy & yt if it might be his end might be atayned without Law & yt John Coopers reply to yt was yt if he would vndertake to satisfie him he would Condesend to him & yt after this Discourse in theis words or to this effect warrents was granted for Robert Bond & others this Last claus willim Mulford excepted. This Depositu' taken before Mr Gardenr & Tho: Baker.

JANUARY 11 1654.

BOOK 2, page 77.—William Mulford plaintife hath entered an action of Defamation against William Simons for vtterng

slanderous speeches against the Wife of the sd William Mulford.

The verdict of the Jury in the Case of William Mulford is that they found for the plaintife with 10 shilling damage with the Court Charges.

JANUARY 23 1654.

It is also firmly agreed & each party both plaintife & Defendant Doth by this obligation bind themselves in a bond of 20 pound sterling not to Renew the action above writen ether hear or in any other place: & soe the Declaration & the Depositions to be burned: & soe all Diferances to be ended betweene them & thers in all Cases whatsoever yt have been betweene them ffor the times past: also each party doth bind him selfe in the same bond: not to speak of any differences yt have beene betweene them & ther viues in the Disparagmt of each party; vpon the penalty of paying the bond with the liberty of the Law to the offended party. in wittnes hereof each party sett to our Hands.

It is agreed by the towne Consering the forfeiture of the bond yt the one halfe shall belong to the towne and the Rest to the offended party.

the mark Λ III of WILLIAM MULFORD.

the mark of Λ S WILLIAM SIMONS.

Witness LUKE LILLIE Secy.

JANUARY 23 1654.

BOOK 2, page 35.—It is ordered that there shalbe a Highway in the vacant Lott by Goodman Prices lott straitte to the swamp & yt it shalbe 3 pole brod the length of the home Lott & the rest to be 5 pole wide. Jann 23 1654.—[Crossed in original.]

It is Ordered yt Mr Gardener shall have yt wast Land be-

tween Mr James home Lott and his owne in Consideration of som part of his addition yt he is wanting (pvided yt hee Leaves the breadth of 2 or 3 pole above Mr James his Barne for Mr James to use.)—[Crossed in original.]

It is Ordered yt Thomas Baker shall have 25s allowed him by a towne Rate in Leiu of his paying Goodman Meggs ffor the 2 akers of Land plowing pmised to by the towne.

JANUARY 23 1654.

BOOK 2, page 23.—Robert Bond deposed testifieth yt when Samuell Parsons took his Oath in the Matter Betweene Jonas wood & John Coper that to the best of his Knowledg and Remembrance Jonas Wood was ther prsent all the while yett he sayth he doth not Know butt yt it Might be posible yt Jonas Wood Might be gone out of Dores Just when the oath was given.

John Hand Deposed testifieth yt when Samuell Parsons took his Oath in the Matter betweene Jonas Wood & John Cooper Janas Wood was ther present while Samuell was speaking & vpon Occasion he desired that Samuels owne words Might be written this to My best Reme'brance & further att prsen I Remember not.

Samuell Parsons Deposed testifieth that when he gave in his Deposition in the Case betweene Jonas Wood & John Coop it being Read to him before he took his oath yt Obiected gainst the word Could : & Jonas wood sayd that I did well to express in My owne words.

ffurther more Robert Bond & John Hand Doe testifie that when Samuell Parsons was to take his Oath before his oath was given he sd touching yt which Jcsua Garlick & his wife should say to John Cooper that John Coop Could not deny it But afterward vpon his oath he sd John Coper did not deny it, and Disowned the word Could to be his Meaning: And

John Hand testifieth that vpon this word it was yt Jonas wood Desired that Samuels owne word Might be written: Thes Depositionr taken before Lion Gardener & Thomas Baker.

JANUARY 24 1654.

Book 2, page 23.—Josua Garlick Deposed testifieth that at that time when he went to Southampton with John Coper about the wheat to satisfie John Cooper we mett a man, and after yt we overtook Captayne Tappine att Mecoks pond & ther we stayd & pipt it & Drunk of a bottle of rum of John Coop, and then we went to Jonas wood about the wheat att that time to my best remembrance & never att any other about that Corne, And yt the time was after Goodman Bond & Goodman Baker came from the Maine about Goodman Davis his Business.

JANUARY 24 1654.

Book 2, page 8.—Luke Lillie Deposed testifieth yt when he Copied out the Deposti of Goody garlick Sam: Parsons & goody Bishop into the towne book yt it was Done att Goodman Bakers house & yt Jonas Wood was ther & seemed to be in hast to be gone & yt he was absent a while & Came agayne whilst Goodman Baker & I was Comparing the Depositions with the towne book & yt to my best Remembranc he prsently took them to be gone. this taken before the 3 townes men.

Goody Baker testifieth yt Jonas wood took the Depositions of Sam: Parsons: Goody garlick & Goody Bishop & putt them in his pockett & yt shee never see any of them since yt time and yt he came in for them whilst her husband and Luke was Comparinge of them. This taken before Lion Gardener Ro: Bond Tho: Baker.

Goodman Baker Deposed testifieth yt when the Deposition

of Goody Bishop Sam: Parsons was taken the Secrytary Copied the Depositions & while Luke Lillie & myselfe wear Comparing the Copie whith the principle Jonas wood Came in & being in hast as soone as we had read them over he took them & Carried them away and never had them since vnless I saw them att South hampton, & to Samuel parsons testimony whear as it is tould vs yt in his Deposition john Coper could nott Deny it: histrue Deposition was & is yt John Coper Did not Deny it: & yt is also according to the Copie written by the Secrytary in our towne book I Doe further ad to the Deposition yt to my best knowledg I never sett my hand to any Deposition of Samuell Parsons wherein the word Could was Exprest. This Taken before

LION GARDNER &
ROBERT BOND.

JANUARY 24 1654.

Book 2, page 35.—It is ordered yt every Man Shall clear the high way in the street sixe ffoot ffrom the payles all moveables as namly Carts ploughs wood stones or any thing yt is annoyance to the traviler ether by night or day: this order to be observed ffrom time to time after Dew warning given by the Constable which is to be done this week & whosoever is ffaulty herin shall pay 2s the on halfe to him yt Complains & the rest to the towne.

A rate Made by the townes men of 4 pence an aker ffor Discharging the the townes Debt at prsent: & the rest for publick Charge.—[Crossed in original.]

JANUARY 24 1654.

Book 2, page 36.—It is Ordered yt ffor Our Comfortable & Speedy dispatch of publick busines: yt Whosoever shall vtter

any pvoking speeches yt shalbe judged A disturbance in the Meeting or Court he shall pay the sum of 5 shillings ffor his Offence or more as the men in authoritie shall judg & the fines to be disposed of to the publick use of the towne.

JANUARY 26 1654.

Book 2, page 35.—It is ordered yt Who soever shalbe Cald to give in testimony before authoritie: if he or they shall wilfully Refuse to give in Evidence in the Case it being Declared to him he shalbe liable to pay the ffine 20 shillings ffor his Contempt & to submit to fforther Censure according to the Degree of the offence & also Liable to pay such Damage as shall be proved to accrue by the Default.

JANUARY 26 (1654)

Book 2, page 23.—Josua Garlick deposed doth affirm yt I gave no other Order to John Cooper to take any Corne of Jonas Wood but ffive bushels of Wheat in Leiu of ffive bushels of wheat which I took of John Copers wheat at East Hampton. This deposition taken before Lion Gardenr, Robert Bond & Tho: Baker.

JANUARY 30 1654.

Book 2, page 12.—John Hand Deposed testifieth yt when John Cooper was last hear I heard him say that the testimony which Jonas wood had of Samuell Parsons he sayd yt Jonas wood sayd in the Court to be the Orriginall & John Copers, but the Coppie this to my Best Remembranc & fforther I know not att present.

Tho: Talmage Deposed testifieth that when John Coper was att our towne with his Brother Henery Pierson the sd

John Coper then sd that the testimony which Jonas wood had of Sam: Parsons Jonas Wood did say that that testimony which he had was the Originall & the testimony yt John Cop had of Sam: parsons was but a Coppie this is that yt I know & no more at prsent. Theis Depositions taken before the 3 townes men.

Goody Bishop Deposed testifieth yt she heard John Coper say that Jonas wood should or would be Cast to the Devill shortly.

Goody Garlick further testifieth yt she Heard John Coper say somthing of jonas woods Casting to the Devill shortly : & further not at psent. Thes taken before the 3 townes men at the same time.

FFEBRUARY 5 1654.

BOOK 2, page 25.—Robert Bond & Luke Lillie testifieth yt thay heard tho: Baker say yt he found the 3 testimonies of Goody Garlick Goody Bishop and Sam: Parsons in his owne house & that thay was Compared and are according to the towne book taken the 12 of December Last & yt we know yt Jonas wood did see them hear that Day which Thomas Baker sayth he found them. This taken before Lion Gardener & Thomas Baker.

Thomas Baker Deposed testifieth that he found 3 writings wherein was the testimonies of Goody Garlick Goody bishop & Sam: parsons being in my house unknowne to me till I ffound them : it being so I solemly testifie yt I nether willingly or knowingly Retayned them, also I testifie that Jonas wood saw them here & that he Desired me to bring them to South hampton with me, which accordingly I did & was redy to present them to Jonas wood Or to the Court, if any had Desired them which writings was Compared and are according to the towne book; this to my best Remebrance.

This Deposition taken before Lion Gardener and Robert Bond.
—[Crossed in original.]

FFEBRUARY 5 1654.

Book 2, page 36.—It is Ordered that Evry Man shall have Liberty till the 15 of Aprill next for the setting vp of his ffence On the Eastern plain & yt shall be Done by yt Day vpon penalty of paying 2—6 a pole according to a former Order Which now in Respect of time is Made voyd—[Crossed in original.]

It is ordered that Whosoever shall Employ the townes men about any publick busines thay shall have 2 howers ffree for the Dispatch of any busines but in Case thay shall Expend Longer time then the party that shall Employ them or any of them shall pay them 6 pence an houre: Except it be on the apoynted Monthly Meetings for publick Busines.

FFEBRUARY 1654.

Book 2, page 31.—It is ordered yt Thomas Talmage shall have 5 ackers of upland and meadow proportiable.

FFEBRUARY 8 1654.

Book 2, page 4 —The Deposition of Ralph Dayghton. The Deponant sayth that being at Josua Garlicks John Cooper Coming in Desired A Lettr of attorney ffrom Josua Garlick about the payment of the boat which was to be payd part in Corne & otherwise According to their Discourse together whear vpon the aforesd John Cooper & Josua Garlick Desired the Deponant to make a Letter of attornie; but the Deponant Refusing of it the sd John Cooper; & Josua Garlick went to Giles Silvester for it to Lt Lion Gardeners & further the Deponant sayth not: this taken before Lion Gardener Robert Bond and Tho: Baker:

The Deposition of Samuell Parsons. The Deponant sayth yt being Cald in the Case to give wittnes of Goodman Wood & John Cooper the 12 of December 1654 not knowing what the Deponant should speak to vntill the Deponent came to Goodm Bakers Goody Garlick tould the Deponent yt he was to speak to yt which John Cooper spoke the Day before, to the which the Deponent Gave in his testimony, further more the Deponent being Cald to give testimony of what John Cooper sd. when he Came for the Letter of attorney which was yt ye sd John Coop Desired a Letter of Attorney of Josua Garlick & with all yt it was for to sue for himselfe & not for Josua Garlick & yt noe Damage should Come to him by it for it was to arme himselfe against his adversary as for the wheat the sd John Coop sd yt he did not matter it, but as it made for him in an other Respect he would not take ten pound for the wheat and further more the Deponant sayth nott. This taken before vs vpon Oath Lion Gardener Ro: Bond Tho: Baker.

Book 2, page 168.—The Depositions of Lion Gardener & Giles Silvester. The Deponents say that the 30th July Anno Domini 1654 Josua Garlick gave to John Cooper a Letter of attornie according to the tenor: therof to Recve all such Debts as the said Jonas Wood was indebted to Josua garlick vnto wch said Letter of attornie we have in wittnes ther of subscribed our names & was signed, sealed & Delivered in the prsence of vs as Josua Garlicks act In Deed, and further more: Giles Silvester saith yt when he write the letter of attornie for Josua garlick, yt the said Josua garlick did very much Exclaime against Jonas wood ffor none payment but as for the particulers which whare manie: I Remember not any, only yt it was for Debt by Reson of my Indisposednes, to witt coming newly out of an Ague & the thing being not moved to me till 6 m after, and further the Deponents

say Not. This is Deposed vpon oath before me this 27 feb:
an Dom: 54 Robert Bond.

Robert Bond Deposed testifies that Goodman Cooper did never apoynt or assign me to pay any other Corne than one 5 bushels of wheat to goodm garlick at yt John Coper did never Discount or Discharge me of any corne till he gave me an aquittance & this aquittance I Reseved of John coopr about the Latter end of December last (54) This taken before me vpon oath the 27 of ffebreuary 1654 Lion Gardener.

Luke Lillie affirmeth this, yt hearing John Cooper & Josua Garlick Discoursing before authoritie about the Corne yt he had Reseved of Jonas Wood, Josua garlick sd yt he had Reseved but one five bushels of wheat of Jonas wood, whear vpon John Coop desired yt he might speak it vpon oath, then Robert Bond answered yt ther was 5 bushells more by his assignment to John Cooper, & Josua Garlick sd the same, then John coper Desired yt Josua Garlick Might speak his owne words: then after Goodm Bond said that he would not for 5£ but yt he had Minded him of it, & spake as though Goodm Garlick would be in danger by it.

John Mulford also affirmeth the same yts Declared by Luke Lillie This Deposition taken before Lion Gardner and Robert Bond ffebruary 27th 1654.

Book 2, page 169.—The Deposition of John Mulford and John Hand ffebeuary 27th 1654.

This we testifie that whearas sumtime Last Sumer the accounts of Jonas Wood Conserning Josua Garlick being brought vnto vs by John Cooper att John Mulfords house, Josua Garlick being there prsent there was severall things Charged in Jonas woods account wch Josua Garlick Denied but afterwards Jonas wood Came & brought his accounts & in Goodm Bakers house Josua Garlick and Jonas wood Compared ther accounts together and Josua Garlick Did

Manefest himselfe satisfied with sum of the things which he had before denied but Conserning other sum of the things Josua Garlick was silent and Did not verbally Owne them but in the conclusion Josua Garlick did yeeld to Jonas Woods account & gave him an acquittance and Josua garlick was in nonas Woods Debt, And John Hand testifieth touching the time yt it was about the 12th of December when the account's were Compared. this Deposon taken before Lion gardener Ro: Bond.

Robert Bond Deposon testifies that being att goodm garlicks John Cooper being ther I wished goodm garlicke to goe with him to Southampton to Jonas Wood to gett him to pay Sohn Coop that wheat which goodm garlick had made use of which was Laid in att his house for goodman Cooper: this possitively affirmed. furthermore touching the time when this was Done it was to my best Remembrance when I went ether to Mowing or Making of hay. This taken before Lion gardner ffebruary 27th 1654.

The Deposition of Samuell Parsons ffebruary 27 (54) Samuel Parsons Deposon affirmeth yt being sumoned by a warrent to give testimony Conserning the testimony yt he had formerly given John Coper Denied yt I might be Cald forth to speak whether it was the truth or noe that was in the towne book I made answer and sd yt that was a true Copie which was in the book Goodm Baker turned about before I could well Declare what I had to say & Charged me to hould my peace & sd that by Calling over testimonies this after they ware given in, that thay would have insnared him if they Could, & so I forbore speaking for the prsent. Goodm Baker turned about from me and spoke as though I was not willing to speake to it and sd yt for his he saw no Light for Calling over testimonies after the Jury had them to Judg; if thay could make any thing of them soe if not thay might throw them away, but after much Discourse about it Goodman

Hand and Goodm Bond made answer yt Sam; Execepted against the word Could & then I spake fully to it and our hands was sett to it & then Goodm Baker Owned it and said yt I desired the word did to be exprest. further more I being demanded why I was Loth to speak to yt which I had before soe ffreely owned: my answer was yt my silence was from goodm Bakers speech to me: I being sumwhat troubled yt Goodm baker should prevent me in speaking to a thing yt was soe fitting goodm baker hearing of it came to me and said yt he heard yt I was offended at that which he spake to to me & sd yt he thought I had noe Cause, for it was out of tendernes to me Least I should be intrapt or ensnared; my answer to him was yt ther was no danger in speaking to it being ther was so many yt Could wittnes it: goodm bakers answer to this was yt he did not know the things then but when he vnderstood the thing he was willing it should be spok to & did speak to it him selfe this to my best Remembrance. This taken before Lion Gardenr and Robert Bond.

APRILL 3 1655.

Book 2, page 36.—It is Ordered that Ananias Concline shall have an aker of Land in the Eastern plaine in Consideration of part of his addition yt he wants in his home Lott.

APRILL 3 1655.

Book 2, page 37.—It is Ordered by the Court that 2 men shall be sent to Coneticut to treat with them at ther Court in may next Conserving our Coming under ther Gourment: after Long debate by the towne at sevrall times Conserving sending men to Coneticutt it is at Last determined to Repeale the fforegoing order May 8 1655.

MAY 24 1655.

It is ordered that Thomas Baker shall have his Land yt he

is wanting in Liew of yt which he gave vp on the Little plaine.

And also the Land yt is to belong to the mill to Joyne to his Land in the worme fence square with the rest of his Land & to the pond, pvided yt the mill stand in the apoynted place according to the Covenant betweene him & the towne

It is Ordered yt ffulk DAVIS & Thomas Talmage shall have the Land granted vnto them adioyning to Mr Gardners Lott on the east side, viz, Mr gardners Lot near the Little pond

MAY 24 1655.

Book 2, page 178.—Thomas Chatfeild Sixe akers vpon the great plaine be it more or less bounded with the hie way South & John Mulford West & the hie way north & Thomas Osborne East.

Thomas Osborne Senior ffowre akers vpon the great plaine be it more or Less bounded with the hie way South and Thomas Chatfeild west and the hie way north and william ffithian East.

William ffithian three akers vpon the great plaine be it more or Less bounded with the hie way South & Thomas Osborne West and the hie way north and Beniamine Price east.

Beniamine Price ffoure akers vpon the great plaine be it more or Less bounded wth the hie way South & William ffithian west & the hie way North & Thomas Osborne Junior East.

Thomas Osborne iunior five akers on the great plaine be it more or Less bounded with the hie way South and Beniamine Price West and the hie way north and John Hand East.

John Hand Sixe akers on the great plaine be it more or Less bounded with the hie way South & Thomas Osborne west and the hie way north & Thomas Baker East.

Thomas Baker ffive akers and halfe on the great plaine be it

more or Less Bounded with the hie way South and John Hand West and the hie way north and Ralph Dayton East.

Ralph Dayton Eleuen akers & halfe on the great plaine be it more or Less bounded with the hie way South and Thomas Baker West and the hie way north and the hie way through the plaine east.

BOOK 2, page 177.—Thomas Tomson ffowre akers and halfe on the great plaine be it more or Less bounded with the hie way South & the hie way through the plaine West the hie way north & Robert Bond East.

Robert Bond ffoure ackers & halfe on the great plaine be it more or Less bounded with the hie way South and Thomas Tomson West the hie way north & Beniamine price east.

Beniamine Price one aeker and halfe on the easterne end of the great plaine be it more or Less bounded with the hie way South and Robert Bond west & the hie way north or present Comon and Jeremiah Mecham east.

Jeremiah Mecham the present Owner and possessor of the Land formerly granted to Thomas Talmage Senior Deceased hath 4 akers & halfe on the great plaine be it more or Less bounded with the hie way South & Beniamine Price West and the hie way north and Richard Stratten east.

Richard Stratten three and halfe one the great plaine be it more or Less bounded with the hie way South & Jeremiah Mecham West and the hie way or present north and Ananias Concline East.

Ananias Concline one aker on the great plaine be it more or less bounded with the hie way South & Richard Stratten west and the hie way north and John Stratten east.

John Stratten three akers & halfe on the great plaine be it more or Less bounded with the hie way South & Ananias Concline west and the hie way north and William Mulford east.

William Mulford foure akers & halfe on the great plaine be

it more or Less bounded with the hie way or the beach South and John Stratten West & the hie way north & Mr James West.

Mr Thomas James 2 akers & halfe on the great plaine be it more or Less bounded with the hie way South and William Mulford west & the hie way or prsent Comon South & Thomas Talmage east.

Thomas Talmage 2 akers on the great plaine be it more or Less bounded with the hie way South and Mr. James west and the hie way south and Luke Lillie West.

Luke Lillie 3 akers & halfe on the great plaine be it more or Less Bounded with the hie way South & Thomas Talmage west & the way or prsent Comon North & the Comon East.

Joshua Garlick thirteene ackers and an halfe on the east side of the harbor bounded wth ducke creeke South and the harbor west and the woods north and East and the sd Joshua is to fence it as he sees meett only to leave a way the clay wth a payer of barres if he fenceth it in.

MAY 28 1655.

Book 2, page 37.—It is Ordered yt ffor the prevention of abuse amongst the Indians by selling of strong water ffirst that no man shall Cary any to them to sell: nether send them any nor Imploy any to sell for them: Nether shall any sell them any Liquior in the towne to any Indians: for ther prsent Drinking above 2 Drams at on time: Also who soever sells Liquors shall not Let any Indians have any but shuch as are sent by the Sachem & shall bring a writine ticket from him which shalbe given him from the towne & he shall not have above a quart at on time & whoever goeth contrarie to this order shalbe liable to paie 5s for everie quart & soc for everie quantitie more or lesse.

JUNE 4 1655.

It is agreed vpon & Ordered yt Georgica & the Little pond are & shalbe sufficient ffences to those plaines adioyning to them: & in Case that Georgica shalbe Let out or break out at any time yett it shall Remaine a sufficient ffence againe after it hath beene one month stoped.

EASTHAMPTON June 13 1655.

BOOK 2, page 167.—Mr Lion Gardner hath entred an accen of Damage for tresspas vpon the Case Agaynst Anthony Waters and Jeremie Vaile his ffarmers on the Ile of Wight to be tried this present Day at 12 of ye clock at Meetingehouse.

JUNE 25 1655.

BOOK 2, page 38.—Mr Gardner is to have the Mowing of that Medow belongiug to the three & twenty aker lott for this present year hee paying for ye use of it to ye towne 16 chillings.—[Crossed in original.]

William Edwards also has hired the Mowing of ye 15 aker lott next to Josua Garlick he paying to ye towne 13s 6 William Edwards is also to have the 15 aker lott next to Tho: Talmage for the present yeare hee paying to the towne for the vse of it 9s 6d.—[Crossed in original.]

JULY 6: 1655.

It is ordered yt whearas the towne Intended to Dispose of 34 Lotts fformerly that 2 of those 4 Lotts yt are not yett Disposed of that is 2 ffifteene aker Lotts shall Remare to the towne and the Medow belonging to them to be Devided according to yt not yett Disposed of.—[Crossed in original.]

1 The Meddow belonging to the afforenamed Lotts is Dispos-

ed of by the maior prt & Devided to 8 Lotts as ther ffull share & pportion of all the medow undesposed of: William ffithians part of those Lotts is in the ffirst Devisiion at accoboneck betweene Josua Garlick & Tho: Tomson.

2 William Simons his part of thos Lotts & all the medow undesposed of is between Josua Garlick & Tho: Tomson in the 2d Devisiion at accaboneck.

3 Josua Garlick his part of those 2 Lott & soe of all (the medow) lieth adjoining to his Lott in accaboneck neck & to Thomas Tomson Lott.

4 Nathaniell Bishop his part of those 2 Lotts & soe of all the medow vndevided Lieth adioining to Thomas Talmage his ffirst Devisiion in accaboneck.

5 Richard Stratten his part of the 2 lotts & of all the medow to be Desposed of Lieth adioining to Tho: Talmage his Lott in Accaboneck neck.

6 Nathan Birdsall his part of those 2 Lotts & his ffull share of all the meddow undevided in the towne bounds. Lieth adioyning to Josua Garlicks Lott in the northwest medow.

7 Beniam Price his part of the 2 Lots his & full pportion of all ye undevided medow in the towne is bounded with thomas Talmage the on side & and a 13 aker lot ye other side in the northwest medow.

8 Samuell Parsons ———

JULY 6 1655.

BOOK 2, page 140.—It is Ordered

Thomas Tallmage & Samuell psons Declareth yt Daniell ffaireffeildd cominge into the house where the scoolmaster was a teachinge scoole the children came about him & gave some words to him wch Samuell psons saith was that the children should say to Daniell you said you could beat us and our mas-

ter but we can deale wth you ourselves whereon Daniell said I am not afraid of you but if you will saith Daniell I will trie wth you now & then they busled about him & then Daniell did strike one of the children & now we both declare that Charles Barnes asked Daniell whie he came hither to A front him now he was about his busines & soe bid Daniell begone about his busines wherevppon Daniell said he had busines there & that he had as much to Doe there as hee for he came to speake wth Samuell psons wherevppon the children were left by the scoolmaster to their libertie to fall upon Daniell if they would & then the children some of them went about Daniell to take hould of him & Daniell did strike & scramble some of them downe after this charles tooke hould of Daniell about his coller & thrust him backward downe vnder the bench & there they were Downe together & Daniell cried out to let him alone & charles said if you will be quiet I will let you rise & Daniell said he would & soe they left hould of eathh other and after this there was some words passed betwene them & Daniell gave out ill language vnto charles that he was ————[Crossed in original.]

JULY 6 1655.

Book 2, page 157.—It is voted by the maior part of the towne that Thomas Osborne Senior and his son Thomas Osborne Junior shall have all yt Medow about the place Cald the Hogg Creek as ther full share & pportion of all the West medow not yet Desposed of in the Bounds.

It is also Ordered by the Maior part that Jeremiah Mecham & Richard Brookes shall have all yt medow allong by the beach Calld the ffire place that is undevidad from Willim Mulfords lott to be Equally Devided between them as ther full pportion and share of all the medow vndevided.

JULY 6 1655.

Book 2, page 39.—It is ordered by the maior part that Ralph Dayton shall have yt medow at the vpper end of the bushes at the Swamp near the towne pvided yt it be not above 5 ackers west: towards the cart way.—[Crossed in original.]

It is Ordered by maior prt yt Mr James shall have yt medow on the ffurthest side of Hooke pond Between the thickett of trees & the Beach & so along the Plaine side according to a row of Bushes by the medow side.

JULY 1655. East Hampton.

It is agreed vpon by the maior part yt is of the inhabitants that Mr Lion Gardner Thomas Chatfield Ananias Concline and William Hedges shall have the medow att the north side of Hook pond & at the end of it to the Swamp thay Leaving a sufficient way through it whear It shallbe most Convenient for the towne.

Book 2, page 10.—

serve

Tho: Osburne Se : b 1 -

Tho: Osburne in 1 - 1

ffulke Davis b f o h a x :—[Crossed in orfginal.]

John Hand n a b T D x — 1 1 - a w w w J H n

John Straton w b D a 1 - 1 1 b b x o w w w J J w

Tho: Talmage b h (.) - 1 1 — Q 23 w

Robert Bond n a b (.) . d d w w J m w

John Mulford a b x — 1 — w n m w

Thomas Tomson - b 4 g h (.) x — 1 d e - w w w It w

Thomas Baker a b w w w

will: Mulford a d f g 1 — f = x : w w w w V B w

Luke Lilly a b [D E g h J E w—[Crossed in original.]

Richard Straton w a w 2 f g 1 (|) — a — w w n B w

will: fithin a n 1 — w 5 P w
 Richard Brookes a b f d 1 — w — w — sim w
 Joshua Garlicke a b c f 1 — w — w n Burd
 Vinson Meigs G M—[Crossed in original.]
 Nathaniell Bishop n — 1 b n w w J: M
 William Barnes a w — 1 (X) x . (-) w w w w
 Samuell Belknap a—[Crossed in original.]
 Samuell Parsons a b n d (f) — w
 Will: Simons a w b e f h d x — w w
 Will Edwards b w h 1 — - x : w
 Ben: Purse a 1 — w w
 Ralph Dayton 1 a w w
 Tho: Chatfild g 1 o —
 Lion Gardiner 1 * — x :
 Ananias Conkline D x — w—[Crossed in original.]
 Jerimy Meacham - - - 1 — * g = w
 Will: Hedges a b 1 - 1
 Nathan Birdsall w w w w x g w w w
 John Osbourne
 George Millar w w o
 John Millar w
 Charles Barnes
 John Hand Junior—[Crossed in original.]
 Arthur howell w—[Crossed in original.]
 Jeremiah Vaile w w o
 Roger Smith
 27 october for not answeringe in the afternone o
 Birdsall Arthur howell Ro Daiton wanting 11.
 Januarie 57
 May 7: 7 Wanting
 (May 3 - 15 wanting at the meetinge) 55)
 Edwards withdrew february 7)
 May 23 for withdrawinge £ |
 [April 4 April 11 =

October 3 x august 3 h

June 24th y - for not votinge chatfield
Talmage

EAST HAMPTON October 2 1655.

BOOK 2, page 12.—The Deposition of John Woolle Servant to Jerimah Vayle at ye Ile of wight being aged betweene 17 or 18 yeares.

The Deponant testifieth that in March Last 1654 he heard his master Jeremiah Vayle aske Leiftenant Budd ffor anthony Waters his part of Hay seed and Leiftent Bud sayd he should have none of him: he would give his Master some but Anthony should have none This Deposition taken before Lion Gardner Robert Bond & Thomas Baker.

The Deposition of John Rose Servant to Anthony Waters aged 17 yeares.

The Deponant testifieth that When Anthony Waters tooke Leiftenants Budds ffarme he had noe Oxen till about the Begining of Winter and in the Spring ffollowing he had 2 young steeres newly Broke which Drawed soe Little yt One of the oxen which Anthony had ffrom Goodm Benedict tired when he had ploughed seven or eight Dayes & in the Begining of Harvest ffollowing they would Draw little above halfe a Load This Deposition taken before Lion Gardner Robert Bond: & Thomas Baker. (East Hampton October 2 (55)

BOOK 2, page 8 of Index portion.—due to Mr Codners for fence bought of him 12s payd by John Osborne 6s 9d

OCTOBER 3 1655.

BOOK 2, page 39.—It is Ordered that William Simons ffor his provocking speeches to the 3 men In Authoritye being a Disturbance to them in ther pceedings: that he shall fforth-

with pay 5 shillings which is to be Disposed of to make a paire of stockes.—[Crossed in original.]

John Mulford Thomas Baker & Lion Gardener are Chosen as townes men for the ensuing yeare.—[Crossed in original.]

Richard Stratton Chosen Constable for this ensuing year.—[Crossed in original.]

OCTOBER 10 1655.

Book 2, page 40.—It is Ordered yt Ananias Concline shall veiu all Generall ffences ffor this Ensuing yeare. And yt he shall goe to veiw the Last Weeke in Every Month and yt whear any Defect is he shall give a Chop on the rayle and give notice to the Owner therof and if it be not mended within 2 Dayes thay shall pay 2 shillings 6d a pole fo r.—[Crossed in original.]

The gage ffor the ffence in hight is to be 3 foot 10 Inches at least and below the third rayle it is not to be above 5 Inches in Distance betweene the rayle: And that the veiwier shall have 2s 6d a Day for evry Day expended.—[Crossed.]

It is ordered that Conserving the Carting of the stuff ffor the mill yt when those that are behind in Carting are Even that then that which Remaines shall be borne by Every man according to his allottment.—[Crossed in original.]

It is Ordered that Mr Gardenr shall have power to Call forth men by turnes to looke Out ffor whales at al sesons as he shall apoynt.

Book 2, page 40.—It is Ordered And agreed vpon yt Seirgeant Talmage shall have a Dayes worke of Every trayne souldier Yearly.

EAST HAMPTON Novembr 16 1655.

BOOK 2, page 14.—The testimony of Jeremiah Concline.

This Deponant testifieth that he being at Monchoneck the Last Winter and Came from theare about the 17 of march: he Doth Concieve that ther was nott enough hay for the Cattle that was ther, he doth nott know whether it was by Reson of the hard Winter or noe: and that ther weare some Young Cattle dead before he Came from theare: further more this Deponant testifieth that he being with Anthony Waters & With others: that vpon Discourse that the said Anthony Waters Did say that Marke Meggs or others might strike Mr Gardener as well as another if he stood to help the Duchmen this as I remember was about 3 weeke agoe This Deposition taken before vs Thomas Baker Lion Gardener.

DECEMBER 5 1655.

Book 2, page 40.—It is ordered that Mr James shall have the rest of his Addition yt he wants: adioining to his Meadow on the ffurthest side of hooke pond.

It is Ordered that John Hand shall Lay out every man his Addition on the East side to those yt are wanting & those yt Employes him are to sattisfie him thay are to have the Remainder of ther additions next to Thomas Talmage his Lott in the wood on the hither side the Little Pond: & William Simons is to have 4 akers adioining to his adition at his home Lott.—[Crossed in original.]

Book 2, page 39.—Beniamine Price Chosen Constable in the absence of Richard Stratten December 5 1655.

LUKE LILLIE Secrytary.

EAST HAMPTON December 19 1655.

Book 2, page 79.—Mr James Declareth against Daniell fairfield for acting filthynes with his Mayde and attempting or Daliance With his Daughter.

The verdict of the Jury Consering the Case declared against the sd Daniell by Mr James that thay find for the plantife : that Daniell is guilty of the act with one and of Dalliance with the other.

DECEMBER 20 1655.

Book 2, page 14.—Benjamin Price aged thirty fowre yeares testifieth yt he being at the Leiftenant Gardeners Island to prop the Barne in the Month of July Last the sd Leiftenant Desired me to Looke vpon the pease that weare standing in the ffeild and I went with him & when we Came ther thay were to ripe & sheled on the ground very much: also we being in the Yard next the house the Leiftenant asked some of the youthes : who made that shelter yt was there on the South side and answer was made that David Gardener made some and some was made by the youthes for ther Owne goats and ther was noe Other made by them at that time I meane the ffarmers This testimony taken before vs Thomas Baker. December 20 1655.

Shuball Walker aged about Eighteene Years This Depo-
nant testifieth that he being at the Leiftenant Gardeners Iland to help mend the barne in the month of July Last the sd Leiftenant Desired me to look vpon the pease that wear standing in the feild and I went with the sd Leiftenant & Goodman Price altogether, and when we Came to them I saw them to be ripe and shed on the ground and I kicked them with my ffoote and thay were grown agen : and also I being with the affore sd Leiftenant & Goodman Price in the yard next the House the Leiftenant asked some of ye Youths I think John Wooly : who made yt shelter that was ther, on the South side : and answer was made that David Gardner made some & some was made by them for ther Owne goats and ther was no other made at that time by them I mean the ffarmers. This testimony taken before vs Thomas Baker.

FFEBRUARY 12 1655.

BOOK 2, page 41.—It is Ordered that the fence yt belongs to the Little plaine at the vpper end of the Little pond shalbe Removed higher on firmer ground & that the fence on the hither side the pond removed to Joyne to it.

It is Ordered that Jeremiah Vaile shall have the Lott adioyning to Joshua Garlick Reserved for him till his time be Expired with Mr. Gardener.

It is Ordered that John Osborne shall have the home Lott adioyning to Robert Daytons & to be made vp a 13 aker Lott.

It is Ordered that the Indians shall have 5s a Woulfe for all that thay Kill in our bounds.

FFEBRUARY 22 1655.

It is Ordered that Beniamine Price shall have 6 akers of Land on the Easterne plaines next to John Osbornes Devision and for time to Come his Lott is to be Rated for a 17 aker Lott, he paying the purchase paid.

It is Ordered yt the aker of Land wher the Mill standeth fformerly Intended for a high Way that ther shalbe no loose cattle Drove through vpon penaltie paying 5s besides Damage.

EAST HAMPTON ffebruary 25 1655.

BOOK 2, page 167.—The Deposition of Bernerd Collins aged twenty and seven yeares or ther abouts.

The Deponant Declareth yt when as it is reported yt the Deponant hath beene threatened by Capt Nathaniell Silvester in severall sorts yt in Case the Deponant Did not give in his testimony Conserning Mr Larrebie about the breaking open of his Cabinet at the time of the shipp Swallows being Cast

away yt he the said Capt Nathaniell Silvester would not only detaine the Deponant for a Longer time of his servis then by Covenant the Deponant was bound unto ye said Capt Nathaniell Silvester but yt he the said Capt Nathaniell Silvester would afflict the Deponant wth punishment: The Deponant Doth Declare yt whatever he hath given vpon oath about Mr Greenfield Larrabie was Done by the Deponant with out any threatenings or Intreaties by the said Capt Nathaniell Silvester. Moreover Declaring yt the said Captaine Nathaniell Silvester never did in any place or places perswade the Deponant vnto any thing what soever, but the Deponant Declareth the absolute contrary, with all Declaring yt Capt Nathaniell Silvester did with much tendernes and severall warie expressions tending vnto the Deponants good which was that the Deponant should Consider seriously what he was aboute at the time of giving in his testimony, and that the Deponant was not to respect any person although he the above said Capt: Nathaniell Silvester was the Deponants Master: so yt the Deponant Doth Declare against the party or parties Whatsoever, which have or may Declare against the above said Capt. Nathaniell Silvester in any way to have threatned or persuaded the Deponant at rode lland or elsewhere in giving of his testimony or oath and the Deponant further declareth that the cause of his running away from his Master at road lland was not by reson of any Cause given him for his so Doing by Capt Nathaniell Silvester, but was by the perswasion of the above said Mr Greenfeild Larabie and others pretending the Deponant to be as free after the ship Swallow was cast away as his Master Capt Nathaniell Silvester which may appear more at Larg in the Deponants Deposition taken at South hould the 21d of March, 1652 before the Deputies of the said towne, and at present againe before authoritie in which the Deponant would have the World to take notice yt what ever he hath done in the premises hath beene & is Done at present with mature Delib-

eration & a good Conscience which he would have benee willing vpon the Request of Capt Nathaniell Silvester to give vpon Oath att New haven, but that the Deponant is vpon his Removell from thes parts & further saith nott This Deposition taken before Lion Gardener Thomas Baker.

MARCH 3 1655.

Book 2, page 41.—It is Ordered that when Daniell ffairefelds time is Expired in may next with Goody Mulford that whosoever shall afterwards Entertaine him shalbe bound in a bond of 20£ ffor his good behavior & the sd Daniell after to be subject to ye Law.

APRIL 1 1656.

it is Ordered that the above Written Order shall be Dispensed With all for a triall of his behavior and with respect of Goody Mulfords nesisitie of help.

EAST HAMPTON March 21 1655.

Book 2, page 166—The Deposition of Bernerd Collins aged twenty & seven years or ther abouts. This taken before Lion Gardner & Thomas Baker.

The Deponant saith that at the time that Greenfeild Larrabies shipp Called the Swallow was Driven near the Rock att Connanicott Iland neare Rode Iland & in great danger to be cast away yt Captaine Nathiell Silvester with severall others & the Deponant whare goeing ashore of the afore said Iland of Cannaniucott, & as the boat was putting of from the ship side, The Deponant herd Capt Nathaniell Silvester speake unto ye aforesd Greenfeild Larrabie the words following Mr Larrabie wher as I am now goeing unto Road Iland and ther to pcure a shallop with Horsers and what Help I can, to re-

lieve you & your men and in gitting of your ship ffrom the rocks; so I likewise Desire you wilbe pleased in Case the wind should increase vpon you, yt then yo would be pleased to have a speciall care of my Cabinett, it being of great vallew, & much Conserning me vpon wch the afore sd greenfeild Larrabie answered vnto Capt Nathaniell Silvester that wheras he desired him at this prsent time to assist him, so he would likewise, be faith full vnto him in saving the affore sd Cabinett & such other things belonging vnto the said Capt Nathaniell Silvester, the next Morning yt the afor sd Greenfeild Larrabies ship was cast away, and Capt Nathaniell Silvester being Come from Road Iland, the Deponant Heard Capt Nathaniell Silvester Earnestly enquire of Greenfeild Larrabie, what was become of his Cabenett, vpon which the sd Greenfeild Larrabie answered that he did not know any thing Conserning the Cabinett, vpon wch Capt Nathaniell Silvester tould Greenfeild Larrabie, yt his Cabinet was broke open, And yt all his rings and other things of vallew yt was in it, whare stollen out, well said Greenfeild Larrabie vnto Capt Nathaniell Silvester, it is true your Cabinet was brok open & it was Done wth a generall Consent vpon wch for yt prsent ther was no more words about the afore sd Cabinett: Moreover the Deponant Declareth yt the afor sd Greenfeild Larrabie, prsently after the afor sd ship Swallow was cast away: yt Greenfeild Larrabie tould ye Deponant & the rest of Capt: Nathaniell Silvesters servants yt now the ship was cast away, thay were all free men, & and no longer servants under ther Master A withall Declaring yt whatsoever thay could lay hands on of what came out of the Reck ashore of Captaine Nathaniell Silvesters goods, was as much thars as thar Masters and as ffree for them to take as it was to the Master, Likewise the Deponant Declareth yt at the same time he herd Greenfeild Larrabie Declare vnto Giles Silvester the words following saying, now Mr Giles Silvester now is the time for you to make your selfe of

what Goods Comes ashore of your Brothers Capt Nathaniell Silvester for now you are in a place wher I beleve your Brother Capt Nathaniell Silvester will not assist you or look after yov Any More And the Deponant doth likewise declare yt about supper time of the same Day yt ye ship was Cast away yt he yeard Capt. Nathaniell Silvester inquire againe of Greenfeild Larrabie, about his cabinett, at the loss of wch ye aforesaid Capt. Nathaniell Silvester semed to be much troubled, & after Capt Nathaniell Silvester had don speaking: greenfeild Larrabie sd vnto Capt Nathi Silvester sir pray have patience for I have Consented vnto the opening of your cabinett: with all seeing that what was taken out of it he would se it restored againe if you & ensn John Booth will take your oath of the vallew which was in the afor sd Cabinet like wise the Deponant Declareth yt ye severall writings which were in the cabinet, aftar being broken open ware thrown too & againe the rocks wher being torn in peeces & blown away by the violtn winds & further nott.

EAST HAMPTON April 1 1656.

BOOK 2, page 42.—Att a generall Court it is Ordered by vote yt Conserving the Case in Difference between ffulke Davis & John Hand Senior about John Hands Demanding part of ffulke Davis his share of whale as a priviledg belonging to him: it is Concluded vpon by the Court yt John Hand hath not any right to any part of ffulke Davis his share of whale.

BOOK 2, page 41.—It is ordered that Thomas Talmage shall have Two akers and an halfe of land next to Tho: Osburnes on the furthest East plaine.

BOOK 2, page 42.—It is Ordered that Meantaucutt Sacham shalbe sent for and his assotiates that sould vs our Land to

give vs possession of that which thay have sold vnto vs & to sett vp the bounds.

It is Ordered that Josua Garlick shall have an aker of Land adioyning his Home Lott in Leiu of an aker of Land that he is to have in his addition.

It is Ordered that Ananias Concline shall have 6 akers of Land on the Easterne plaines adioyning to Beniam Prices Lott and in Consideracon of this Land Ananias Concline gives vp 6 akers of his Woodland near the Little plaines.

It is Ordered that Thomas Osbourne shall have 2 akers of Land adioyning to Ananias Conclines Land on the Easterne plaines provided that he gives vp 2 akers of Land on his Second Devisiion.

BOOK 2, page 47.—This Indenture made the eight Day of May in the yeare one thousand Six hundred fiftie & six betwene John Booth late of Shelter Iland formerly called Menhansack gent of the one part and Captaine Nathaniell Silvester of the same of the other part Witnesseth that Whereas James ffaret Esqr Deputie for the Right honorable Willm Earle of starling was by purchase from Unkenchie Sachem of pammanuck & the said Menhansack possest of Menhansack aforesaid beinge a member of Long Iland called pammanack as aforesaid or lying nere vnto the same as by a deede of bargain & sale from the said sachem Reference being thereunto had more largely doth & may appeare: And whereas the said James ffarrest by deede under hand & seale bearing date the eighteenth of May one Thousand six hundred ffortie & one for the considerations therein expressed conveyed unto Stephen Goodyeare of Newhaven Merchant his heires & assignes for ever the aforesaid Iland of Menhansack wth all the Rivers woods vplands meadowes harbours & creeks & all other the apptening rights liberties & conveniencies whatsoever thereunto in any wise belonging & appertayninge wth all that

right title & interest wch the said Willm Earle of Starlinge his heires or assigns or the said James fforrett & his heires or assigns then did or at any time from thenceforth should clayme vs demand together wth the aforesaid originall grant as by the last menconed & recited grant relacon thereunto beinge had more fully may appeare And whereas alsoe the said Stephen Goodyeare by his bill of sale from Roberd Carmand did stand seised of one Iland comonly called by the name of Roberts Iland scituate lyinge neere Menhansack Iland afore said hee the said Robert carmeand haveinge formerly purchased the same of Iyonanam Sachem of pammanack aforesaid.

The said Stephen Goodyeare by his deede poll bearinge Date the Nynth day of June one Thousand six hundred fiftie & one for the consideracons therein expressed did sell convey & make over all his estate right title & interest of in & to both the said Ilands together wth all rights liberties ymunities & priviledges belonging or in any wise appurteinige to them or either of them & their & either of their appurtunce vnto Captaine Thomas Middleton Thomas Rous Constant Silvester gents, & the said Nathaniell Silvester and their heires & assigns for ever as by the last menconed grant more fully may Appeare and whereas Yoko Sachem of the said Menhansack formerly called Unkenchie Actoncocween Captaine Yowconogus Sonquoequahesick some of his cheife men by their deede bearinge Date the seaven & twent.eth Day of December one Thousand six hundred fiftie & two for such consideracon as therein is expressed Did alien assigne bargaine & sell vnto the said Thomas Middleton Thomas Rous Constant Silvester & Nathaniell Silvester & their heires & assigns for ever All that their Ilands of Ahaquazuwamuck otherwise called Menhansack with all the rivers woods uplands meadows harbours & creeks with all other apptenneg rights liberties BOOK 2, page 48.] and conveniences whatsoever thereunto in

any wise belonginge & appurteyninge as by the same deede last mentioned may appeare. And whereas the said Thomas Middleton for valuable consideracon purchased of the said Thomas Rous all his fowerth part in & throughout bothe the said Ilands & ioynt stock therevppon for & to the use of the abovesaid John Booth & his heires & Assigns for ever by virtue whereof hee the said John Booth became legally possess of the same, hee the said John Booth for & in consideracon of the some of Seaven hundred poundes sterlinge before the scaleinge & delivir hereof in hand payd by the said Nathaniell Silvester to the said John Booth to full satisfaction accordinge to agreement in that behalfe hath granted bargainod & sold & by these pnts Doth fully & absolutely grant bargaine & sell unto the said Nathaniell Silvester & his heires & assignes All his estate right tyle interest clayme & Demand whatsoever of in & to one intire fowerth part of the said Ilands soe bargainod & sold as abovesaid & all the Dwellinge houses barne out-houses ffences Orchard yards gardens earable land meadowes marches, harbours creeks woods underwoods comons & comon of pasture proffitts priviledges ymnities advantages & easemts wth theire & every of their appurtennces & stock of cattle in & vpon the said Menhansack y thence called Shelter Iland as abovesaid in as large & ample manner to all intents & Book 2, page 48.] purpose as hee said John Booth mought or ought to have inioyed the same as if these p'nts had not beene thereof had or made To have & to hold the said intire fowerth part of both the said Iland stock of cattle & all other thabove granted premises with theire & every of their appurtennces unto the said Nathaniell Silvester his heires & assignes To the only proper use & behoofe of him the said Nathaniell Silvester & of his heires & assignes for ever. And he the said John Booth for himselfe his heires executors administrators & for every of them doth covenant promise grant & agree to & wth the said Nathaniell Silvester his heires & assignes & to &

with every of them by these p'uts in manner & form followinge That is to say That hee the said John Booth his heires executors & administrators shall & will warrant all & singuler the prmises above spesified wth theire & every of theire appentntnes unto the said Nathaniell Silvester his heires & assignes against him the said John Booth & his heires & assignes & all & every other person & persons whotsoever now haveing or wch at any time hereafter shall or may have or clayme any lawfull estate right tytle or interest by from or under him them or any of them his heires or any of their estate or tytle. And finally that hee the said John Booth & his heires & assignes shall & will at any time hereafter within the space of Seaven yeares next ensuinge the Date hereof att the proper cost & charge of him the said Nathaniell Silvester his heires & assignes Requiringe further assurance ratifie & confirme such legall conveyance under his or their hands & seales when provided and Demanded as aforesaid beinge comprised within the warrantie herein specified. In witness whereof the parties first above named have hereunto interchangeably sett their hands & seales the Day and yeare first above written.

JOHN BOOTH.

Sealed subscribed and Delivered in the prsence of

GILES SILVISTER DAVID GARDINER

THOMAS MAPS GEORGE V MILLER his Marke

EAST HAMPTON May 12th 1656.

Book 2, page 78.—Memorandum that I Josiah Stanborough of Southampton Doe by thies presents: Discharge Robert Bond of Easthampton from all bills bond and Obligations ffrom the begineng of the World to the Date hereof: In pticuler ffrom a bill of 12£: pvided that Robert Bond Deliver 2 barrells of

pork within 15 Days after the Date hereof vpon Demand, by me Luke Lillie Secritary.

JO: STANBOROUGH.

AUGUST the 21th 1656.

Book 2, page 42.—It is ordered yt the order in Conecte-cote laws for paying of rates shall stand in force among us.

OCTOBER 7 1656.

It is ordered yt whosoever beinge chosen Cunstabell or Secratary and shall refuse to serve and not give a sufficient reason shall pay 30s : and if any that is Chosen Townsman and refuse without a sufficient reson shall pay 40s.

Thomas Talmage is Chosen Secretary for this ensuinge yeare. Richard Stratton is chosen Constable for this present yeer. Lion Gardiner John Mulford & Robert Bond are chosen townsmen for the present yeere.

NOVEMBER 8th 1656.

Book 2, page 43.—It is ordered that conserning mens giving in their states for the rates that whosoever shall not give in their whole estates that is visible what ever is not given in acordinge to order the ptie soe Doeing shall lose the one halfe of those goods not given in for the Rate.—[Crossed in original.]

It is allsoe ordered yt all Depositions that are given shalbe Recorded in the towne booke & the Secretarie is to have what the townsmen shall thinke meet for Doeing of it.

Book 2, page 168.—Steven hedges Declareth yt he beinge at Georgica a keping goates & hearing some bodie a Driveinge cattell es he suposed he went to see who it was & find-

inge there Thomas Burnet a Driveing cattell & steven hedges seing at first sight of him one pied reded heifer wch he knew to be goodman Meachems & when he came nere to him he saw one red cow more of Goodman Merchems & yn coming among ym he saw 3 cowes more of his then steven hedges said unto Thomas Burnet these cattell are none of yors saith Thomas Burnet unto me take ym away wherevpon Richard Benet & I Did Drive those cattell before mentioned from him then there was one more black heifer wch was not willinge to be Driven along by & wch Thomas Burnet yn he asked me if I knew yt black heifer I tould him I did not yn saith he I think this is one of our townes cattell & soe he went to Drive her away wth the other cattell yt was before him but yn she would not goe wth him but came back from him to the other cattell yt I & Richard Benet had taken from him & yn I knew her to be Goodman Meachems by her eare marke & Richard Benet being wth steven hedges at the same time, affirmeth this to be a truth and allsoe they both Declare yt these cattell were unwillinge to be Driven by Thomas Burnet & yt he was forced to run from one side to the other to drive ym alonge.

NOVEMBER 24th 1656.

BOOK 2, page 43.—It is ordered that noe man shall let any ground to any Indian for to plant on vpon the penalltie of 2£ for everie acker it is allsoe ordered that noe wiggwams shall bee set vpp by any Indians whatsoever wth in our bounds without leave of the towne on the penalltie of payinge 2£ 10s & it is ordered that what ever Indian Doe set any trapps if he or they be found that setteth it shall pay the sum of 2£ 10s.

It is allsoe ordered that noe Indian shall travell vpp & Downe or carrie any burdens in or through our towne on the Sabbath Day & whoever bee found soe Doeing shall bee lia-

ble to corporall punishment acording vnto the nature of the offence

It is farther ordered that John Osborne have libertie to fence front & reare of the high way by his house lott & make Improvement of the same till the towne see cause to make use of it only to leave a ffoote way to passe to & fro to the easterne plaine.

BOOK 2, page 150.—A true coppie of the Deposition of Elizabeth Daiton taken before Lion Gardiner John Mullford & Roberd Bond Desember 3 1656.

This Depont Declareth yt conserninge the bargaine betweene John Copper & Mr Gosmore about the horses yt John Ccpper bought of the said Mr Gosmore yt Mr Gosmore was to have his choise to take 2 mares out of them & 2 mare coults & one 3 mare & one stone coult yerelinge & one horse called hobbie & the said John Copper was to have all the rest After Mr Gosmore hadd his choise & conserninge this Bargain there was a writinge made by Mr Gosmore & yt Mr Gosmore had it in kepinge & likewise This Depont saith yt John woodroff was to helpe to looke them vpp & farther the said Depont Testifieth yt John Copper was to pay to Mr Gosmore for these horses in pound bever at 10s pr pound.

DECEMBER 4th 1656.

It is ordered yt John Mullford shall have 5 acres of yt land yt was Goodman Davis in the old Easterne plaine and allsoe 5 acres of land yt was Goodman Simons.

It is allsoe ordered yt Goodman Edwards shall have one acre & a halfe of land yt was Goodman Davis next vnto Goodman Edwards lott vpon the ould easterne plaine. It is allsoe ordered yt Goodman Burdsill shall have one acre of land vpon the ould easterne plaine yt was Goodman Davis Joyninge vnto the land of Nathen Burdsill.

DESEMBER 4th 1656.

BOOK 2, page 42.—It is ordered yt 4 men shalbe chosen to the 3 townsmen for the caring & orderinge of towne afares according to an order made in the yere 1653 the 4 men is John hand Tho Tomsin Ben Price & Thomas Tallmage.

DESEMBER 8th 1656.

BOOK 2, page 43.—It ts ordered by the 7 men that for the payment of the towne rate wheate shalbe paid at 4s & 6d pr bushell Indian corne at 3s & 6d pr bushell.

JANUARIE 2th 56.

BOOK 2, page 150.—It is ordered yt whoever shall Disert his lot & leave the towne Destitut of an inhabitant by yt meanes he shall lose his part of whale.—[Crossed in original]

FEBRUARIE 4th 56.

BOOK 2, page 44.—It is ordered by the 7 men that noe man woman nor child shall plant any Indian Corne wthin 8 fote of any outsid fence nor set any stacks of corne or hay by any outside fence wthin the same compase above mentioned & whoever shall transgres this order shall forfeit the sum of 20s.

It is ordered by the 7 men yt noe man shall cut any bull or ram or bore without he or they Doe cut out both the stones & if any Doe transgres this order it shalbe lawfull for any man to kill any such creture soe found & is any such creture be now in the woods it shall be lawfull for any man to kill them within 2 wekes after the publishinge of the same.

FEBRUARIE 4 1656.

BOOK 2, page 43.—for the preserveinge of our houses from

fire in the use of meanes as much as we can it is therefore ordered by the 7 men yt there shalbe 2 men Appointed for to vew the chennys to see yt they be well Daubed & kept cleare by swepinge & once A month those 2 men are to goe about the towne and they are to have 2s a time for Doeinge of the same & if any mans chimney be not found suffisient by being well Daubed or sweeped those 2 men are to Apoynt them a time for the mending of the same & if any man shall neclect to Doe it by the same time he shall paie 1s for everie Daies neclect the 2 men are Mr Gardiner & Goodman Concline and alsoe if any man shall goe to build a new house or repaire the timber of a ould chimney that then they shall make catted chimneys vppon the penaltie of payinge of 20s for the Defect of the same the 2 men are to loke to the houses the first weke in the month.

FEBRUARIE 12th 1656.

BOOK 2, page 45.—It is Agreed by A maior voate of the towne that Thomas Baker shall 20s for all pretended Debts ether that he carted for the myll of fittinge materialls for cartinge of stuff for the myll.

It is ordered yt whosoever shall rise vp as a falce witnes against any man to testifie yt which is wrong, ther shalbe Done to him as he had thought to have done unto his neigboure whether it be to the taking away of life limb or goods.

It is ordered yt whosoever shall rise vp in anger against his neigboure and strike him he shall forthwith pay ten shillings to ye towne and stand to the Censure of the Court and if in smiting he shall hurt or wound another he shall pay for the cure and also for his time that he is thereby hindered.

It is ordered yt if any man shall fell any trees in the comon that he shall either boult it or square it within six

months after the trees are feld or els it shall be free for any man yt will to take it away except it be pines.

It is ordered yt whosoever shall slander any they shall be lyable to pay a fine to ye vallue of 5 pounds if the men in authoritie see meete or any sum vnder yt they see good to Inflict but not above.

Book 2, page 49.—Articles of agreement had made Concluded & agreed on the twentieth Day of february one thousand six hundred fiftie & six betwene Captaine Nathaniell Silvester of Shelter Iland on the one part and Mr John Booth of Southould of the other part as followeth (viz

Imprimis the said Nathaniell Silvester Doth Discharge ye said John Booth his heire executors & administrators of all Disbursements and Charges Whatsoever made by ye said Nathaniell Silvester and Mr Constant Silvester of Barbados toward ye said John Booths 1 qter part formerly had of Shelter Iland.

Item ye said Nathaniell Silvester is to Discharge ye above said John Booth his heires executors and administrators of the states Debt left by him unsatisfied at his comeinge from Barbados for prise goods bought of ye Commissioners allwaies provided ye said Debt exceed not ye sum of eighteene thousand pound of sugar.

Item ye said Nathaniell Silvester is to give the said John Booth possession of one halfe part of Roberts Iland for him his wife and Childs life time and to that end to give him ye said John Booth a firme bill of sale for the one halfe of the said Iland. But in case ye said John Booth remove from Longe Iland yn ye said halfe part of ye Iland aforesaid to be surrendered vpp to ye said Nathaniell Silvester his heires executore & administrators hee or they payinge twentie five pound to the said John Booth his heires executors and administrators & likewise pay for the Improvemt of the said land whether by husbandry or any other waies bettered since ye said John

Booth had first possession of it as it shalbe Judged by Indifferent men of each side chosen and in case ye cannot agree then a fift man to be chosen by the parties above mentioned.

Book 2, page 50.—And in case the said John Booth see cause to Remove to long Iland againe then the said Nathaniel Silvester to Deliver vpp to the said John Booth the aforesaid halfe part of Roberts Iland provided the said John Booth pay to ye said Nath: Silvester whatsoever he Received of the said Nath: Silvester at his leaveinge the said Iland & what other charge ye said Nath: Silvester shall lay out for the Improvement of ye same as it shall be Judged by sufficient Indifferent men of each side chosen as abovesaid.

Item the said Nath Silvester ingageth for himselfe his heires executors and administrators that the said John Booth shall not be troubled molested or pestered with any cattle whatsoever of Mr Constant Silvester or himselfe for his or their part of the said Iland and further the said Nath Silvester ingageth that the said John Booth shall not bee molested or troubled by ye said Mr Constant Silvester or himselfe in matter of trade whatsoever but to remaine wholly to ye said John Booth for twelve yeeres.

Item It is agreed that the said John Booth shall make over unto ye said Nath: Silvester his heires executors and administrators all whatsoever is Due him the said John Booth in Barbados from Mr Constant Silvester and all other Debt or Debts whatsoever Due to ye said John Booth in Barbados from all and every manner of person or persons whatsoever made from his first comeinge to Barbados till his Departure from thence in the shipp Swallow be it for Commodities sould there which were brought out of England or prise goods sold or otherwise either by himselfe or any other in his behalfe and to yt end to Impower the said Nath Silvester by a firme letter of attorney to Demand & receive for the said Nath Silvester his vse his heires executors and administrators all those Debts

above menconed be it by bill booke bond obligacon or any other way whatsoever.

Item The said John Booth is to give ye said Nath: Silvester an exact accompt of all Debts due unto him in Berbados to the best of his knowledge.

Item ye said John Booth Doth Discharge ye said Nath: Silvester his heires executors and administrators of all goods that ye said John Booth hath put into ye said Nath Silvesters hands to sell for him in New England or else where and ye produce made in the Iland of Navis or else where to bee for the said Nath: Silvester his use his heies executors and administrators for ever.

Item ye said John Booth Doth fully acquit and Discharge the said Nath: Silvester his heires executors and administrators of all goods whatsoever ye said John Booth brought out of England or was intrusted withall in any manner by any pson or psons whatsoever or any other demands of them in any kind whatsoever.

Book 2, page 51.—Item it is agreed that ye said John Booth shall not trouble nor mollest any Indian or Indiãns belonging to Shelter Iland yt shall come to Roberts Iland to fish for shells or Catch any other fish whatsoever about Roberts Iland but shall freely permit and quietly suffer the said: Indians to fish as above sd.

Item that ye said John Booth shall not put his share of Roberts Iland or any part or parts thereof vnder any governe-ment or Jurisdiction whatsoever either in New England or elsewhere without ye Consent & approbacon of the said Nath Silvester but ye said Iland and all and every part thereof to remayne free and enioy ye same priviledges that Shelter Iland Doth as hitherto it hath Done since bought of Mr Stephen Goodyeare. And lastly we ye abovesaid Nathaniell Silvester and John Booth Doe faithfully promise each to other their heires executors and administrators to performe ye abovesaid

articles of agreement without fraud or loven and to yt end wee abovesaid doe agree that these said articles bee forth with spedily recorded in the towne of Easthampton vppon leave there granted—

In witnes whereof wee abovesaid have interchangeably set to our hand and seales ye Day and yeare first above written.

NATHANIELL SILVESTER,
JOHN BOOTH.

Signed and sealed in
ye presence of
francis Brinley,
Lion Gardener,
Thomas Tallmage.

BOOK 2, page 51.—Know all men by these presents that I John Booth of Southould have remised released and quit-claimed for ever and by these presents Doe for me my executors administrators and Assignes remise release and for ever quit claime vnto Capt Nathaniell Silvester of Shelter Iland his Executors Administrators and Assignes all and all manner of actions and suites cause and causes of Actions and suits bills bonds writings and Accompts Debts Duties reckonings sum & sums of money controversies Judgments Executions and Demands whatsoever wch I ye said John Booth ever had or wch my Executors Administrators and assignes or any of vs in time to come can or may have to for or against the said Capt Nathaniell Silvester his Executors Administrators or Assignes for or by reason of any matter cause or thinge Whatsoever from the beginnunge of the World vntill the Day of the Date hereof.

Witnes my hand and seale ye 20th of februe 1656. This

writing in cludes not any thing of any matter wtsoever after ye sealing hereof.

JOHN BOOTH.

witnes herevnto

Lion Gardiner,
ffrancis Brinley,
Thomas Tallmage.

PAGE 52.—Know all men by these presents yt I John Booth of Southhould have reseived of Nathaniell Silvester of Shelter Iland ye full and iust sum of foure hundred pound sterlinge wech said sum of foure hundred pound is in full satisfaction of a bond given me ye said John Booth I say received ye 20th of februarie 1656.

JOHN BOOTH.

Witnes hereunto

ffrancis Brinley,
Thomas Tallmage.

if another Coppy be desired let this inserted be anexed to it

EASTHAMPTON April 7th 1657.

BOOK 2, page 44.—It is ordered yt whereas formerly there was by Agrement from an Act and order made amonge vs that one Generall Court should should be houlden the first 3 Day of Aprill it is vppon some consideracon ordered that for time to come this Court shalbe houlden the first 3 Day of March & the other court for election to stand as formerly wech is the first 3 Day of October.—[Crossed in original.]

it is agreed by the voate of the towne yt the bargaine yt Goodman Davis made wth Goodman Birdsall in selling of his land is annullified and not to stand.

PAGE 45.—May the 4th 1657. It is ordered yt Ananias Concline shall view the generall fences and whearsoever he

shall find any defect he shall give a chop on the raile and give notice to ye owner and whosoever doth not mend his fence within two days after he hath warening given shall pay 12d a day for everie length for every Day yt it remains unmended and shall pay all Damages that shall cum by yt fence and this order to be observed both winter and summer and to be a standing order, the hight of ye fence is to be 3 foot and 10 ynches and ye 3 lower railes not to be above 5 ynches asunder.—[Crossed.]

EASTHAMPTON May 28th 57.

BOOK 2, page 44.—It is ordered by the 7 men yt for the preventinge of contention about grinding yt mens corne shalbee ground acording as they bringe it as nere as may bee pvided yt noe man shall excede 3 bushells to bee ground at one time if others bee in want and allsoe yt the Millar shall have libertie to grind one bushell for any man if the myllar see cause soe to doe yt is to say if a man staud in need and want.

EASTHAMATON June 5th 1657.

for the preventinge of our common of beinge overlaid with cattell it is therefore ordered by the 7 men yt noe man what ever shall take any cattell of any mans neither Directly nor Indirectly vnles it bee myltch coves for his present comfort for mylk for his famyly or some oxen for his present comfort for labour & who ever shall transgres this law shalbe liable to paie 5s for the same.

LOOSE LEAF D.—These may Certifie all whome it may Concerne that myselfe beinge imployed by Mr Eaton & Mr Hopkins to buy for them and their asosiates a sertaine tract of land on Long Iland of the Sachems and their asosiates whose

land it was properly and by them sold to me for the abovesd : bounded as ffolloweth begininge at a percell of post and railes vpon hoggnecke wch post and railes the natives informed me was made formerly by Southampton men and soe to runne upon a strayght Line from sea to sea : North & South and from thence to the Easterne end of Napeake to the hie land of Mentaquit by virtue of wch purchase the Dutch were put by & prevented whoe intended to buy, the whole hogg necke by the English soe Caled but neither doe nor did I understand from the natives to my best Remembrance that Southampton bounds came farther Eastward than Mea Cokes. this is the truth as neere as I can remember.

pr mee THO: STANTON.

June 18th 1657.

A true Coppie pr mee

BEN: PRICE,

Recorder.

JULY 9 1657.

BOOK 2, page 157.—Att a towne meeting. It was concluded and agreed vpon that Mr James shall have his 50 lb by the year paid him in good merchadable pay as it will passe currant to the merchant.

SEPTEMBER 15 1657.

Charles barnes entreth an action of slander against Samuell Parsons Roger Smith and John wolle for speches yt that ye said Charls saith is to his Defamation and slander.

This Action having been herd and tried by the 3 men in Authoritie namly John Mulford Thomas Baker and John Hand and we find for the plaintife three pounds each of the 3 Defendants 20s apeece to be paid forthwith and all charge

about the triall of ye action. the entring of ye action 2s warants for 7 persons 4s 2d for the trial 4s 6d³

BOOK 2, page 175.—A true Inventory of the goods and Estate of Annanias Conkline taken this 5th Day of October 1657.

Imprimis. one Dwellinge house and one and twenty ackers of land. Item 2 coves : 3 workinge oxen : 2 yearlings and one calfe. Item 4 goates : 7 swine. Item about 3 ackers of wheate and about 2 ackers of Indian corne and one acker of pease wheat & selfe at the whom lott. Item 2 bedds & 2 bouldsters & one Rugg, 2 Iron pots & one paier of pott hookes & one brasse kittle one brasse candelsticke 2 pewter dishes, one pewter pott & one pewter salt seller one Dripping pan
Item 3 wooden bowles & 2 barrels one poundeinge tubb one churme one lininge wheele one chest one knedinge trough. Item one payer of Cobbirons one spit one payer of tonnys and one payer of hackes & one iron chaine & hookes for a yoke. Item one sithe & 2 gunes & one felling axe & one paier of forke tines and one payer of woll cardes. Item one carte & wheeles and one stone hamer. Item 6 loades and a halfe of hay. The whole amounted to _____ praised by Mr Robert Bond & William Mulford.

EASTHAMPTON October 6th 1657.

BOOK 2, page 148.—At a Generall Court houlden October 6th 57 it is ordered that The Court of Election shall for future time be houlden The 4 third Day of the month October.

It is ordered yt Richard Brookes shall looke to the pound & to have 1d a beast for every one that is lockt in.

OCTOBER 6th 1657.

BOOK 2, page 148 —John Mulford Thomas Baker & John

Hand are chosen townesmen for execution of lawes and orders amonge vs & Thomas Tallmage chosen Secretarie & William Mullford chosen Constable for this ensueinge yere.

Charles Barnes have a 13 acre lott given him without meadow given him by this Court the Day & yere above writen.

EASTHAMPTON No 2th 1657.

Book 2, page 14S.—William Hedges is by Joynt Consent of the Inhabitants of the towne frede from payeing of Rates in respect of his owne pson he beinge infirme in his bodie by reson of some weaknes this act and fredome beinge according to an order established amonge vs.

for The prevention of Disorder in Courts or meetinges of the Towne by ppounding many thinges wch may tend to confusion in yt kind it is agreed by this Court yt noe man shall ppound any matter vnto the towne himselfe but shall make knowne his case vnto one of the townsmen yt soe by them it may bee Orderly ppounded vnto the towne & if not soe brought in accordinge to this order his case is to be cast out & not Regarded.

Goodman Chatfeild is chosen overseer of the high waies of this towne to looke to them & call forth men & Appoynt them for to mend the wayes yt are Defective accordinge to an order.

It is farther ordered yt Tho Chatfeild is chosen to vew the fences yt they be kept sufisient accordinge to law & he is to view every last weke in the month beginninge the last weeke in februarie next ensueinge & soe to hould on till the last weeke in October & to have for his paines as Goodman Conkline hadd.

It is farther ordered yt the litle plaine shalbe at libertie to turne in cattell the 2 tuesday in October & the next plain to be cleare a weeke after & the Esterne plaine to be clear yt cattell may goe in a weeke after yt.

Book 2, page 147.—Josiah Stanborou plaintiff have entred an action of the Case against John Hand Defendant.

No 7th 1657.

Book 2, page 140.—Roberd Bond is Appoynted to cause men to goe forth to loke for whales for this present yeere.

EAST HAMPTON No 13th 1657.

Book 2, page 46.—A true Coppie of the Deposition of Tho Baker.

This Depont testifieth yt to his knowledgè his father in law Ralph Daiton had a coulte come of his mare wch had white feete & white about the face & walle eyes the most part of his couler beinge a light sorrell wch coulte he put in my whome lott to kepe sum time to weane: afterward I saw such A coulte in the pound wth both his eares cropt allsoe I saw him severall times and had it not bene yt he had another eare marke yn my fathers I should have tooke him to bee my fathers & I should have taken my oath yt it was his & Goodman foster came to our towne on him and I looked on his eares and it made me further to thinke it was my fathers horse.

pr me THO: TALLMAGE Sec.

A true Coppie of The Deposition of Joshuah Garlike.

This Depont Declareth yt there was a horse in Arther howells lot at the time when ould Mrs howell & John howells wife was att this towne this I Doe Testifie yt soe far as a man is able to know one beast from another yt that horse was Goodman Daitons horse for I saw him wth Goodman Daitons man when he did suck and alsoe after the mare was dead I saw him in Goodman Daitons yard & farther this Depont saith not.

pr me THO TALLMAGE Sec.

NOVEMBER 26 1657.

Book 2, page 52 — A true Coppie. John Hand beinge required Testifie yt I have sumtime heard my Brother Stanborough say yt Captaine Tappinge was to have all the land lieinge on ye out side of ye fence yt was as I vnderstode yt lay Eastward from his land soe far as ye land was laid out and purchast by either of ym & he to have all on ye other side by wch of ym soever it was purchast I have herd my brother as I remember speke as though the Captaine were slack to pay him for a parsell of ground wch he had but after some space of time I heard though I cannot certainly say by whom yt ye Captaine had offered him pay & he would not receive it thereupon as I had opertunitie I asked him whie he did not receive his paie & put an end to the difference & his Answere was yt he expected to have ye land of ye Captaine yt was purchast of Mr smith wch he might have ye difference should bee ended this soe far as I remember is ye substance of wt I have here spoken though peradventer not ye verie words nor all yt I have heard only as I remember I heard my brother speake of a high way he was to have through the Captaines ground wch he had not. this taken before.

NOVEMBER 26 1657.

Also the wife of John hand deposed testifieth yt she heard her brother stanborough say yt he had sould ye Captaine Tappinge certaine land yt was Inclosed in his feild touching wch he Complained yt he could not get his paie alsoe afterward I heard him say yt ye Captaine & his sonn came & tould him yt he had brought him his money but he said he did not see ye money but sumthinge in a cloth wch he knew not but it might be wompam but he did not loke at yt to be a tm fish. she alsoe saith yt she heard him speake of a high tm Chatfeilds lot was to have through the Captains ground alsoe tm the same time . vp and deponent

him say yt ye Captaine would have had him to take beefe but he did not like it at his price a true Coppie taken before

John Hand Junior Testifieth wt is next above writen & alsoe yt his vncle Stanborough had received 10s of Mrs Tappinge & yt ye Captaine owed him 55s all wch he the said John hand vnderstoode to bee the full price of the land. A true Coppie taken before

Charles Barnes Testifieth yt hee heard Mr Stanborough speake of 10s yt hee had received of Mrs Tappinge as part of the pay for ye land & yt there was more brought him but he did not looke at it as a tender, wch money hee vnderstoode to be for the land yt Mr Stanborough said he sould Captaine Tappinge. A true Coppie taken before

Book 2, page 175.—An agreement made the 27th of November 1657 betwene Mr Thomas Baker and Mr John Mulford and John Hand wth the Consent of the Church the one party and Jeremyar Concklin the Administrator of Annanias Concklin Deceased the other party in the behalfe of hester Concklin the Daughter of the sd Annanias Deceased as ffolloweth that is to say that he the sd Jeremye Concklin should have 10£ out of her portion beinge 30£ she beinge younge for bringinge vp the sd Hester one yeare and an halfe and the rest of her portion to be in 4 cowes and beinge put out to the halfes, he to have the increase in case they did stand and if they did not then to alow that wch is reasonabell out of the principall for her bringinge vp till she were eight yeares old.

Book 2, page 174.—Jeremiah his portion 2 oxen 18£ and he received for Hesters portion as ffolloweth

Imprinis one beed & boulster It 2 Iron potts It 1 payer of pott hookes It 1 brasse cettell It 1 brasse candelsticke It 2 pewter platters It 1 pewter pott It 1 pewter saltseler It 3 saw hm bowells It 1 chorne It 1 paier of cobirons & spit It 1 saith not. > barrell It 4 cowes 20£ in all for Hesters por-

Book 2, page 46.—The testimony of Robert Daiton.

This Depont Testifieth that his father Ralfe Dayton had A Coult yt came of his mare yt hee had at Easthampton the Coult had a white face four white feete one not soe much whit as the rest I think it is the nere fore fote and walle eyes I held him when my father eare marked him a erop on the neare eare and two slitts on the far eare The slits were deeper yn hee cutt his other horses, and I saw this horse yt now Goodman ffoster hath and yt now is in Controversie: severall times and Could not Judge noe other but it was my fathers and had taken him vp for my fathers had it not beene but hee had severall eare marks my fathers Coult I haltered him and laid things on his back to tame him when hee was younge. taken Before vs John Mullford Thomas Baker. Novemb 30 1657.

A true Copie pr me THOMAS TALLMAGE Sec.

DECEMBER 26 1657.

BOOK 2, page 140.—Steven Hand deposed testifieth yt as he went to Gorgica a fishing he saw Goodman Davises Hogs in Mr James his lot and hollowed and they ran away and as thay came home in the morning he and those that were with him saw the hogs at Thomas Chatfeilds lot or there abouts verie neere to Richard Brooks his lot and this was about the time yt Goodman brooks his Corne was rooted vp soe he saith yt ye next day or the next but one Goodwife brooks came to him where he was at plow and said yt her corne was rooted vp.

Beniamine Conkline deposed testifieth as he came home from Gorgica with Steven Hand and Isaak Hedges from fishing he saw goodman Davises hogs at thomas Chatfeilds lot which is next to goodman Brooks his lot at the same time when Goodman brooks his corne was rooted vp and deponent

saith yt he went againe afterward and hunted them out and they swom over into gorgica neck and the same day being at worke on the plaine one of goodman davises boyes came to him and and he tould the boy of ye hogs but he would not looke after them for he said he camē about other busines.

thes Depositions wer taken before vs John Mulford & John Hand.

JANUARIE the first 1657.

BOOK 2, page 78.—It is ordered yt John Osburne is to have the high way Adioyninge to his house lott for to make vse of it for the space of 6 yeeres only he is to leave A foote way for people to pass to & fro for to goe into the neck & soe to the plaine as they have ocasion but if the myll should bee Removed to the Easterne plaine before 4 yeers be expired then the said John Osborne is to have allowance for what charge he have bene at in Respect of his not enjoyinge of that land for the space of 4 yeere.

JANUARIE 5th 1657.

BOOK 2, page 2.—The true Intent of the former order concerning swine & other cattell Doeing hurt in corne is this yt the swine or other cattell beinge found in the corne they shalbe liable to bee pounded & those yt have hurt Done have libertie to Recover their loss of those yt are owners of the cattell & those yt owneth the cattell have libertie to Recover their loss of such psons yt owneth the fence where the cattell came in being found not suffisient acording to law: & it is farther ordered that the ptie that have hurt Done by any cattell in his corne he shall have libertie to chuse one man to veiw the Dammage & the ptie yt owneth the cattell trespassing shall chuse another man to Judge what hurt is Done & if

the tresspasing ptie Refuseth to chuse one ptie acording to this order yn the ptie tresspased have libertie to take 2 men to veiw his Damage & the tresspasinge ptie shall pay what ever those pties shall Judge meete.

BOOK 2, page 154.—Willm Edwards & Willm Barnes hath entred an action of Tresspas vppon the case against Thomas Tomsin to bee tried Januarie 8th 1657.

The verditt of the Jurie in the case betwene Willm Edwards & Willm Barnes plaintiff & Thomas Tomsin Defendant The Jurie fines for the plaintiff 20 bushell Indian corne & the Court charges.

The names vnder writen are added vnto our Combination William Hedges John Miller Jeremiah Vale Roberd Deighton George Miller John Kirtland Roger R Smiths marke Nathanel foster Stephen S Hands marke Andrew Miller Stephen 2 Osburnes marke Richard Shaw.—[Jeremiah Vale and John Kirtland are crossed in original. Signatures.)

EAST HAMPTON Januarie 8 1667.

BOOK 2, page 79.—John Wooley plaintiff have entred an action vppon the case for Defamation against the wife of John Hand Defendant.

The verdict of the Jurie is they fine for the plaintiff 10s Dammage & Court charges.

The Depositions for the plaintiff in the case before mentioned taken in the Court before John Mullford & Thomas Baker the Day & yeere above writen

Goodwif Garlike Declareth yt Goodwife Hand tould her yt John Wolley mocked or Jeared Mrs Gardiner & yt John Wolley tould it to Mary Miller.

Goodwife vaile Testifieth yt which Goodwife Garlik Doth

as she remembreth & yt she replied take noe heede to him for he will mock his ffreind in a merry way.

John Osborne Declareth yt Goodwife Hand said yt John wolley lookt over Arther howells shoulder when Mrs Gardiner spoke & Did after this maner bow wou & Rebeca Osborne testifieth the same vppon oth wth John Osborne.

Goodwife Simons Doth Declare yt she was sure yt John Wolley was not in the rome when Mrs Gardiner spake to Mary & Arther about pomkin porrage neither Did he make mouths there for she did not see him nor heare him.

Arther howell Testifieth yt John Wolley was not in the rome when his mother spake about the pomkin porrage & yt hee Did not see any such carriage at any time: hee farther Declareth yt John Woley Did come to the Dore in the entry & called to us to goe wth him after yt my mother had reprov-
ed us about eating the pomkin porrage & at yt time Did not come into the rome: After yt mary & I had brought the corne into the chamber John Wolley & Arther came both into the parlour & lighted their pipes & after yt they had smoked
Book 2, page 81.] it A while John Wolley went into the other rome & after yt he had bene out a while Arther went to eate wth mary the pomkin porrage: & yt Arthers mother Did reprove him & mary for eatinge the pomkin porrage John being in the other rome at yt time when she did reprove vs A while after yt she had reprov-
ed us: John cometh into the entry to the parlour Dore & called to vs to goe wth him & wee went wth him & at yt time hee Did not come into yt rome:

pr me THOMAS TALLMAGE Sec.

The Defendant testimoney in the case formerly mentioned between John Wolley plt & the wife of John Hand Defendant.

Charles Barne Declareth yt hee heard John wolley say in his father hands house yt hee came into yt rome to light his pipe where Mrs Gardiner & they were Discoursinge about the pomkin porrage.

John Hand Junior Deposed Declareth yt in Indian harvest time he was abroad one time wth Richard Bennet & hee heard Richard say that John Wolley did mock Mrs. Gardiner when she was scoulding or talking thicke wth making A noise wth his mouth.

BOOK 2, page 80.—Thomas Chatfeild Deposed Declareth yt John Wolley came to call Arther howell either to the entry or to the Dore.

pr me THOMAS TALLMAGE Sec.

BOOK 2, page 174.—Know all men by these presents yt I George Miller of Easthampton being Deputed by the authority of the towne instead of Jeremyah Conklin to be administrator of the estate of my father in law Annanias Conklin Deceased doe by these prsence bind myselfe my heyers executors Administrators or assignes in the penall sume of sixty pounds well & truly to pay & discharge all ye Debts & legacies of my deceased father in law in convenient tyme and at such tymes as followeth and as are here prscribed, viz all the Debts forth wth to be satisfied & paid; And for ye legacies my brother Jeremiah haveinge his part already paid him, I doe firmly bind as above sd to pay to Cornelius Conklin the full sum of five pounds eighteene shillings and sixe pence vpon the first Day of febr: in the yeare 1658: at or in my now dwelling house and to Beniamine Conklin 5£ 18s 6d vpon the first of febr: 1659: both these beinge the sonnes of Ananias Deceased. And further I bind my selfe to pay to John Rose five shillings forth wth, and to Thomas Rose twenty and fower

shillings and 24s apeece to Samuell Rose Mary Rose & Jonathan Rose, but I George doe firmly promise and ingage yt if I have soe many lambs that I will then pay each of the fower last menconed a good ewe lamb upon the 29th of September weh shalbe in the yeare of our Lord Christ 1660: further to pay to my wife beinge the Daughter of Ananias Deceaeed five shillings upon the true & well performance of all & every of the prmises this obligacon to be voyd & of none effect els to stand & remaine in full power forceand virtue witnesse my hand this 29th of January 1657. The above sd George Miller doth pmise that if there shall att any tyme hereafter apere any more debts to be paid yt then the Administrator shall deduct it of from the sevrall legacies to Jonathan Rose beside what is above menconed as also the Charge of the authority about this case witnesse my hand.

signed and Delivered

in the prsence of vs

John Miller,

the marke of I Jane Mulford.

Book 2, page 173.—The particulers yt George Miller Did administer on

Imprimis one house ane ond and twenty ackers of land It three ackers of wheat and two ackers of Corne It one acker of wheat pease and selfe in the hme lott It one oxe Three yearlings one Calfe and fflower gotts It one bed and bolster & Rugg & one Dripping pan It two barreles & one powdering tub It one linnen wheele one cheire one kneedinge trough It one pair of tongs and hokes one chaine and yokes hookes It one paier of woll cards and Sixe load and a halfe of hay It one younge steere.

Book 2, page 157.—A true Coppie of the Testimony of

Barnard Collins & Thomas Osborne taken before John Mullford & John Hand februarie the 9 57 at Easthampton.

This Deponants Declareth yt he being present wth Henrie Peirson and Arther howell when they were talking about a Coult in Difference betwen Henrie Person and Richard Howell yt he herd Henrie Peirson ask arther howell whether he Did not say yt his brothers Coult was a black Coult as black as Jeat & Arther answered yt he Denied it but I said it was a black Coult & soe it was further I heard Henrie peirson ask arther Howell whether it were a horse Coult or a mare Coult & arther said he Could not tell. Thomas Osborne Deposed testifieth the same wch Barnard Collins have as abovesaid

taken by me THOMAS TALLMAGE Sec.

Book 2, page 52.—Easthampton A true Coppie of The testimoney of Thomas Baker & John Mullford februarie 16th 1657.

Thease Deponts Declareth yt there beinge Discourse betwene Josiah Stanborow and John Hand about some obligation yt Mr Stonborow had wch he presented to John Hand Desired him yt hee would owne it as his owne act wch John Hand said it was possible it myght be his but it beinge soe long out of his owne hand hee could not tell but hee did thinke it myght bee his and Mr Stanborow Requiringe of John Hand to have the obligation Recorded in our Towne his Answer was hee neither could nor would hinder him, and farther John Hand said yt if that wrightinge were burnt hee would give him what securitie Reasonable men would thinke meete. Thease Depositions taken vppon oath each before other beinge both in Authoritie.

JOHN MULLFORD &
THOMAS BAKER.

pr me Thomas Tallmage Sec.

EASTHAMPTON februarie: 18th 57.

Book 2, page 54.—Mary Barnes Deposed Declareth yt one Day when Mr Wells and Goodman Peck of New haven came about the busines of the land Mr Josiah Stanborow came to my fathers house and said that there was a messenger from the lord protector come that would make him set his hand to the writinge my father said he would not vntill he had reseived the rest of the pay and the aforesaid Josiah Stanborow answered yt himselfe had a better part to come but yet he must set his hand to it and though you have thirtie pound I have more and yet I Dare Doe noe other it would bee a very Dishonest part if I should not.

Taken vppon oath before vs

JOHN MULLFORD
THOMAS BAKER.

An action entred the 18 of februarie: 57 betwene John Hand plaintiff & Josiah Stanborow Defendant in an Action of the Case vppon Demand.

The verdict of the Jurie in the action or case before mentioned is they fine for the plaintife 2d damage and the Court charges: yt Mr Stanborow is to put John Hand into the same state whereby he may Recover what is yet Due to him if any bee as he was before Mr Stanborow was made his Attureny.

The plaintiff Declareth yt he haveinge formerly Employed Josiah Stanborow to be his true and lawfull Attorney for the sale of A certaine Interest of land wch he had in England and to give an Account thereof the plaintiff haveing now Demanded an Account he refuseth to Doe it and although he hath: Declared before witnes yt he hath Revoked his Aturnyshipp and will Act no more in the premises yet denieth him the writinges conserninge the premises nor yet soe much as Copies of them and allsoe threatneth to bereave him of what is

yet remaininge of the estate for which cause the plaintiff Doth at this time Appeale to this Court for Justice.

The Testimony of John Mulford and Thomas Backer given in Court februarie: 18 57

Thease Deponants Declareth yt at John Mulfords house haveinge some writinges shewed yt did conserne Mr Stanborow & John Hand Mr Stanborow was unwillinge yt John hand should have the writinges in his hands to make use of them yet he myght looke on ym in another mans hand but not to medle wth them because they should not be blotted nor obliterated nor any way Defaced: John Mulford farther declareth yt at his house Mr Stanborow and John hand was agreed to goe to Thomas Bakers house and have the writinges entred into the towne Books but when they came to Goodman Bakers house the matter was not pformed nor should not be Done for Mr Stanborow would not yeild unto it vnles John hand would owne those writinges to bee his: wch acception was not made at my house when they aggrede to goe to Goodman Bakers house to enter the writinges into the towne booke wch thinge is owned by Mr Stanborow in the Court.

Book 2, page 55.—John Mullford and Thomas Baker farther Declareth yt at night when they came to Thomas Bakers house Mr Stanborow said to John hand owne thease writinges one by one and subscribe ym & yn you shall have ym one by one and you shall have ym Coppied out & yn I will give saith Mr Stanborow you an Acccount for I have noe other Account to give you but what I have to give you to night & I will give you what Account I have to night if you will Doe as I have said.

Charles Barnes Deposed in Court Declareth after some Discourse about the writinges my father hand said how can I owne this yt have bene soe longe out of my hand vnles I myght have ym to puse Mr Stanborow Answered yt he should never have ym in his hand: vppon farther Discourse Mr Stan-

borow said he Did refuse any longer to bee his Atorney or acter in yt busines for him and yt he should get the Remainder if there were any himselve as well as he could for he would medle noe farther in it: And farther Mr Stanborow said hee did vnderstand yt he ye said John hand would goe into the qay very shortly but he would wayly him if hee would not come to a better Aggrement to owne thease Accounts yn hee would cut him of in Respect of yt money wch was or myght be behind all this Discourse was about yt bond wch John Mulford was to be Ingaged in.

John Coopp Deposed in Court Declareth yt John hand might not medle wth those writings yt were in Mr Stanborows kepinge at yt time alsoe Mr Stanborow did say yt hee would Revoke his Atorneyshipp & would not farther Act in the case & Mr Stanborow said yt John hand had Reseived 50£ and hee thought it was more yn he did Deserve and yt hee thought hee would or should have noe more and in Discourse Mr Stanborow did expres yt he had done to much for John hand Alreadie for he had nothings for his labour and Mr Stanborow did demand of John hand yt hee would owne yt Bond wch hee had there as his owne act & John hand said hee did not Denie it but hee did not nor could not beinge soe longe out of his hand say yt it was his: farther John hand or his wife should manifest as if there were 30£ Due to them in the bay and Mr Stanborow said hee Did not know yt there was A penie due to him To this last clause John Mullford & Charles Barnes afirmeth wth John Coopp.

Thomas Baker Afirmeth in Court yt at his house Mr Stanborow said he would send to the purchaser a marchant to prevent Goodman hand for Doeinge any thinge there but if his first sendinge Did not take place hee would send againe a second. John Mulford Declareth the same: yt was spoken in this consideration, if John hand would not owne this writing as his Act and Deede:

Charles Barnes Deposed in Court Declareth yt he beinge at Saggioponok at Mr Stanborows in the Springe time: at yt time Mr Stanborow did speak vnto my mother in law yt there was 30£ yet in the bay of theirs & asked her whie her husband did not fetch it or looke after it or words to that purpose.

pr me THOMAS TALLMAGE Sec.

Book 2, page 53.—A letter of Attorney bearing Date : 31th of October : 1649 subscribed wth his hand sealed with his seale: witnessed by Thomhs Talmage & William Mullford: John Hand owneth it: Mr Stanborow saith he have noe other

2ly A bond of A hundred pound sterlinge to pforme all such Acts and thinges as in the said bond is expressed to save the said Josiah Stanborow harmeles about the sale of land of John Hand at Stanstede in kent Dated the 24 of Aprill : 1650 subscribed wth his hand sealed wth his seale Wstnessed by Thomas Talmage & owned by John hand to be his ownc act.

3ly Memorandum I John Hand of Easthampton Do acknowledge to have received of my Brother Josiah Stanborough ye sum of 50£ toward or in part of payment of my part of the land at Stanstede wch he sould for mee to Bozine Allen at Boston: I say reseived: John Hand.

A true Coppie of A bill of Resicte pr me Thomas Tallmage Sec.

FEBRUARIE the 18 1657.

Memorandum yt I John hand Doe fully Acquit Josiah Stanberough for al Dues Debts and Demands whatsoever about Debts from the begininge of the world vnto this Day for any cause or reson whatsoever witnes my hand : John Hand

A true Coppie pr me THOMAS TALLMAG Sec.

Memorandum yt I Josiah Stanborough Doe by these presents fully acquit and Discharge John hand for all manner of Dues Debts and Demands whatsoever about Debts from the begining of the world vnto this Day for any cause or reson whatsoever witnes my hand: Josiah Stanborough

A true Coppie pr me THOMAS TALLMAGE Sec

Book 2, page 56.—Samuell parsons Deposed testifieth yt on ye last fourth Day was a senitō I goeing to Arther Howells house Arther howells wife sittinge by ye fire to my Apprehention she was well & in good health and I asked her how she did Doe and she said she thought she had gotten some cold wth leaving of an vnder waistcoate & puttinge a thirer on and she said her head aked, her husband not beinge in the house, I sate wth her a prettie while and did but Just step over to william Mullfords to chang a word wth Barnard Collins and cume spedily againe & yn she had bound A cloath vpon her head & complained more of it wherevppon her husband and willm Russill came in & she said to her husband love I am very ill of my head & feare I shall have ye feaver & soe sitinge together by the fire ye space of an houre still complaininge more & more she yn Desired to goe to bed her husband was at her to goe to bed before but she was not willinge for she said she feared she should not rest & soe her husband got her to bed & went to bed to her & she still complained more & more saying lord have mercy vpon me & soe iteratinge ye words again & again: she said freinds pray for me & she turned to her husband & said I pray god it may not be wth me as it was wth you wn you were at yor mother Howells & were senceles she said I pray god I may have my senses whereupon wee asked her if she would suckle ye child & she said yes soe I gave her the child & she said ah my pore child it pitties me more for thee yn for my selfe for if I bee ill

to be sure thou wilt be ill to soe haveinge Done sucklinge of it I tooke it from her and presently uppon it she tuned a psalme & screked out severall times together very grievously & uppon yt cried out a witch a witch: now you are come to torter me because I spoke 2 or 3 words against you & soe Iteratinge the expressions wth vehemencie: she said in ye morning you will cum fauninge wherevpon we were all afrighted at her being taken sudenly in soe strange a maner, I said to William Russell the lord be mercifull to her I wish all be well it is well if she bee not bewitcht but we all thought it best to goe for Mr Gardiner wherevpon he came Down and I tellinge him in what manner she was taken: when Mr Gardiner was there present she cried out in the same manner of a witch nameing noe boddy but being asked wt she Did se she said a black thinge at the bedds fete and stretching forth her hands used some expressions as if she would strike at it And being there again on ye last Day at night followinge she beinge yn soe sencles yt she knew noe boddie to my aprehesion goody Simons lay by her yt night & there was her husband & I & boose & we heard a noyse on ye side of ye bed as if sumthing had scratched very hard: ye candle being yn out I spedily lighted it & her husband & I looked to see if we could se any thinge but nothing we could Diserne Goody Simons beinge yn fast a sleepe & she alsoe to my Apprehensions: lying both of ym close together wth their hands Downe in ye bedd lying close together covered vpp, my seeing yt made me to marvell soe much the more at ye noise: William Russell Deposed testifieth yt same wch Samuel parsons hath testified after the time of her husbands and his coming in Arther Howell testifieth ye same wch William Russell and further yt after his father came: wn she was rageing against the witch she stroke uppon ye bed as if she had stroke at sumthinge & violently
Book 2, page 57.] striveing to get out of my armes I haveing her in my Armes kept her downe from gettinge away. Wil-

liam Russell farther Testifieth yt on the Sabbath Day in ye morninge before Day he heard a very Dolefull noyse on the back side of ye fire & hee asked Arther wt noyse yt was & he answered hee did not know but to the best of his Apprehensions hee thought ye noyse was like ye noyse of a great stone throwne Downe amonge a heape of stones, & kept a great rumblinge Arther howell testifieth this allsoe & both of ym say yt they were affrighted at the noyse: all the three Deponants testifie yt wu she sent for her father she said she was not willing yt her mother should know how she was taken: februarye ye 19th: 1657 Thease Depositions were taken before John Mullford & John Hand.—[Crossed in original.]

A true Coppie pr me THOMAS TALLMAGE

Secretarie.

Book B, page 51.—Articles of agreement firmly agreed & Concluded vpon this 23th of february in the yeare of our Lord 1657 betwene Lift: Lion Gardiner of Easthampton on Long Iland in new England the one party and Arther Howell sonne in law to the sd Lion Gardiner of Southampton on the Iland aforesd on the other ptie witnesseth.

Imprimis that for as much as it hath pleased Almighty god by his providence to take away by Death Elizabeth the Daughter of the abovesd Lion Gardiner and late wife of the above sd Arthur Howell whoe bare in her time of life one Daug..ter unto her aforesd husband, it is now therefore firmly agreed by these prsence that for the carefull and Comfortable bringinge up of the aforesd Child for the future good of the sd child that for the prsent the afore sd Arthur Howell father of the sd Child shall take the sole care and Charge thereof as in good reason a lovinge father ought to Doe from tyme to tyme to take care for her provision and educacon.

And for his furtherance & the better inablinge to the performance thereof, It is firmly agreed & by these prsence Covenanted and pmised by the afore sd Lion Gardiner that whereas he the sd Lion hath formerly given vnto the aforesd Arthur a portion wth his Daughter now Deceased that he the sd Arthur shall for ever quietly freely and peaceably Inioy all that parte of the aforesd portion wch is now in his possession namly tenn head of Cattell his house and lott and whatsoever is in the house and all things appertayninge to the sd house and lott: And further the aforesd Lion Gardiner out of his love and tender affection to the afore sd child he haveinge now now in his keepinge and possession all the cloathes wch were his Daughters Doth by these prsence firmly promise and ingage that all the afore sd Cloathes and what soever ells he hath in possession and keepinge that Did belong vnto his afore sd Daughter shall by him the sd Lion Gardiner and his assignes be carefully kept & prserved for his Deere grandchild untill shee shall Come to the age of fifteene yeares old, if the lord shalbe pleased to Continue her life soe long and then at the age of fifteene yeares to returne all the afore sd Cloathes wth the other things vnto his sd grandchild or to her father in her behalfe: But if god by his providence shalbe pleased to take away by death the afore sd child before the terme of fifteen yeares be expired then th afore sd Lion Gardiner Doth by these prsence covenant that the said Arthur Howell his sonneinlaw shall have well & truly payd him the full sum of five and Twenty pound Sterlinge in good and Currant pay; and in case it soe fall out that then the said Lift: Lion Gardiner shall keep and improve all the fore sd cloathes and all the other things wch hee hath in his Custody and keepinge of his aforesd Daughters to the use of him his heyres and assignes for ever, and for the payment of the fore sd fine and Twenty pound wch is to be payd in case the Child Die before the age of fifteene yeares the foresd Lion Gardiner Doth Covenant and engage for himselfe his heyres and assignes that it shalbe well and truly paid to the foresd Arthur or his as-

signes within halfe a yeare after the Death of the sd Child except it shall please god to Disable him by war or fier and in witness of all & every of the premises each party have Interchangeably sett to their hands the Day & yeare first above Written.

ARTHUR HOWELL.

Sealed & Delivered

in presence of vs

Tho: Topping

John: Herbert

Thomas Sayr.

EASTHAMPTON febr: ye 24th 1657.

BOOK 2, page 60.—Goodwife Simons Deposed before John Mullford John hand Thomas Backer.

The Depont Declareth yt on ye last Day of ye week wen Arthur Howells wife lay sick about 10 of the clock she being at arthur howells house his wif beinge sick he was on ye one side of ye bedd & she on ye other & she heard Arthurs wife say send for garlick & his wife & she Answered yt wñ she went to call her husband from garlicks wñ he was A threshinge yt he laughed and Jeared mee she said I went cryinge and because I cried Garlick laught and Jeared mee ah said she he is a good one & yn she said send for goodie Garlick this she spake 3 times together. I asked wt would you have with her & she said I could teare her in peices and yn ye Depont saith she asked her whie she would send for goodie Garlick & she Answered yt she was a duple tounge woman and she asked saying did you not see her last night stand by the bed side readie to pull me in peeces and she prickt me with pins she prickt me wth pins & soe a 3d time: the Depont alsoe saith yt befor this ye first Day yt she was sick: yt she goeing to see her she tould her yt she saw a black thinge,

she said an ugly black thinge at ye feete of ye bedd Goodie Simons saith alsoe yt on ye friday at night she lay wth her & yn she said Doe you see noe boddie at ye fete of ye bed & complained often saying ye prick me wth pins.—[Crossed in original.]

A true Copie pr me THOMAS TALLMAGE Sec.

BOOK 2, page 61.—The Deposition of Mrs Gardiner taken febr. 24th, 1657 before John Mullford John Hand & Thomas Backer.

The Depont Declareth yt ye same night yt Samuell parsons came to call my husband he came whom againe before Day & she asked her husband how bettie Did & he said she had a feaver & yt hee went back againe to her and afterward wn it was day he eame whom again & hee tould me yt bettie was verie badd & I said wt shall I Doe for I cannot rise & wn I rose upp I fell back againe & I lay an houre after & yn I rose vpp & houldinge by Marie Stratton I went thither & presently went to ye bedd & asked bettie how she Did & she put out her hand oh mother & she cried & I cried & she said mother I am bewicht & I not regarding it said you are a sleepe or a Dreamed & she tould me yt she was not asleepe & I asked her who she saw & she said Goodie Garlick in ye further corner & a black thing at ye hither corner both at feete of ye bedd & yn I charged her yt she should not tell her husband nor noe liveinge soule & I said your husband will tell:—[Crossed in original.]

A true Coppie pr me THOMAS TALLMAGE Sec:

BOOK 2, page 57.—Goody Brookes Deposed testifieth yt she heard Mrs Gardiner say yt her Daughter was biwicht & yt it was a woman This taken vppon oath febr. 27th 57 before vs John Mullford John Hand Thomas Backer.

Goody Edwards testifieth yt as goody Garlik owned she sent to her Daughter for a little brest mylke and she had sum presenly after her Daughters mylke went away as she thought & yt as she remembered ye child sickned about yt time further she testifieth yt at yt time wn her Daughters child was sick goody Davis was there and she heard goody Davis say yt her Daughters child was taken much as hers was and said yt goody garlick sent to her for brest mylk & presently after her mylk Dried away as goody Strattens Did & her child fell sick after such a manner: and Died and saith yt goody Davis wisht yt hers & Goody Srrattons both were not bewicht for they were taken both much alike. This taken uppon oath febr: 27th 57 before vs John Mullford Thomas Backer John Hand.—[Crossed in original.]

Goody bishopp Deposed testifieth yt at ye time wn goody Simons had her fitts she went to Goody Garlike for Dock weed & yt she went from thence to Goody Simons & saith as she remembreth Goody Davis asked her wt she had in her lap & she said it was Dockweeds & goody Symons said she would have ym burnt she did not know wt myht follow & either goody Davis or goody Simons or both tooke the weeds & threw ym in ye fire & she said Goody Simons said there was one came into a house at lin in like manner & there came sumthing in after, the Deponant farther saith yt before this while Goody Simons had her fits she heard Goody Simons say yt ther came a black thing into the house & sum boddie of ye house Inquired who had a black catt & sumboddie said Goody Garlik & saith alsoe yt one time wn Goody Simons was in her fitt she heard her say yt she would not have Goody garlik nor Goody Edwards cum nere her: This taken uppon oath febr: 27th '57 before vs John Mulford Thomas Backer John Hand.—[Crossed in original.]

Book 2, page 58.—Goody Hand Deposed saith yt before

Goody Davis came to this towne to live she said to me I heare yt Goody Garlik is willing to have A lott in this towne but Goody Davis said that she could Desire yt she myght not for she feared yt the towne would repent it as well as they had done at the Iland & she said Goody Garlike was naught & yt there had many had things be-fallen ym at the Iland as about ye child & the oxe as Goody Burdsill have Declared as allsoe the neger child she said was taken away as I vnderstode by her words in a strange manner and alsoe of a man yt was Dead & this fell out quickly one after another as alsoe of a sow yt was fat & lustie & went to pigg & piggs & pigg bagg came out altogether & soe Died & to my best remembrance she said they Did burne yt sowes stale & presently Goody Garlicke Did come in & after Goody Davis was come to live in this towne I asked how she Darst to be soe famyliar wth Goody Garlik as she was: since you have spoken soe of he formerly as you have Done her Answere was she brought many thinges to me as mault for one thing & is very kind to me & to my best remembrance she said she were as good please the Devill as anger him.

This taken vppon oath februe 27th 57 befor vs John Mulford Thomas Backer John Hand.—[Crossed in original.]

Goody Burdsill Declareth yt she was in the house of Goody Simons when Goody Bishopp came into the house wth ye Dockweede & betwene Goody Davis & Goody Simons they burned the herbs farther she saith yt formerly Dressinge flax at Goody Davises house Goody Davis said yt she had Dressed her child in cleane linnen at the Iland & Goody Garlike came in & said how pretty the child Doth looke & soe sone as she had spoken Goody Garlike said the child is not well for it groaneth & Goody Davis said her hart did rise & Goody Davis said wn she took the child from Goody Garlike she taid she saw Death in the face of it & her child sickned presently vppon it & lay 5 Daies & 5 nights & never opened the eyes nor

cried till it Died allsoe she saith as she Doth remember Goody Davis tould her vppon some Difference betwene Mr Gardiner or some of his famly & Goodman Garlike Goodman Garlike gave out some threatninge speches & sudenly after Mr Gardiner had an oxe legg broke vppon ram Iland moreover goody Davis said yt Goody Garlik was a naughtie woman this taken vppon oath febru 27th: 57 before vs John Mulford Thomas Becker John Hand.—[Crossed in original.]

Book 2, page 59.—Goodman vaile & his wife Deposed: Declareth yt they heard by the Leiftenant not longe since at the Iland yt Goody Davis should speake as if her child were bewicht leiftenant did replie yt Goody Davis had taken an Indian child to nurse & for lucre of A little wompom had merely starved her owne child. this taken vppon oath febru: 27th 57 before us John Mulford Thomas Backer John Hand.—[Crossed in original.]

LOOSE LEAF D.—The Deposition of Mr Richard Odell.

That wch I doe remember Concerninge the bounds betwne Southampton and Easthampton it that the Sachems did not sett the bounds of Easthampton in the Covenant of the purchase by reason that Job Sayer and my Standinge for the bounds of Southampton but was left untill Southampton men should make out their Lawfull bounds, the Manhanset Sachem pointed to my best rememberance about Wecutake spring for the line to runne nere vpon the South or upon the South line ffurther I doe Remember when the bounds of Southampton and Easthampton was sett by Southampton men & Mr How that goodman Hand beinge an agent for Easthampton was Displeased about the acte of pitching the stake and alsoe I doe Remember that Chinacocke Sachem was there wth the rest of the Sachems when the purchase was made and saw

the Manhansett Sachem when hee did direct the Line and did not gainsay it flurther that Southampton men did Claime unto Georgica pond for their bounds and they gave to the stake as they sd out of Curtisie unto Easthampton for the enlargement of their plantacon.

This deposition taken this 5th of March 1657 before us

JOHN MULFORD

JOHN HAND

A true coppie pr mee Ben: Price Recorder.

LOOSE LEAF D.—A ccppie of Southampton letter for the second agreement.

SOUTHAMPTON March 6, 1657.

LOVING FRIENDS

Our lovinge respects to you prsented, we receved yours beringe Date febr 12, 57 wherein you mencon your earnest desire of a peaceabel Ishue these may let you understand that it is our desiers that all wayes that tend to peace may be attended but for the difference wch you say is arisen betwixt you & us we doe conceive we are not the occasion of it, we possessinge nothinge of yours but our lawfull right as we hope will appeare, yet notwithstandinge we are willinge to Condesend to your desires, and have to that end deputed and impowred a certaine number of our inhabitants to acte & Conclude the foresd Difference if it may be wth out any further trouble and seeinge you desier that we should apoint a time & place, the tyme we desier may be upon the ninth day of this p'sent moneth upon the 3d day of the next weeke Commonly called Tuesday; and for the place we desier may bee at the ordinary at the North sea if you please to meete us there.

These few lines we prsent you in way of answer in the name and wth the Consent of the Towne p me

JOHN HOWELL Sec.

A true Coppie by me

BEN: PRICE Recorder.

MARCH 6th 1657.

At a towne meetinge it was voated & Concluded by the maior that ther should be sixe men chosen, namly Mr Ogden Joshua Barnes Thomas Sayer Samuell Clarke Christopher Foster John Howell wch were deputed & impowred to act and Conclude Concerning a difrence that doth arise concerning a claime of land wch Easthampton men make within our bounds.

A true coppie pr me

JOHN HOWELL Sec.

A true Coppie pr me

BEN: PRICE Recorder.

MARCH 10th 1657.

Memorandum that whereas there hath bene formerly a difrence between the Towne of Southampton and the Towne of Easthampton about a certayne tract of Land lieinge about the bounds or line where the two plantacons should parte: it is now upon a treaty holden by a Comitty from each of the aforesd plantacons ffully Determined Concluded & agreed upon by the aforesd Comittees that from time to tyme for ever hereafter the line shalbe from the midell of the second pond from Capt. Tappins fence Estward as it now standeth to bee the bounds on the South side, and soe to runne to the Easter end of hoggnecke to the North, to bee the standinge and settled bound from time to time forever as aforesd: And further it is Joyntly agreed that this Determination & agreement shalbe no nullity to a former agreement that was betwene the two townes aforesd about accidentall comonage and for the full

Confirmation hereof we have each party sett to our hands this
 prsent day & yeare first above written

JOHN HOWELL Sec.
 JOHN OGDEN
 CHRISTOPHER FFOSTER
 JOSHUA BARNES
 SAMUELL CLARKE
 THOMAS SAYER

Signed and delivd'ed
 in the prsence of us

Richard R Post his marke

Thomas 5 Goldsmith his marke

A true Coppie, by me

BEN: PRICE Recorder.

BOOK 2, page 59.—The Testimony of Goody Burdsill taken
 March 11th 1657

The Depont declareth yt when Mrs Howell lay sick on the
 last Day of the weeke in the forenone yt she heard Mrs How-
 ell say she is a Duple tounge'd woman the Deponant asked
 her who she meant but she made me noe Answere to it and
 then she lay still a little space of time & then she said that
 she had spoken but 2 or 3 words against her & now she was
 cometo torment her I asked her againe but she gave me noe
 Answere to it ye Deponant farther saith that she heard Mrs
 Howell say Garlick you Jeared me did you wn I came to yor
 house to have my husband come whom oh you are a prettie
 one- farther she saith that she saw A pin that was taken out
 of her mouth and yt it was a middling pin: this taken vp-
 pon oath before us John Mullford John Hand Thomas Backer
 —[Crossed in original]

BOOK 2, page 60.—The Testimoney of Goody Edwards
 March 11th 1657.

The Depont saith that on the last Day of the week at night wth Mrs Howell lay sick she heard her say goodie Garlick is a Duple tounge^d Woman & farther the Depont saith she saw a pin pulled out of Mrs Howells mouth & it was given to goodie Simons & Goody Simons said she was sure there was noe such pin in the house & the Depont saith to her best Remembrance mary Gardiner said there was noe such pin in the house & a little before this pin was taken out of her mouth this Depont saith yt she did put the handle of a knife into her mouth & gave her solitt oyle & suger and did loke into her mouth & she Did not see nor Diserne any pin there This Taken vppon oath before vs.—[Crossed in original.]

JOHN MULLFORD JOHN HAND.

EASTHAMATO March 15th 57.

Book 2, page 63.—Joshua Garlik in the behalfe of his wife have entred an Action of Defamation vppon the Case against the wife of fulk Davis.

MARCH 19th 1657.

Book 2, page 80.—It is ordered and by a maior voate of the Inhabitants of this Towne agreede vppon yt Thomas Backer and John Hand is to goe vnto keniticut for to bringe vs vnder their Government acordinge vnto the termes as Southhampton is and alsoe to carie vpp Goodwife Garlick yt she may be delivered vp unto the Authoritie there for the triall of the cause of witchcraft which she is suspected for.

It was afterward agreed vppon by the towne yt Mr Gardiner shall be Interesed with the same power wth Thomas Backer and John Hand for cominge vnder Government.

Samuell Parsons hath exchanged his second houslott wth Alice Hand for five ackers of plaine land beyond the two mile hollow adioynge to the said Samuells plaine lott.

Book 2, page 11, Index portion of Book.

the other side


Thomos Osburne Senior 1 2 0 a 4 7 n 8 9 11

Thomos Osburne Junear — a o 4 8 9 12 13

Thomas Talmage Seneor 2 11 11 (.) a S—[Crossed in original.]

William Hedgges a — a c 5

Rob Rose 2 o 2

Thomas Talmage 4 ()  a 4 5 8 13 A B B

Mr James o n see

John Hand . m o (.) o ∞ a a Δ 8 9 10

John Streton H a a a a Δ 8 10 13 A B B C

Robberd Bond H 5 8 D

John Mulford . 6 o a 6 8 9 10 12 E . D

Thomas Tomson . o o o — 4 5 8 13 D

Thomas Baker . 11 E D .


Ralfe Daiton . . c a A E

11


William Mulford . l (.) o — 4 8 9 11 12

. 11

Luke Lilly . l o a III 4 8 9 10 11 1

Richard Stretton . l o (.) — (.)  3 9 11


Benjamin Price o

Tho: Chatfield . u  a 8 A E



wil Ed

natw ffoster

William ffithian E o o — (.) 

Richard Brookes u o c — Δ 

n Joshua Garlicke x A B O D

William Edwards o H B B — On D   x — Δ

Port

William Ludlam—[Crossed in original.] and

at ye generall cort

William Simons V  o a 4 8 absent x A D

Samuell Parsons or   a 4 S 3 13 E D
ffulke Davis in S 9 o 10 A E D

at ye general cort

Samuell Belknapp x S 10 10 11 absent A O D

11

William Barnes S 9 11 E D D

Ananias Concolinge E D D

Nathaniell Bishop 10 E D

Book 2, page 12. Index portion.

Senor

£ S D

Thomas Osbourne Senior his rate paid 3 15 00

Ralph Dayton his rate paid 2 03 04

Thomas Chatfild his rate paid 1 15 00

It is the maior vote that George Millers addission shall lie next to goodman mechems on the other side of the hooke pond

oath of goody Davis taken before John Mulford

————— Davis afirmeth that the sowe pigg that she sould to this Indian ————— no other spot but one black one on the necke and ————— when he feched a pigg about 14 Days since hee said that that was the pigg that hee bought of mee this later clause Goodman Davis afirmeth and John Davis

Hate Love dos punish Keep Requite

Volupteous Riot Peace. Crimes Lawes the upright }

BOOK 2, page 1, of Index. hate Voluntarie

Tho: Osburne Se x a c a note of the towle

Tho Osburne in y a 3 due to the mill

Roger Smith 4 a b Ben. Price 1 peck & half

John Miller 2 9 o c of wheat and

John Hand in 2 4 quarts of Indian

John Hand se 2 a Jo Straton 3 bushells Indian

John Straton 14 9 S 3 c Tho Talmage 4 & 4 to Sam

Tho Talmage o x 2 O a b Dayton

Robert Bond 2	Mr Mulford 1
Joh Mulford a	Tho Tomson 1
Tho:Tomson 14 [.] 3 99 (x) S	Mr Backer 1
Tho Baker 1	Rich Shaw 9
Will Mulford x 2 3 b	Mr Barnes 2
Steven Osburne	Tho Chatfeild 1
Richard Straton x (.) . 2 S a	Rob Dayton 1
Will ffithin 3	
Rich Brookes (x)	
Josua Garlicke	
Nathaniell Bishop o x 2 S b	
Will Barnes o x 2	
Sam: Parsons 11 x x (.) S b	
Nathan Birdsall x (x) a b 3	
Nathaniell ffoster (X) S	
Will. Edwards x x S	
Ben: Price	
John Osburne (.)	
Robert Dayton (.) (x) 3	Tho Osburne in and
Tho: Chatfield	Tho Tallmage for pain of a
Lion Gardiner 2 9 9	discaese
George Miller 1 (.)2 a b c 21	
Jeremy Mechem a b	in the after noone c at the
Will: Hedges y a	generall court b for not an-
Stephen Hand a c	swering febe 14-77 aug 3:8 a
Robert parsons	for not answering october July
John Cirtland (X)	30 for not answer (x) y novem-
Andrew Miller b	ber 11:th at the Court selection
all but to	April 6 x not answering march
	4 o not answering.

BOOK 2, torn and defaced leaf in beginning of book.

Goodman Bakers 1 mark

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June 9 not answeringe the marke 12

10ber: 3: 5 the marke fined

January 10— 6 marke fined and those
 yt were absent and did not answer at the generall
 courte May 31th Generall Cort may 8
 about the logs August 11 the marke 13
 once for absent

James Collins Record

William hedges

John Hand

Ralfe Daiton

Thomas Catfield

william Edwards these men with drue
 from the meating when we were a bouthe
 the mead 19 July

Thomas Osborn Junear

John Straton
 Mulford

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8

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11 8

he was

15 11

generall Court X

1

the Lotts for the three raile		the lotts for the plaine land	
fence for the Est land		by hooke pond	
Book 2, page 41.—		Tho Osb in	25
Tho osburne se	21	Roger Smith	26
Tho osburne in	2	Jo Hand	15
Roger Smith	15	Mr Codnor	1
Stephen Hand	0	Jo Stratton	22
Sam Parsons	5	Tho Talmage	10

Mr codnor	—	33	Mr Bond	2
John Straton	—	13	Mr Mulford	5
Tho Talmage	—	23	Mr Backer	24
Mr Bond	—	17	will Mulford	13
Mr Mulford	—	37	Rich Straton	28
Tho Tomson	—	36	will fithin	16
Mr Backer	—	11	Rich Brookes	27
Will Mulford	—	8	Parson Shaw	7
St osburne	—	26	John Miller	17
Rich Straton	—	22	Nath Bishop	20
Will fithin	—	16	Will Barnes	8
Rich Brookes	—	19	Sam parsons	29
Joshua Garlick	—	35	Nath Birdsall	19
And Miller	—	4	John Edwards	
John Miller	—	34	Nath ffoster	84
Isack Hedges	—	14	Will Edwards	3
Nat ffoster	—	7	Ben Price	17
Nat Bishop	—	3	John Osburne	6
Will Barnes	—	9	Rob Dayton	9
Nath Birdsall	—	31	Mr Gardiner	12
Will Edwards	—	30	Mr James	18
Ben Price	—	12	George Miller	11
John Osburne		29	Jer Mechem	21
Rob Dayton		24	Will Hedges	23
Tho Chatfield		2		
Mr Gardener		28		
Mr James		18		
George Miller		10		
Jer Mechem		25		
will Hedges				

APRILL 14 58.

Book 2, page 3—Preface.—It was voated and the appre-

hension of the maior voate was that the 3 acres of land yt George Miller had was given to the lot wch he bought of goodman Davis for to make the lott of comfortable habitacon.

APRILL 14th 58.

BOOK 2, page 81.—It is ordered yt from this time forward yt men shall bringe in thir states for the Ministers maintenance for the half yere one to be brought in the first of Aprill for the one halfe yere and the other halfe yere to be brought in the first of October and all younge cattell that are a yere ould at the last of May shall come into the rate wch is made in Aprill though they want soe much of a yere ould and alsoe all cattell yt men p̄pose to kill at the latter end of the yere if they be not killed before the first of October they shalbe brought into the rate.

EASTHAMPTON May 22th 58.

BOOK 2, page 63.—It is agreed by the maior Inhabitants yt there shalbe a fence made from the beach at the farther end of the litle plaine to run from Thence alonge by Georgica side vp unto the Towne and from the Towne to the harbour soe far as may be Judged mete for to secure ye Easterne side of our bounds and this fence is to be pportioned for every man to Doe accordinge to what land he Doth enioy and posses vpon the plaine and this fence to be suffisiently Done by the last of Desember next Ensueinge uppon the penaltie of 2s & 6d for every pole yt is not done by yt Day Ben: Price and Thomas Osborne Junir is Deputee to run this line.

MAY 27th 58.

BOOK 2, page 62.—Nathaniell Bishop Deposed Declareth yt John Copp cominge to his house to Inquire of him about a

steare yt he had sould to mark Meggs in the winter & the Depont said to John Copp yt if ye stere were his yn he was ye Deponts owne earmark and alsoe yt ye steares hornes Did grow brod or wide asunder & John Copp tould ye Depont yt this stere wch marke Meggs had his hornes grew nere together but wn ye Depont had ocasion to goe to Southampton John Copp came & Desired the Depont to goe to se yt stere before spoken of yt was in ye oxpasture soe ye Depont went to loke vpon ye stere & soe seing it yt Depont tould John Copp yt this steares hornes Did grow as hee had formerly said to John Copp wch was brod and wide & were not nere together in growth as John Copp had formerly spoken of to the Depont & ye Depont farther Declareth yt this stere was as nere as he could Diserne his owne earemarke a true coppie taken before John Mulford Tho Backer Tho Tallmage Secr

Joshuah Garlike Deposed Testifieth yt he haveinge acation to goe to Northampton & while I was there mark meggs brought a steare from Southampton wch he had bought of Nathaniell Bishop & I helped Mark meggs wth ye stere into his yard & while I was there ould goodman Copp & John Copp Juniv came by at ye present & mark meggs Desired ym to come & loke on ye steare while he had him in hand & soe he did come & vew ye steare & John Copp said in my hearinge yt he did take yt steare to be his but now he was come to ye handlinge of the stere he Did Disowne it for it was not his earemark as John Copp said in my hearinge and further saith not taken vpon oath May 27th 58 befor John Mulford Thomas Backer a true Copie by me Thomas Tallmage Secr

Book B, page 45.—Be it knowne vnto all men by this prsent writinge, that this Indenture Covenant or agreament was made this tenth of June in the yeare of of our Lord 1658, betwne Waindanch Sachem of Pamanack, wth his sonne Waincombone and their associates that is Sasayatacco Checa-

cow and Mamaweto on the other side Lion Gardiner for himselfe his heyres executors and assignes, that is to say that the foresd Sachem Waindanch hath sould for a Considerable som of money and goods a Certayne tract of beach land wth all the rest of the grasse that Joynes to it not seperated from it by water: wch beach begines Eastward at the west end of Southamptons bounds and westward where it is separed by the water the sea Cominge in out of the ocean Sea, beinge bounded Southwards wth the great sea Northwards wth the Inland water: this land and the grasse thereof for a range or rune for to feede horses or Cattell on: I say I have sould to the foresd Lion Gardiner his heyres executors and assignes for ever for the sume aforesd and a yearely Rent of twenty five shillings a yeare wch yearely rent is to be paid to the foresd Sachem his heyers executors and assignes for ever in the eight moneth called October, then to be Demanded, but the whales that shalbe cast vpon this beach, shalbelonge to me and the rest of the Indians in their bounds as they have beene anciently graunted to them formerly by my forefathers, and alsoe liberty to cut in the Sumer tyme, flags bulrushes and such things as they make their matts of: pvided they doe noe hurt to the horses that is there on, and that this writing is to be vnderstood accordinge to the letter wthout any reservatio or further Interpretacon on it, we have both of us interchangably sett to our hands and seales

LION GARDINER

Signed sealed & D'd

in the prsence of vs

DAVID GARDINER

JEREMY CONCKLINGE

the Sachems †--† marke
 the marke of his E sonn
 WAINCOMBONE
 SASAYATACCOS S marke
 CHECANOWS A marke
 MAMAWEHOWS S marke

I John Cooper doe expect this writing and pmise for my selfe my heyers executors & assignes to pforme the payment wch is above specified witnese my hand this 23th of Decem-ber 1658 in the prsence of the vnderwrited witnesses

JOHN COOPER in.

Thomas Osburne
Jeremiah Conckling

JUNE 24th 58.

Book 2, page 62.—Willm Simons Deposed Declareth yt one time goeing from my house to Mr Gardiners and as I was goeing alonge I met Ralph Daiton wch was lokinge over into the pound vppon horses yt were yn there soe I cominge by at the same time saith to Goodman Daiton how doe you what are you a loking vppon yt ball faced Coult and Goodman Daiton tould me he should have taken yt coult to have bene his but only his mark he thought was sumthing Defaced but hee thought yt his mark might be sumthing Diserned yet: and thls I Testifie yt yt Coult wch was yn in ye pound was very like unto yt coult yt suckt Ralph Daitons Mare for yt Coult yt did suck this mare before spoken of was a reddish couler as I call it and a ball face and wall eyes and 4 white feete and white vnder the belly and farther this Depont saith not taken before me John Mullford A true transcript compared by Thomas Talmage Secr

OCTOBER 27 58.

Book 2, page 82.—Beniamine Price is Chosen Secretarie & Thomas Osborne Junir Cunstable for the yeere Ensueinge.

It is ordered that what soever goates shalbe found without a keeper in the woods the owners shall pay 6d a peece one halfe to the Towne and the other to him that bringeth them up:

It is ordered that for all Cattell that are lawfully pounded the owners shall pay 6d a peece a groat to him that pounds them and a peny to the pound keeper and a peny to maintayne the pound and this order to take place on the plaine the first of March next

Memorandum that Thomas Baker is to put in 4 Cowes for 2 and his man dubell and Jeremy Vale 20 ues for 10 and 4 oxen for : 2: and Robert Bond 2 cowes for 1 and Jo: Straton 4 oxen for 2.

NOVEMBER 13th 1658.

Book A, page 4.—Be it knowne by these presents yt I wayandance Sachem of Long Iland of my owne voluntarie motion & vppon Consideration knowne to my selfe doe give vnto Mr Thomas James Mynyster of Easthampton the one halfe of all the whales or other great fish shall at any tyme bee cast up uppon the Beach from Napeake Eastward to the end of the Iland I say I give it to bee his proper right to have & to hould the same him his heires & assignes for ever. And the other halfe of the said whales I give to Leiftenant Gardyner my freind to be equally devided betwene them two: Bee it knowne yt for the first good whale they shall have freely and for nothing but the whales in future times shall bee cast vppon the beach aforesaid, they shall give to me or to my children & sucesors after my Decease what they shall Judge meete, & according as they find profit by them witnes my hand & seale.

the Sachem M' mark (■)

witness

Arther Howell

Charles Barnes

A True Coppie

NOVEMBER 30th 1658.

BOOK 2, page 63.—It is ordered that the day for the setting vp of this fence is put off till the last of march and if it be not done by that time to pay 12d for evry length for every Day till it bee Donn.

It is agreed vpon by the maior part of the inhabitants that the fence next the woods and the side fence Estward on the Esterne plaine shall stand: and the beach fence taken vp to helpe rune the line to the harbor. it is also Agreed that Steven hand shall doe his part of fencinge for his lott betwene Goodman hedges and goodman Osburnes and els where as it may fall:

NOVEMBER 30 1658.

BOOK 2, page 82.—It is ordered that the addissions on the East side of the towne shall rune downe to the pnd or swamp and that thay must pay rates for it when thay fence it and the other side to bee accomodated as much when it may bee Conveniently

11 DECEMBER 1658.

BOOK 2, page 139.—John woodroff marked a horse colt wth a hapeny under the left eare he had a starr in the forehead and the nere foote behinde white

JANUARY 13th 1658.

BOOK 2, page 82.—It is ordered yt the Indian yt shall keepe the plaines shall have 3 ackers at the west end of the litell plaine and Goodman Mechem shall have his land out of Mr James lott and Mr James shall have 4 ackers on the east side of hooke pond ioyninge to his owne land and the towne to breeake it vp the next Springe

JANUARY 25 1658.

BOOK 2, page 65.—Waindanch Sachem of Meantaquit plt hath entred an accon of Damage against Jeremy Vaile Defendant:

mr Lion Gardiner testifieth that hee was at the Iland when my sonn and Goodman Vaile Came over and I heard that the great Cannow was cominge and I went Downe to meet them and made a noise for them that were in the house to follow me and I mett my sonn and goodman Vaile Coming up and I asked them whie they puled not up the Canow and thay said it was time enough and I called them to goe to gett it up and we all went & Could doe nothings, and then we went agen & she was full.

John Rose Testifieth that when the Canow was brought into the south harbor my brother Anthony waters & goodman Vale did mend the Canow by putinge 2 peeces in to the end of her & vpon that account they were to have the use of her when their time was not to Carrie over their things:

The verdict of the the Jury they find for the plt. 10s Damage & Court Charges.

The Court charge is 1£ 1s 0d

John Cirtland plt hath entred an accon of slander agt. Thomas Squier Defendant

Thomas Baker and John Cirtland plt have entred an accon of trespas on the case against Thomas Squier Deft for vteringe of slanderous wordes that intrenched on our lives and lively hoods

BOOK 2, page 59.—Thomas Tallmage Deposed declareth yt haveing ocation to goe vnto the Iland & there beinge at the house of Goody Davis she there speaking vnto me about some acidents yt had falln out among ym at the Iland as conserninge the Death of her child in wt manner it was taken away & of an oxe yt had his legg broke & haveinge reference in her speech conserninge Goody Garlik as if she were a wieh but it

being longe since spoken by her in my hearinge I cannot afirme yt she Did positively say yt she was a wich if there were any in New England or whether she thought she was or was pswaided she was a wich is there were any in New England This Deposition taken vppon oath March the first: 1658. before vs John Mullford Thomas Backer John Hand.— [Crossed in original.]

MARCH 2th 58.

BOOK 2, page 60.—It is ordered by this Court yt if any man enter an Action for the triall of a case amonge vs yt then the plaintiff shall summon the Defendant for his appearance 4 Dayes before the triall of the action or suite & this shall bee tried at the monthly metinge of the men yt are in Authoritie pvided yt a stranger may have libertie for the triall of an action as the men in Authoritie may Judge meete in respect of the time.

EASTHAMPTON 2th 58.

BOOK 2, page 61.—It is ordered by this Court yt noe man shall have libertie to sell strong waters but such as are Deputed thereunto by the towne and alsoe such as are apoynted for yt end they shall kepe an exact & Just measure for to sell the same by & farther they shall not sufer younge people yt are under other mens Gouverment to bee in their house at unseasonable times in the night contrarie vnto their masters or or parents knowledge or leave & allsoe such soe Apoynted shall not sufer above halfe a pint to be sould or Drunke among 4 men & soe pportionable to yt quantitie acording vnto the number of psons but in case a stranger come in he may have libertie to have one quarter of A pint if the man yt is Apoynted to sell the same doe se yt his nede doth call for it & yt it

may be for his comfort & whoever doth sell liquor contrarie to this order either Directly or Indirectly shall pay duple the price of the quantitie soe sould one halfe to those yt Doth Discover it & the other halfe vnto the towne:

MARCH 4 : 58.

Book 2, page 82.—It is ordered that Steven hand shall have 5 ackers of land as halfe of his plaine lott adioynge to his house lott to bee laid to his home lott and addicion.

It is ordered that for the doeing of the generall fences that are to bee on the beaches both north and south shalbe donn by the 2 Divisions as for whale the south end for the south side and the North End for the North side and John Straton and Tho: Chatfild are over seers for the south end and Richard Straton and William Mulford for the North side and to call forth men to doe the worke and put it to a generall account.

it is ordered that whoe soever shall kill a foxe that hath lost his first coate shall have 2s and for whelps 12d

It is ordered that there shalbe 2 courts in the yeare the one the first third Day of January & the other the first 3 Day of June.

Book 2, page 83.—Arther Howell hath sould his accomodacons vnto John Mulford wth the Consent of the Towne:

George Miller hath sold Sixe ackers of his plaine land on the East plaine vnto Beniamine Price that ioynes to his owne lott wth the Consent of the towne.

Book 2, page 59.—Richard Stratton Deposed saith yt he heard goody Davis say yt her child Died strangely at the Iland & she thought it was bewicht & she said she did not know of any one on ye Iland yt could Doe it unles it were goody Gar-

lick this taken upon oath March ye 8 1658 before vs John Mullford Thomas Backer John Hand:—[Crossed in original.]

APRILL 6th 1659.

BOOK 2, page 83 —It is agreed by the maior pt of Inhabitants that Mr James shall have Sixty pounds p annum : to bee paid in such pay as men raise at such prises as is passed from man to man & if Mr James and the party Cannot agree then to Choose 2 men to prise it.

19th APRILL 59.

BOOK 2, page 33.—It is ordered that every man shall sett the two letters for his name at each end of his fence in large letters on the inside of the post above the vper raile by the 4 day next upon penalty of 2s 6d a pcell

APRILL 19th 59.

BOOK 2, page 83.—It is ordered that the water at the harbors Mouth shall serve for a fence for all manner of Creatures what soever for this yeare.

It is ordered yt Jeremy Mechem Thomas Tomson & william Edwards shall veiw all generall fences for this yeare that is to say Jeremy Mechem from the towne to Georgica and william Edwards from the Towne to the harbor, and Thomas Tomson the head fences of the East plaine, the fence to be accordinge to the former gage in 45 page

It is ordered that for mens giveinge in of their estates for the rates that who soever shall not give in their whole estate that is visibell what ever is not given in accordinge to order the party soe doinge shall forfeit fflowerfould as much as the rate Comes to of yt pte of the estate not given in.

and it is alsoe agreed that Jeremey Vaile shall pay but flower fowld for his breach of the former order in page 43 about not giving in of his estate

It is agreed that Checanow shall have 10s for his assistance in the purchase of the plantacon.

MAY 12th 1659.

BOOK B, page 46.—Bee it knowne vnto All men that by this prsent writinge yt I Wayandaneh Sachem of Pamanack on long Iland have vpon Deliberate Consideracon & wth my sonne weuncombone both of vs together given & graunted vnto mr John Ogden & his heyers forever I say freely given a Certayne tract of land begining at ye western end of Southampton bounds wch land is bounded eastward wth Southampton bounds and wth a smale peece of meadow wch I gave mr John Gosmor wch he is to enioy: Northward to the water of the bay and to the Creeke of Accabuck westward to the place called Peaconock and Southerly to Potunck three miles Landward in from the hiewater marke and creeke of Accabocke and soe along to the west But from this three miles breadth of Land Southward all the Land and meadow toward the South Sea the beach only Excepted Wch is sould to John Cooper I say all the Land & meadow I have sould for a Considerable price vnto mr John Ogden for him selfe his heyers executors and assignes for ever vpon Condition as ffoloweth ffirst that Thomas Halsey and his assosiates shall have the privilege of the place of meadow called Quaquanantuck the terme of yeares formerly graunted to him or them but the land lieinge betwene Quaquanantuck and three miles northwards he shall or may possesse and improve at prsent, but when the yeares of the aforesd Thomas Halsey shallbe expired then shall the aforesd Mr John Ogden or his assignes fully possesse and improve all Quaquanantuck meadow wth the

Rest aforesd, and then shall pay or Cause to be paid unto me waindanch my heyers or assignes the sune of Twenty five shillings a yeare as a yearely acknowledgment or rent for ever And it is alsoe agreed that we shall keepe our priviledges of fishinge fowlinge huntinge or gatheringe of berreys or any other thinge for our vse, And for the full & firme Confirmation hereof we have both partyes sett to our hands markes and Seales interchangably the Date & yeare above written.

JOHN OGDEN.

Signed Sealed & Delivered
 in the prsence of vs
 David Gardiner
 Lion Gardener

Book 2, page 82.—This Cort in June is adiorned till the towne see cause May 30, 59

JULY 1: 1659.

Book 2, page 139.—Mr Baker hath bought a mare yeare & Vantage of John Scott marked wth 3 slitts in the fore egge of the off eare: a sorrell collar wth 2 white feete behind a balld face & a sorrell spott in the whit nerest the neere eye the neere eye hath a whit spott in the blacke on the lower side.

SEPTEMBER 14th : 59.

Book 2, page 83.—It is ordered yt whosoever shall leave open any Gates or bars belonginge to any high way and doe not forthwith shut or put them all vpp he shall pay 5s for his neclect and likewise all Dammages yt may acruce therby and halfe this 5s shalbelonge vnto such as Doe Discover the same and alsoe it is ordered yt whoever shall leave open any mans

particular fence or through them Downe shall be liable to the former penaltie

EASTHAMPTON September 17th 1659.

BOOK 2, page 66.—Thomas Tomson plt. hath entred an accon of Debt and Damage against John Cooper iunior Deft; Thomas Tomson owned that the price of the horse was 16£ in pay to his content:

the Verdict of the Jury in the accon above written is that we finde for the plt 2d Damage & Court Charges.

OCTOBER 15th 1650.

BOOK 2, page 84.—It is fully agreed by the inhabitants that whosoever shall drive the heard to the plaines and not bringe them home at night shall pay for evry cowe o oxe 12d a peece that is left behind.

OCTOBER 23 : 59.

it is agreed by most of the inhabitants only 4 or 5 men exempted that there shalbe 11 men sent to Meantaquit to fill up the barnes at M and the Charge to be borne by all the Cattell from a yeare old and upwards:

It is ordered that there (shalbe a hie way next to Robert Parsons home lott at least 4 pole broad(—In brackets crossed out.

It is ordered that all the lotts given out after Stephen Hands shall have noe propriety in the in the whales nor any pte in the next Division of land nor any other privileges whatsoever in division of land or purchase of the plantacon.

NOVEMBER 11. 59.

It is ordered that John hand in and Stephen Hand shall pay the purchase as John Miller did that is 3s an acker and it is alsoe ordered that Robert Parsons and Tho. Squier and Andrew Miller shall pay 2s an acker for purchase: and Richard Straton for 2 ackers: if it may be beyond hooke pond. Andrew Miller hath paid his purchase.

BOOK 2, page 69.—Iland Wight this 22 of November 1659.

Bee it knowne vnto all men whom it any Way Concerne yt I John Scott of Northhampton on Long Iland in the Jurisdiction of Coneeticat haveinge seene John Griggs & humphry hues to have taken a vessell out of our Creeke wth some small quantity of goods & beinge loath that the poore men should be soe deprived of all their livelihoods, I went aboard the vessell & wth them went to the Ile of wight & there entreated Lift Gardiner by his authority to make a stopp of the vessell & goods into the possession of me John Scott above named on Condicons as ffolloweth: that is to say that I John Scott doe ingage my selfe in a bond of two hundred pounds sterlinge that I will bringe the aforesd vessell & goods to Northhampton from whence she was taken & there to keepe both vessell & goods vntill the day appointed for tryall whether it be prize or not: & then to surrender & deliver both vessell & goods to whom the Court there or other Courts shall iudge it to belonge to: And further I John Scott doe binde my selfe in a bond of two hundred pound sterlinge to secure free & fully Discharge the aforesd Lift Gardiner from any trouble or Charges that may or shall come vpon him hereafter for lettinge the vesell and goods passe out of his possession before the tryall and for the full & true pformance of the prmises I have herevnto sett to my hand the Date & yeare above written.

JOHN SCOTT

witnessse

David Gardiner

Jeremiah Conkliug.

Book 2, page 67.—Know all men by these presents yt we John Griges & Humphry Hewes on the 17th of November 1659 saw cause to bringe a vessell from Northampton wch belonged to 2 duchmen & in her som goods and landinge on the 18th Day of the sd month of November on the ile of wight thay saw cause to inquier the authority of the sd Iland how and by what meanes these goods & vesell was taken from the true proprietors; we not beinge in a Capassity to satisfie this said Demand by reason we had noe Comission nor coppie that might satisfie people in such a case thay sawe cause to stop the vesell and goods takinge a list of the same vntill such lime as we could pduce a Comission that might be satisfactory to the Judecature of this Cuntry where we are we say that we John grigs and Humphry hues doe bind our selves in the bond of two hundred pound starlin to produce or Comission namly such a Comission as shalbe without exception within a moneth of the Date. And further more we the sd pties above mentioned Doe pmise that if we doe not pduce this sd Comission we will Quit this vessell & goods and answer all Just Damage eyter iointly or sevrally that shall appeare by our Disturbinge the authority of the Ile of Wight or the owners of the sd vessell & goods thus taken:

JOHN GRIGGS

HUMPHRIE I-I-I HUES marke

In Witnesse whereunto we have subscribed this 19th of November

witnesse

David Gardiner

Jeremy Conklin

This was recorded the 20th of December 1659 by me Beniamine Price Secr.

EASTHAMPTON December 27th 1659.

BOOK 2, page 6S.—The deposition of Nathan Birdsall of Easthampton affirmeth that Humphry Hues & John Griggs had their liberty first & last to goe from ye Ile of wight & yt hee & thay offred to bee bound in a bond of 500£ sterlinge to pduce their Commissions wthin a moneth but Liftenant Gardiner replied 200£ bond is enough to wch they engaged & yt by that day moneth wch was then the 18th day of November, 1659, & that the Day appointed for triall was that Day month from the 18th of November above written & further I testifie I heard John Griggs make sale of one hogshhead of vineger and one ancer of lickers for 10£ to liftenant Gardiner & hee professed the hogshhead of vineger cost him Six pound Sterlinge and yet hee owned afterward hee tooke it wth the vesell this taken before vs Thomas Baker Rob: Bond.

EASTHAMPTON 27th December 1659.

The Deposition of David Gardiner & Richard Bennett

These Deponents testifie as followeth that is to say yt thay both affirme yt John Griggs & Humphry Hues were noe prisoners on the Ile of wight but had their liberty soe that they might have gone away when they would but only Lift. Gardiner made a stay of the vesell & goods and Desired John Griggs & humphry Hues to shew by what power they had taken the vessell, but John griggs & humphrey Hues Confesed that thay had neyther Comission nor Coppie there to act bie but told Lift. Gardiner that hee might stop the vesell & goods & within 14 Dayes thay would bring theyr Comission wch was in Griggs chest wch they said was a portinggall Comission then sd Lift. Gardiner if you will doe soe it is winten, take longer time then sd Humphry Hues & John Griggs & if we doe not bring our porttinggall Comission from the shipp out of my chest & tender a triall from whence the vesell was

taken namly at Northhampton by this day moneth wch was then the 17 or 18th day of November we will sett free the vesell & goods never hereafter lay claime to her and alsoe pay all damages to the owner of the sd vesell or owners of the goods and what they did first or last was by their owne free will and not any wayes by Compultion these taken before us Thomas Baker Robert Bond.

EASTHAMPTON January 13th 59.

BOOK 2, page 64.—ffor as much as Thomas Squier by reasons of some miscarriage this Court doth bind in a bond of Twenty pound to carrie good behaviour to the inhabitants of this place till the court see cause to release this bond

BOOK 2, page 72.—Know all men by these prsence yt I John Peny Comander of the Rowbuck ridinge in New haven harbor doe Constitute & appoint Georg Lee my true & Lawfull attorney to aske demand receive & Recovr all rites dues and demands belonginge vuto me in relacon to the state of England by vertue of Comission act or acts formerly graunted & by vertue whereof to give unto my sd Attorney Mr George Lee full power to receive and possese him selfe of any vesell or vessells taken by vertue of power granted by me in relacon to my comission vnto my sd Attorney & doe hereby Constitute the sd Mr George Lee to receive & release as hee shall see cause and whatsoever my attorney shall act or doe herein shalbe as if I my selfe were then and there personally present witnesse my hand & seale the 21th Day of february 1659

JOHN PENNY.

Signed sealed & delivred
in the prsence of vs.

Alexander Brian
Samuel Dayton
Caleb Carwithen

EASTHAMPTON febr: 29th 1659.

An action of trespas vpon the Case in the behalfe of the States of England and Captayne Peny by George Lee plt. against Leftenant Lion Gardiner Defendant to the Charge and damage of ffive hundred pound sterlinge.

Book 2, page 73.—Loose leaf.—Mr George Lee owneth in the Court that hee did shew neither Coppie nor Comission beinge then Demanded by authority.

Philemon Dicason Deposed saith that hee came to north sea as John Grigs and Humphry Huees had taken the vesell and I see John Scott and Joshua Garlicke Ron downe to the water side wth thir armes and John Scott Comanded them to ashore and John Griggs sd hee would not and sd I am a marke for the to shoote at and if thou or any other Englishman els have any thinge aboard come aboard & take it, for hee sd hee would not keepe a peny worth of any Englishmans if thay would take their oathes yt it was theirs.

Andrew Miller Deposed saith that the first tyme that I was at the dutch John came vp and hired the Dutchmen and John Scott made a bill of sale and Renock Garisson the dutchman desired to shew it to mr bridges and hee would not medle withit but desired him to goe to mr willett and Willett read it to them then thay would not sett thir hands to it: but in case that John Scott would doe what lay in him to free the vessell thay would come vpon thir owne account soe thay did and I payd 6s for my passage.—[Defaced.

John Cooper in deposed saith that about the later end of 7ber or the beginninge or thereabouts Mr Scott & I went together to the Manados and atter we had been there a while I enquired of mr Scott if hee could tell how to transport any goods downe to Southampton hee sd hee could not certayne-ly tell but hee thought to hyer Renock the mr of this vessell as hee owned him selfe: a while after I inquired of him agen and told him I had a litell goods to send home if I could gett

them conveniently ; he sd that if I would give 50s he would hier this Dutchman and hee would make up the rest, but at that tyme I had but litell and did not agree soe mr Scott went home by land and a wile after I went down to see whether he went to Southhampton or not, and hee told me he was ingaged to Mr Scott, soe I inquired if hee would carrie me some goods for freight he tould me hee would and soe I shipt some aboard for my selfe & some for others and Renock received the freight, and I asked of him if hee could fetch me a freight of corne from the mayne, and hee could not tell if Mr Scott would imploy him or not if hee did hee could not fetch myne soe I desired him to tell me as soone as hee could and hee said he would : and after a time hee tould me that mr Scott would not imploy him and soe hee would goe for me if I would but I thought it was too late and soe did not hire him and after John Scott came from the Ile of wight hee was discorseing at my fathers how he had holpnd the dutchman and sd hee had twice delivred them and hee had noe waye now to help them but gett them to goe to Mr Gardiners Iland and that he had bought the vessell and goods if hee could recovr it for 15 barrells of beefe : and John Scott was at or house and shewed me a bill of sale that had noe name to it and I tooke it and looked vpon it to my best remembrance.

Book 2, page 74.—Robert Dayton Deposed saith that I be-inge in Discorse wth the dutchman I told him that I heard he had sold the vessell to John Scott, hee answered noe hee did not intend to sell her vpon such termes I asked him what termes thay were, he sd 3£ 0d money a barrell of beefe : this was after the vesell was was brought from Manchonacke

John Ogden afirmeth that there being a dutch vesell and dutchmen wch was lying at North Sea : there was two men namely John Grigs & Humphry Hues & thay both said that he John Grigs was the Capts mate of the shipp lying at the maine as thay suposed : vpon a time I beinge gone to South-

ampton these two namely grigs & Hues tooke the vessell & shortly after I came home the Dutchmen came into my house and sd they were in trouble. I asked them what was the matter, and they said their vesell and goods was stopt. I asked them what they would have from me, and they sd to possesse them of their vesell and send them goinge. I told them I had d'd them twice already and I wondered whie they would come ageine and stay soe long at this tyme dutchmen & they were strangers to me and were now gone from this place but they sd they were yett fast vpon a barr in goinge out: I told them if they would give me security I could easily fetch them in but they sd they could not, after this I sent aboard for a p'cell of wampa of ffordhams and they sent it ashore to me: alsoe John Scott sd that the pore dutchmen were vndon for they had taken their vesell & goods & their vessell was their livelyhood: alsoe John Scot sd the man had acted honestly, and hee would goe along wth him to the Ile of wight for hee had prmised to carrie the Lift. his salt: then I heard noe more till John Scott came backe agen wch was the last day of the same weeke

John Scott came to me & tould me that hee had caused the Lift. to stop the vesell & afterward hee told me that hee told them by the way that hee would goe alonge down to the ship and be partner or ioyned wth them to take out som more company at Southhole that soe he might know what power they had, and they declared they acted by a portingall Comission: and hee further sd that when the men were gone to bed the Lift. beinge alone hee vrged him and were out all his witts to cause him to seize the vesell & goods but after he consented we made the dore fast & then the Lift. Comanded a man and went downe and when hee came there he caled whose ther and caleb came out and hee sd what have you to doe wth this vessell and hee sd hee was merely imployed but hee hoped hee should nevr doe the like agen soe they unriged & brought

the things a shore and they were brought to the house before they were vp in the morniuge soe before hee would tell them hee desired humphry Hues that hee might take a patten in paper to gett one made by it and when hee had gotten it out of his hand then hee sd that mr Gardiner told them that they were his prisners, the night followinge Grigs and Scott beinge at my house Scott deneied that hee acted or urged any thinge but what hee was Comanded and this hee sd before many witnesses: and one answred & said did there goe a Spirit to informe the Lift. of what was donn, and hee sd yt Jeremy Concklin had beene at Southhold and brought the newes: and hee read a note wch hee sd Lift sent to attach the goods of humphry hues: that were in my hands and I told him they should be secured, after this I being at Southhampton he caled me out of a house and would have shewed me som papers or writings that he puled out of his pockett but I tould him I did not desier to see any thing and then he pfered me the halfe of the vesell & goods and sd that hee had bought her for 15 barrells of beefe and sd yt the vesell & goods was worth 100£: and if the goods pved prise and the vesell not prise then it was but 6 barrells for the vesell: and I sd that I would not doe it if I might gett 100£, and hee said I should sufer nothinge for hee sd hee had a counter bond if both proved prise: and when hee saw that I would not accept it he wished me to stand as newter in the Case

These Depositions were taken before vs

EASTHAMPTON March 1st 1659.

Book 2, page 72.—Whereas Mr George Lee agent for Capt Peny plt hath entred an accon of sixe hundred pcund Damage against Mr Lion Gardiner Deft. and this Court haveing made an entrance in to the case and findinge it to waightly for vs we have bound over both ptyes to Hartford there to an-

swer & prosecute in a bond of two hundred pound sterlinge each to other betwene this and the 17th of this instant March mr Gardiners Desiers that this may be added that hee doth not this voluntarily by reason of his singell security but yeldes obedience to authority: Mr George Lee doth hereby further Covenant & promise that if hee doth not appeare personally at the time of and place above said then hee doth hereby acquit Mr Lion Gardiner from all trouble and molestacon in and about this matter for ever: alsoe wth such damages as the Court ther shall thinke fitt

GEORGE LEE

LION GARDENER

(Autographs)

BOOK 2, page 44.—The day of Election from this tyme forward is the first third day of febr: March the 6 1659

BOOK 2, page 80.—Know all men by thes presents yt whereas wee Roberd Parsons of Easthampton on long Iland the one partie And John Catline of the towne aforesaid the other prtie have chosen Thomas Tomson and Thomas Chatfield of the Towne aforesaid to make a Devision of yt howse and land lately purchased by vs the above named prties to each man acording to his Disbursment, yt is to the above said John Catline to ye vallue of twentie and five pounds, and to Roberd Parsons to ye vallue of twentie pounds: we Doe by thes presents acknowledg to have reseved wholly ye aforesaid purchase namely the house and home lot and all ye planting land and Medow land and all apurtenances thereunto belonging whatsoever vnto the aforesaid Thomas Tomson and Thomas Chatfield to be devided acording to the best discession but in case they two cannot agree about the deviding of ye aferesaid accommodations, then we leave it them two to make choyce

of a third man and whatsoever anie two of the three shall determine, we doe each prtie bind our selves, heirs and Assignes in the penall sum of fourtie pounds sterling each to other quietly to stand too. In witness hereof we have each prtie set to our hands this 14th of March 1659 enly this is to be vnderstood that the house above mentioned is to be laid to the aforesaid John Catline in prt of yt which doth belong to him and in witnes of al the above written we have each prtie set to our hands the day & yeare above written

JOHN KIRTLAND
SAMUELL PERSONS

Witness

(Aut.)

John Hand

The marke X of Alice Hand.

EASTHAMATON March the 24th 1659.

BOOK 2, page 81.—An agreement betwne Thomas Tomson & Thomas Chatfield Chosen to divide the accomodacons betwne Robert Parsons and John Cirtland whoe did purchase it of Jeremy Vaile as ffolloweth

	£	s	d
Imprimis John Cirtlands parte one house	10	10	00
Item two ackers & an halfe of home lott	02	12	06
Item halfe the addission	01	00	00
Item fflower ackers of meadow by the humocke in the great meadow at Accobanock and what wants there to be made vp in the first Divis- sion	04	04	00
Item 2 ackers of broken vp land by hooke pond	01	00	00
Item fower ackers and an halfe of on broke land by the Indian well	02	05	00
Item halfe an acker stubinge & fensing at home	00	08	00

Item the well & fence about the yard	03	06	06
Item In case of a new division Robert Parsons is to have two ackers and John Cirtland one: Robert Parsons part as followeth			
	£	s	d
Imprimis two ackers and an halfe at home	02	12	06
halfe the addission	01	00	00
Item Eight ackers of meadow	08	08	00
Item Sixe ackers of land by hooke pond	03	00	00
Item Sixe ackers at the Indian well	03	00	00
Item ten ackers by the Mill	02	00	00
Item the whale is to be divided, each man to have alike			
Book 2, page 80.—Torn leaf.—one house	10	10	0
2 accors and halfe	2	12	6
4 acr halfe the ad	1	0	0
4 accors of meado	4	4	0
2 accors broke up la	1	0	0
4 accors & halfe unbrok vpland at Ind	2	5	0
for halfe an accor at hom			
fencing at both ends & stubing	8	8	0
for the well yard and fence about the ga	3	0	6
2 accors and a halfe at home with halfe the ad- dition	3	12	6
meadow	8	8	0
6 accors by hoke p	3	0	0
6 accors at Ind wel	3	0	0
10 accors at mill	2		
one house	10	10	0
well yard fenc about it } 2 accors and a halfe at } hom 4 accors in addition }	6	10	0
4 accors of meadow	4	0	0

2 accors of broke up land	1	0	0
4 accors and ahalfe unbroke } at the Indian well }	2	5	0
3 accors in the woods in } the mil plaines }	0	12	0
Book 2, page 80.—Torn short leaf.—			
for stubing at home and fencing } half an accor at both ends }	—	8	0
2 accors and orhalfe at home } 4 acc ad }	3	10	0
meadow	8	0	0
6 accors by hooke po	3	0	0
6 accors at Indi well	3	0	0
10 accors at the mill	2	0	0

In Case of a new Division of land Robert per is to have tow accors and John Cirtland one and For the whale it is to be Devided in the midel and for Eatch man to serve as the towne Order require for John Certlands meadow it shal ly in the great meadow at the hommock if ther be not a then of the meadow he shal have it mayd up.

EASTHAMPTON Aprill 13th 1660.

Book 2, page 84.—It is ordered that Master Baker Thomas Talmage and Beniamine Price shall have power to sell any timber or trees to any fforiner for the use of the towne and that noe other man shall have liberty to sell any tree or trees eyther broken or whole vpon penalty of Payinge twice the price of the tree till the the towne gives farther order.

JUNE the 4th 1660.

It is iointy agreed that if mr Stanborough or John Tappin doe not psecute accordinge to their bonds that then wee doe hereby impower our Attorney mr Tho: Baker to rest and

psecute in our behalfe as hee shall see meete for the poundage of the sheepe.

Book 2, page 81.—This meetinge witnesseth an exchange of Land betwne Samuell Parsons and John Hand iunior that is to say that the sd Samuell Parsons doth hereby deliver up all his propriety and his fathers in the 18 ackers of wood land in the last devision to the above named John Hand in leiwe of 16 ackers and an halfe of the sd John Hands land lieinge Eastward 8 by the Indian well $6\frac{1}{2}$ in the woods and 2 ackers next to Richard Brookes on the plaine. witnessse our hands this 11th of June 1660

JOHN HAND

SAMUELL PERSONS

(Aut.)

JUNE 13 1660.

Book 2, page 84.—It is ordered yt noe oxen shalbe baited within the Corne fiels without the owner or some householder doe constantly attend them vpon penalty of 5s for evry defalt and pay all damages beside, and that the fence betwne Will: Hedges and goodman Osburne shalbe made fast up for this yeare.

JUNE 27th 1660.

Book B, page 139.—Henry Ludlow marked a colt of a gray mare of Elis Cookes that had both eares Cropt and a slit in the right eare before vs Jeremy Mechem John Osburne & Ben: Price Recorder.

JUNE 28th 1660.

Book 2, page 85.—It is agreed vpon and ordered that evry man shall take his turne to watch the beach at georgica till it

hath gone one rownd and whoe soever shall neglect his turne shall pay 5s

BOOK 2, page 139.—Beniamine Price marked a horse colt of Arther Howels with a slitt in the neere eare beinge the Dunn mares colt the 16 of July 1660 witnesse Mr James & Jeremy Mechem

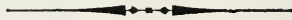
BOOK 2, page 147.—This Indenture made the Sixt Day of August in the yeare of our Lord one thousand Sixe hundred and sixty: btwne the ould Sachems Squa late wife of waindance disceased and her sonn Wainncombone Paquatone Chekanow Massaquat Powhe and Gentelman the true & Lawfull proprietors of the necke of Land Comonly knowne by the name of Meantaquit on the Easterne end of Long Iland the one party, And Mr Thomas Baker Mr Robert Bond Mr Thomas James Mr Lion Gardiner Mr John Mulford John Hand & Beniamine Price of the Plantacon of Easthampton on the Iland aforesd the othere party, witnesseth that the above named Sachems Squa together wth her sonne Waincombone Paquatton Chekanow Massaquat Powhes and Gentleman together wth their associates Doe by their prsence fully Confirme hould good and firmly maintayne and avvouch the former contract or bargaine made betwne the aforesd Waindance and his associates the one party and the Inhabitants of the foresd Easthampton the other party and doe by these prsence acknowledge to have fully and firmly sould aliened enfeofed and confirmed and also by these prsence fully firmly and absolutely give graunt alien enfeofe sell and Confirme vnto the aforesd Thomas Baker Robert Bond Thomas James Lion Gardiner John Mulford John Hand and Beniamine Price together wth their associates all the aforesd Necke of land Caled Meantaquit

wth all and every parte and parcell thereof from Sea to sea from the vtmost end of the Land Eastward to the Sea side unto the other end of the sd Land westward adioyning to the bounds of Easthampton aforesd with all and singuler ittts rights priuiledges members Jurisditions imunities & appurtenances whatsoever, with meadow wood stone crickes ponds wth what soeuer Doth or may grow vpon or ishue from the same wth all profits & Comodities by sea or land, vnto the afore sd Inhabitants of Easthampton their heyers and assignes for ever To have & to hould and from tyme to tyme for ever peaceably to inioy the same without Disturbance or Molestacon from the aforesd proprietors or their associates or any of their heyers or assignes or any other other by their meanes, consent or procurement, for the Consideracon of one hundred pounds sterlinge to bee well & truly paid in maner as ffolloweth: viz that the afaresd Thomas Baker Robert Bond Thomas James Lion Gardiner John Mulford John Hand & Beniamine Price and their associates the Inhabitants of Easthampton, doe well and truely and duly pay vnto the aforenamed Indians their heyers or assignes the full and Just Sum of ten pounds sterlinge every yeare eyther in Indian Corne or els in good Wampam peaye at Sixe a peny vntill the end of ten yeares be expired and afterwards to bee wholly and fully freed from any further or future Demand or Demands forever: and furthermore we the aforesd owners and pprietors of the aforesd Land for the full Confirmacon of all and every the prmises doe acknowledge to have given peaceable and Quiett possession of the Land afor sd vnto the aforesd purchasers and in token thereof have diged up a peece of the sd Land and Delivered it as our act & Deed in to the hands of the Inhabitants of Easthampton, and alsoe doe acknowledge to have received the full sum of ten bushells of indian corne in part of payment of the first ten pounds, and In witnesse of all and every the prmises we have each party sett to our hands and Seales the

Day & yeare first above written : The Corne to be payed at
flower shillings a bushell :

WAUNCOMBONES O marke
THE SACHEMS | y Squas marke
PAQUATONS V marke
CHEKANOWS A marke
MASSAQUATS Δ marke
POWHES C marke

Sealed and delivrd in
the prsence of us
Richard Shaw
the marke of S John Wolly



A Coppie of the Counter Bond.

Book 2, page 145.—Know All men by these presents that whereas we the Inhabitants of Easthampton have fully & firmly bought the Necke of Land caled meantaquit of the Sachem and the rest of the Indians whoe were the Inhabitants and true proprietors thereof as may fully appeare by other writings wherein the bargaine or bargaines are fully expressed, we doe by these presents firmly and fully pmissse vn-to the aforesd Indians that if when the Commissioners sitt, there be any Course taken for their safe liveinge at Meantaquit and that they Desier ther againe to sett downe we will give them free liberty soe to doe prouided that soe long as they dwell there they forbear their pay wch we the aforesd Inhabitants are bound by other writings to pay them, pvided alsoe that neither their Inhabitinge there nor our withouldinge our pay shalbe any annullity of the Contract or Contracts be-

twne them and us about the sd Land but they shall still acknowledge the Land to be ours by bargaine

THO: BAKER

ROB: BOND

THO: JAMES

LION GARDINER

JOHN MULFORD

JOHN HAND

BEN: PRICE

Sealed & Dd in the

prsence of vs

Richard Shaw

Juhn  Wollies marke

SEPTEMBER 25th 1660.

Book 2, page 85.—ffor as much as we have fully bought all meantaquit and our purchase beinge approved by the Commissioners and they have ordered vs to record it at Hartford it is therefore ordered and agreed that noe man shall sell give or lett any part or parcell of it or hier comonage to any foriner what soever but it shall for ever remaine and be wholly & intire to the inhabitants of this towne for ever and who soever shall transgrese herein shall forth wth pay a fine to the value of thirty pounds and stand to the sencure of the Court.

EASTHAMPTON October 1st: 1660.

Book 2, page 136.—Vpon Petition ffrom ye Meantaquit Indians on Long Iland and desier divers English there, occasioned by the Naragansets cruelty towards the sd Indians & further threatening of them. The Comissioners for the better securitys of them doe order yt if the sd Naragansets come within six miles of any of the three English townes wthin any

of our Jurisdictions vpon Long Iland we doe hereby order the English Inhabitants may remove them thence:

Secondly yt if the Narragansets invade them wch is contrary to our order & appointment and their Covenant if they retreat to the English houses or within two miles of any of the English townes, Viz Southampton Southold or Easthampton The Comissioners order they may be resisted by the English Inhabitants there pvided that the sd Indians on Long Iland doe not begin new Quarrels but behave them selves quietly wthout pvocation

THE begininge of October 1660.

BOOK 2, page 85.—Atatowne metinge vpon goodman ffosters request hee was accepted to possesse as an Inhabitant his sonne Nathaniells lott to live vpon it himselfe or put in such an Inhabitant as the towne should accept of and hee to Defray all charges

EASTHAMPTON November 21th 1660.

BOOK 2, page 71.—Memorandum that I Joshua Garlicke Doe give unto my sonn in law Richard Shaw halfe of my allottment in the towne of upland and the meadow at nor-west only reservingc to my selfe the orchards: and grasse plott that now is (and that he may have liberty to put any thinge in it) and dwell in the house provided that he doe dwell on it and improve it himselfe but not to sell or any waise alienate the same from him or his

In witness hereof I have sett to my hand

JOSHUA I G GARLICKES marke.

witnesse Ben: Price Recorder—]In brackets crossed.]

NOVEMBER 27 1660.

Book B, page 44.—It is ordered that there shalbe 2 pticular courts in the yeare for the triall of any case the one the first 3d day in June the other the first 3d day in November.

DECEMBER 16th 1660.

Book 2, page 85.—Att atowne meetinge Thomas Talmage and John Straton are chosen and impowred to goe to hoggnecke to forwarne any whom they shall find there at worke till such tyme as the case in diffrence betwne Southampton & vs be ishued

EASTHAMPTON December 27th 1660.

Book 2, page 153.—whereas Jeremy Vaile had his cowe attached for forty shillings or ten bushells of corne due to an Indian yt planted his ground in the litell plalne and for nineteene shillings due to the towne for his rate wch hee promised to pay to John Osburne and did not this pmise was made before Mr. Baker and John Stratons this Cow beinge Legally attached was prised by two indiffrent men and sould for fower pounds ten shillings

	£	s	D
Imprimis	2	0	0
to John Osburne	0	19	0
Custabells charges	0	03	0
Recorders charges	0	01	6
the transport of the pay to pequit		04	6
		<hr/>	
	3	8	0

more indebted to Stephen Osburne for keepinge his cowe & two oxen for the cowe 4s for the oxen 1s 2D

whereas Jeremy Vaile appointed the towne to

take 4s 5d of Nath: Bishop he denies to pay		
it and Jer Vaile ingaged that if Nath. Bishop	s	d
would not pay it he would	10	7
	<hr/>	
in all	3	18 7

Book 2, page 73.—The last will and testament of John Hand Senior lately deceased while he had pfect vnderstandinge attested by Thomas James and John Mulford whome he desired to be overseers of his last will and testament.

Imprimis hee declared yt his eldest sonn John he haveinge formerly done for him more than ye rest that he gave him 2£ and his sonne Stephen and daughter Mary 2£ these to be payd within a yeare after his decease, and that his sonne Joseph should have the second home lott wth the addition to it if and were laid out and the meadow wch was his at the harbor. That the house and home lott wth the addition land and the Mill lott and the westerne peece of the Norwest meadow he gave to his wife duringe her life and the rest of his estate hee left with his wife to dispose of it all and the younger children this hee left wth her for bringlinge vp the Children duringe the tyme she lived a widdow but if she married to have of this accordinge to the order of the Cuntry and the remainder to be equaly divided and disposed of for his five younger children

THO: JAMES
JOHN MULFORD

A true Inventory of ye estate of John Hand Senior Deceased taken January 24th 1660

Imprimis one dwellinge house & barne wth 58 ackers & 3 quarters of vpland & meadowe

Item 4 oxen 3 coves one steere come 3 yeare old & 2

calves & 6 swine Item one featherbed one boulder and 2 pillows & 2 rugs 4 blanketts & 2 payer of sheets & 3 pillowbers one tablecloth as also 3 napkins & one yard & quarter of broadcloth Item one great Iron pott and one litell Iron pott one brasse copper 12 wooden vessells 2 pewter platters & one litell basin one candelstick 6 spoones & one dark lanthorne 2 small erthen potts & one fring pan one paier of tongs & one paier of hakes to hang over the fier & 2 payer of sisers Item one chest & one boxe 3 barrells one knedinge trough & one wooden bottell Item 30 pound of woll & 29 po of cotton yarne 2 payer of cards & one payer of stock cards

one wollen wheale & one lininge wheale & one payle one pecke & one tunnell. Item one great bible 2 small bibles & one psalme booke & one other litell book. Item one fouling peece & one carbine one pistol and 2 swords

Item one broade axe and 2 narrow axes & 2 brode howes one spade & 2 iron wedges as also 2 augers & one wirebit one chissell & one gauge one handsaw one hamer one payer of pinsers & 2 sithes one drawinge knife and 3 stubing howes

Item one cart & wheelles & boxes 2 Chaynes one neb yoke ringe and staple on draught yooke 2 hookes and staples as also one plow wth irons belonging to the same Item wheate and Indian corne and hay as also one coate. This estate prised see page 66.

Book 2, page 66.—The Estate of John Hand prised as followeth:

The dwellinge house & barne wth ye vpland and meadow belongin to the same we value at	£	s	d
	80	00	00
The bedinge Tablecloth and napkins	13	15	00
The pewter, spoons, & candlestick	00	10	00
The wooden vessell paile pecke & bottell	00	14	04

The barrells Chest box & kneadinge trough	01	03	00
The spade houghes wedges & stubinge houghes	01	08	00
The augers Chisell gouge hamer pinsers & hand saw	00	13	06
The axes & sithes	01	01	00
The woll yarne wheles & cards	06	07	00
The potts Copper & hakes	03	00	00
The darke Lanthorne & tunell	00	02	06
The gunes & swords	02	18	00
The fring pan tongs sisers & drawinge knife	00	07	06
The erthen potts & salt seller	00	01	08
The bookes & broadcloth	02	05	00
The Cattell and swine	49	00	00
The Cart & wheeles boxes chaines yokes ringe and hookes and staples & plow wth irons to the same	05	08	00
The Corne hay & coate	13	00	00
	<hr/>		
Suma	181	14	06

EASTHAMPTON febr: 5th 1660.

Book 2, page 85.—At the court of Election Mr John Mulford and Mr Tho: Baker and Mr Ror Bond are chosen Magistrates, Ben: Price Recorder and Jeremy mechem cunstabell, and Thomas Talmage beinge chosen Lifestenant by the band of the soldiars is confirmed by this court, and Thomas Chatfield Sariant.

Book 2, page 86.—John Hand owned before the Magistrates that hee sould his dog to the Indians wch dog did much hurt in killinge lambs while the Indians had him

FFEBR 5 60.

It is ordered that there shalbe home lotts layd out to frunt

against Isacke Hedges lott and soe up to the woodland plaine till they come to the reare of the additions and then a double rowe to be 16 pole wide and 60 longe.—[Crossed in original]

FFEBR 5 16.

Book 2, page 85.—Beniamine Price hath changed 5 ackers and an halfe of land on the millplaine wth Stephen hand for his woodland division beinge 6 ackers and halfe more or lesse and the sd Stephen is to have the fence belonginge to the same at the reare of John Millers addition.

EASTHAMPTON febr 5th 1660.

Book 2, page 94.—Mr Thomas James plt hath entred an accon of Defamacon against Nathan Birdsall and his wife Defts. anb 30£ Damage

The verdict of the Jury in the case betwne Mr Thomas James plt. and Nathan Birdsall and his wife defts we find for the plt Ten pounds Damage and Court Charges.

Mr Thomas James plt hath entred an accon of trespas against Nathan Birdsall Defts. and twenty shillings Damages.

EASTHAMPTON febr. 5 1660.

Book 2, page 135.—The will of John Hand deceased proved in Court by Mr Thomas James and Mr John Mulford whom hee appointed to be overseers of his will, and Mr John Mulford and and Thomas Talmage beinge thereunto appointed tooke an Inventory of the goods and is here inserted.

FFEBR 15 60.

Book 2, page 86.—It is agreed yt Andrew Miller may buy the lott yt was Cirtlands if hee can and fence the way that is

now laid out and at the end of 3 yeares to lay out a hie way betwene goodman Garleckes lot and yt—[Crossed in original.]

EASTHAMPTON febr: 15th: 1660.

BOOK 2, page 133.—Beniamine Price saith that hee heard John Cirtland say when meantaquit was to be bought that he had land enough and that he would not ioyne in the purchase

Thomas Tomson affirmeth the same

Ric: Straton affirmeth the same

John Miller Testifieth yt hee heard John Cirtland deney to Joyne in the purchase of Meantaquit.

MARCH 11th 1660.

BOOK 2, page 144.—Robert Dayton plt entreth an accon of trespas on the Case against Mary Davis wife of ffulke Davis of Northampton for molestinge of some pte of his estate lieinge in the hands of the Revrend Pastor Younge of Southould, and n soe doeinge hath forfeiter or at lest violated abond wherein she was bound to stand to the arbitracon of five men, wch later clase Mr Thomas Baker Joyneth wth the other as plts.

The Magistrates have entred an accon against William Edwards Nathaniell floser in an accon of the case for makeinge a bargaine contrary to an order of the towne by wch cause great damage may redowne to this litle comon welth or towne in wch we are

MARCH 21 60.

BOOK 2, page 86.—Will Hedges and will Barnes are to view the fence for this yeare

BOOK 2, page 144.—Know all men by these prsence yt

whereas there hath beene a difference betweene Mr Thomas Baker and Robert Dayton the one party and Mary Davis the wife of ffulke Davis the other party about an estate that was left by James Haynes the former husband or Ralph Dayton her second husband doe by these prsence remise release and for ever quit claime each other of and from all and all manner of suits accon executions bonds bills and specially debts and demands what soever and doe herby bind our selves our heyers and all our children executors and assignes in the penall sum of one hundred pounds never to molest or trouble each other for in or about any matter or thinge that is past from the be-gininge of the world to this prsent date and the sd Mary Davis doe by these engage that her husband and her sonn John Haynes shall the first oportunity that there are prsented subscribe hereunto: In witness whereof we the above named have interchangably sett to our hands the one and twentieth Day of March, 1660.

THO: BACKER

ROBERT R. D DAYTONS marke

MARY I DAVIS marke

witnesse

John I-I-I Mulfords marke

Ben: Price.

APRILL 2d 61.

BOOK 2, page 86.—It is ordered that evry man shall give in his estate for the ministers rate wthin three dayes after notice to the men appointed and whoe so shall neglect shall forfeit 5s.

JULY 4th 1661.

BOOK 2, page 143.—whereas there hath formerly bene a bargaine or contract betwne ffulke Davis the one party and

Nathan Birdsall the other party about a house and a parcell of land the said Nathan Birdsall doth hereby Disclaime all his right titell or intrest in the same and doth hereby ingage that neither he nor any other for by or under him or in his behalfe or in the behalfe of his heyeres executors or assignes shall for ever lay claime to the foresd house or land or any parte thereof witnes my hand nathan b'irdsal

Book 2, page 139.—Beniamine Price marked a mare colt of arther Howells wth a slit in ye nere eare haveinge a bald face beinge a bay mare colt that had a long star in the fore head and an E on the far buttocke and the nere foote behind white. July 10 1661 witness Jer: Mechem & George Miller the same mares colt marked July 10: 62 in prsence of the same men by me Ben: Price Recorder beinge a mare colt wth a long sorel white downe the forehead:

JULY 11th 1661.

Book 2, page 86.—It is ordered that there shalbe noe improvement made of any land within the fence at the end of mens lotts next the beach by mowinge or otherwise

Book 2, page 139.—Beniamine Price marked a horse colt of Mr Howells wth a slit in ye nere eare beinge the gray mares colt caled the ablinge mare slit in the nere eare and an E on nere shoulder witness John and Stephen Osburnes. August 2 1661

AUGUST 27 1661.

Book 2, page 86.—John Hand owned before the magistrates that he did whip his horse out of the pound.

Andrew Miller John Miller and the wife of william Mulford did here John Hand say that he had hired comonage at Meantquit and would doe soe agen:

SEPTEMBER 2 1661.

It is agreed upon that Thomas Talmage shall have the ten ackers that was laid out for the windmill in exchange of ten ackers that was laid out Eastwrrd for him.

SEPTEMBER 2 1661.

Book 2, page 87.—It is ordered and Joyntly agreed yt by us at a full towne meetinge, that all the Cattell that goe at Meantaquit shall pay a rate of ten pounds in the whole yearly untill the purchase is payd, and this ten pounds to be devided to every already accepted inhabitant except John Cirtlands lot whoe refused to have any share in the purchase thereof and the accepted inhabitants aforesaid are to beare their equall share in purchase, and also that noe parson shall at any tyme bringe in to Comon or pasture neither directly nor indirectly any cattell or horses of any foriner unles it be milch cows or oxen vpon penalty of payinge a fine of thirty pounds and stand to the Censure of the Court.

SEPTEMBER 23th 1661:

It is ordered that every man shall take his turne to keepe the drie cattell on Meantaquit and every one to warne his next neighbours before hee him selfe goes and whosoever shall neglect to keepe when his turne comes shall pay 5s to his next neighbour and hee shall keepe them 2 dayes.

It is allsoe agreed by the owners of the sheep that hee that letts his ram goe a day wth the flocke till it be don wth a Joynt consent shall pay 5s

OCTOBER 15th 1661.

Thomas Chatfield John Stratton and Jeremy Mechem are chosen by the towne to make orders for the good of the towne

for this present yeare or leavine of rates and doeing or cause to be donne of any publicke worke that they or ye maior part of them apprhend to be for the good of the whole

OCTOBER 18th 1661.

Book 2, page 139.—John white iunior marked a mare colt wth a hapeny vnder the rite eare it haveinge a smale star in the fore head and the mare a blacke mar wth one foote white behind and a litle white in the forehead and a hapeny under the left eare and another above and brand wth J. C. on the right shoulder

NOVEMBER 14th.

Book 2, page 87.—It is ordered yt all the meadow at Napeage undevide shalbe comon for the supply of the Inhabitants that have meadowe already allotted out to them Andrew miller is to have one daye mowinge there.

NOVEMBER 15 1661.

Book 2, page 88.—John Straton hath exchanged his second Division in accobannock in the great Meadow wth George Miller ffor his second Division in the said meadow:

William Edwards hath exchanged his meadow in the Nor-west meadow wth Jeremy Mechem for his lott in the nor-west Meadow and his necke lott at the fierplace. Jeremy Mechem gives two divisions for one.

NOVEMBER 19th 1661.

It is ordered that that land beyond Nathaniell fosters home lott shalbe laid out in 6 ackers home lotts soe far as it will beare to run the whole length from the frunt to the swamp.

It is agreed that Isacke hedges house lott shall be the first of that west side and lie the side & end to the streets and whoesoever falls out to have that that hee hath stubed shall stub as much for him.

DECEMBER 1, 1661.

Book 2, page 88.—It is ordered that the order of house lotts shalbe altered from the former forme for to run a dubell range and a crose street at the reare of the additions

It is agreed yt Jeremiah Concolinge shall have the next lott but one to Nath: ffoster:

It is agreed that the hie way by the widdowe hands lott shalbe laid upen by the first of May next.

DECEMBER 11th 1661.

John miller hath exchanged his addition wth John Hand for his Six acker home lott adioyninge to Isack Hedges home lott.

Book 2, page 139 —John White iunior marked a mare colt wth a hapeny under the rite eare beinge a browne colt and the mare a blacke some what brownish browne about the mouth and J C on the far shoulder and a hapeny vnder the nere eare and another above, December 25th 2661.

FFEBR 4th 1661.

Book 2, page 88.—at the Court of Election Mr John Mulford and Mr Thomas Baker and Mr Robert Bond are chosen magistrates. and Robert Dayton cunstabell, Beniamine Price, Recorder.

John Miller and william Mulford have exchanged their second home lotts.

Mr Bond Mr Mulford and John Straton are chosen to end

the controvsie betwne mr Gardiner and William Edwards Beniamine Price about the land at the reare of the additions.

It is ordered yt the Damage donn to goodman Price in the East plaine shalbe paid by the Cunstabell of the townes account.

FFEBR. 11 61.

BOOK 2 page 89.—It is ordered that Mr James and Mr Gardiner shall have all the whales that are cast vp vpon meantaquit for the space of Seaven yeares to their owne ppr use.

FEBR. 24th 1661.

It is ordered that Mr Gardider shall have the humocke adioyninge to his meadow at the Northend of hooke pond provided he alow the towne a hie way through it where it may be convenient for foote horse and Carte vpon this consideracon that Beniamine Price and hee doe agree.

EASTHAMPTON March 11th 166½.

BOOK 2,, page 131.—John Copper iunior hath entred an accon of trespas of the case agt John Howell Concerning wronge donne to him by Rateinge.

This case beinge to be tried John Howell refusinge to answer and the Court desiringe his reasons wch being declared this Court did not iudge them suficient to Defer the matter.

Vpon further Consideracon the Court sees causes to refer this case above writen to our Court houlden here the first tuesday in June:

MARCH 11th 166½.

John Cooper declaringe that he was sumoned here to ap-

pear to answer Samuell Dayton he Declared himselfe ready to answer and the plt not there to psecute:

APRILL 19th 1662.

Book 2, page 172.—The last will and Testament of Nathaniell Street whoe Departed this life soone after yet then beinge apprehended in his pfect sences declared by him he said that hee willed all his estate to be Carefully prserved aad sent to his ffather and said yt he would leave all to him to Dispose of it as his said ffather should see Cause, to his owne Brother & sisters and further said that one was well pvided for yet left it to his father to doe what hee see good.

THO: BACKER
LION GARDINER
JOANNA PARSONS.

this hee did Declare in the
prsence of us deliveringe
his key and writings }

APRILL 30th 1662.

Book 2, page 89.—It is fully agreed that all cattell except such oxen as men keepe for worke and coves that goe before the keeper for milke shall pay the Charge of the herdinge at meantaquit, but in case any coves goe at meantaquit for a time and brought away before halfe the time of the milch heard be out, then they to pay all the time in the milch heard but if they stay halfe the time then to pay halfe at meantaquit and halfe to the cow heard

Book 2, page 165.—Not dated:—haveinge attached the whale coast soe far as consernes John wolly part we whose names are underwritten Doe bind our selves in a bond of Eight pounds to cleare our Dues and Demands that we have

attached them for in convenient tyme to him or his assignes upon legall Demand witness our hands

THOMAS OSBORNE
JOHN OSBORNE (sig)

these with the Consent of the rest of the whalemén.

LOOSE LEAF 13, 28.—To all, Christian people to whome these presents may come witnessing That I John Cooper Junr of Southampton on Long Iland in New England for valuable Consideration have bargained sett over and sould and doe by these presents, bargaine set over and sell unto Richard Shawe of Easthampton the Messuage or tenement which I purchased or peured of John Kirtland sometime of Easthampton: which Messuage is situate in the said Easthampton: Alsoe I hereby sell and make over unto him the said Richard: all ye land both vpland and Meadow with all the fenceinge and all the Comodities and priveledges that doe belonge unto the said allotmt or hereafter may thereunto belonge: And I doe hereby give and Deliver vnto him the said Richard Shaw full and quiet possession and seizen of the said tenement and accomodations, And doe hereby assure the same unto him the said Richard his heires Execentrs Administratrs: and Assignes, from mee my heyres and Assignes or any that shall lay claime thereunto or any part thereof by from or under mee or in my name, witness my hand this 8th of May 1662.

JOHN COOPER Junir

Signed & Delivered
I prsence of us

HAMPTON

Book 2, page 2.—Cunstable whereas ye pticuler Court held at Southampto January have ordered John

Cooper to pay vnto Rich Benett for his service
 These are therefore in his Mts name require you to
 make discent vpon ye estate of Jo Coper as may
 satyfie the sd Judmt wherein you are to observe ye order of
 ye Colony in prizinge the state Distrayned and if there be any
 over plus your owne iust ffees and i twelve pence for the exe-
 cution beinge first payd you are to returne the Remynder to
 the owner and for soe doinge this is your warrent.—[De-
 faced.

MAY 16th 1662.

Book 2, page 2, of torn leaf, index end.—An agreement
 made betwene John Hand Stephen Hand and Isack Hedges,
 and the townesmen wth the assistance of the magistrats and
 most of the Inhabitants thet is to say that the three men first
 above named shall well and faithfully keepe the drie heard at
 Meantaquit both great Cattell & calves for the sune ofetwen-
 ty shillings a weeke to be payd in wheat at 5s pr bushell or
 corne at 4s pr bushell half one half the other or beefe or porke
 at price Currant or Cattell as Indiffrent men shall prise them
 from the day of the date here of till a month after Miheltide.

In Confirmacon where of we have here vnto sett our hands

JOHN HAND

ISACK HEDGES I mark

STEEVEN HAND

THO BACKER

JOHN STRETTON

THOMAS CHATFEILD

JEREMIAH I MECHEMS marke

JULY 10th 62.

Book 2, page 89.—It is agreed yt ye oxen shalbe kept wth
 the fence the next second day come senit by turnes by the

master of the family or a sufficient man a day for 2 oxen round the towne and then a day when they yt have 4 & if any man lose ym he shall spend ye next a day carefully to loke ym up vpon penalty of paying 5s for evry.—[Crossed in original.]

JULY 11 62.

It is agreed that none shall mowe the wast or comon meadow at napeage before the ffifteenth day of August and this order to stand from yeare to yeare unlese the towne se cause to alter it & to goe but one for a family & not to mow be fore sunn upp:

JULY 17th 1662.

BOOK 2, page 164.—Arthur Howell hath marked a mare and colt for his daughter Elizabeth beinge grandaughter to Lion Gardiner wth E-H on the right Buttocke the mare beinge a dunn Mare wth black list downe the backe, and an E on the neere shoulder wth a litell longe white downe her nose as a strooke wth a chalke, and a white spot upon her vperlip haveing before a slit in the neere eare and now the fore part cut of, and soe the colt beinge a horse colt hath the same eare marke, and brandmarke, wth a bigger long white in the face.

AUGUST 12: 62.

BOOK 2, page 89.—It is ordered yt Nathaniell Bishop shall viewe the Chimnies and see yt men havø laders accordinge to former orders to that purpose the laders to be sufficient by the last of September next, and soe his next neighbours to take his place the next yeare:

AUGUST 27th 62.

Book 2, page 164.—Joseph ffoster marked a horse colt of his owne haveinge fower white feet wth a crop on the nere eare and a slope on the hinderpart of the same, the mare beinge black wth a long star in the face and J C on the neere buttocke the far foote behind white & cropt on both eares & a slit in the nere eare:

AUGUST 27th 62.

John Cooper marked a mare colt of the widow Whites wth a hapeny under the off eare haveing the neere foote behind white & a long star in the face the mare a black one both eare eropt and a slit in the nere eare:

AUGUST 27th 62.

John Cooper marked a mare colt of Mr ffordhams wth a crop in the off eare and a slit in the same the mare beinge gray wth the same eare marke (to these 3 above written witness Stephen Osburne mores Tomson).

SEPTEMBER 15th 1672.

Book 2, page 134.—This writinge witnesseth A bargaine or trucke betwne John Miller of Easthampton the one party, and Roger Smith of the place aforesd the other party, that is to say that the sd John Miller hath sould vnto the sd Roger Smith his house and home lott in Easthampton aforesd lieinge next to the sd Roger Smiths house lott for and in Consideration of the sume of fflowertene 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: one barrell of Oyle if it Comes, ells Corne or other Merchantable pay all wch is to be

payd at or betore the last of march wch 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 Sumer out of the sd Rogers Sheepe; it is alsoe agreed that the sd John Millers Calves shall goe in the lott till the 25th of December next: in wisse whereof each party hath sett to our hands the day & yeare above writen

JOHN MILLER

ROGER & SMITHES marke

witnesse

Ben: Price

Mary Price

NOVEMBER 17th.

Book 2, page 134.—this bill is all paid by Roger Smith witnesse Ben: Price Recorder.

SEPTEMBER 20th 62.

Book 2, page 164.—Goody white marked a mare colt wth a hapeny under the offe eare havinge a litel star in the face: beinge the blackmares colt that hath a hapeny under the nere eare and another before the eare and the nere foote behind the white witnesse Jeremy Mechem & George Miller.

SEPTEMBER 24th 62.

John Chatfield marked a horse colt wth two slits in the offe eare beinge a great browne mares bay colt that had a crop on the neere eare & a hapeny vnder the same, and two slits in offe eare witneese Robert Dayton and Richard Post;

Book 2, page 130.—At a Session of the genll Assembly at Hartford October 9th 1662.

This Court doth establish in full force & vertue all the Lawes & orders of this Colony formerly made & published unless any be repugnant to the Tenor of our Charter:

This Court doth Establish all Cunstabels wth all other officers Civil & Militery in their Respective places in as full power as formerly.

This Assembly Doth order yt for the future such as desier to be admitted freemen in this Corporation shall present themselves wth a Certificate under the hands of the maior parte of the Townesmen where they live that they are persons of a Civil peaceable & honest Conversacon according as our Royall Soveraignes will is his subiects should Demeane themselves: And the persons prsentinge themselves are of the age of 21 yeares and have 20£ estate beside their persons in the Comon list, And that such persons soe Qualified to ye Courts approbacon shalbe prsented at ye Court in October yearly or at some deiourned Court and to be admited at the Generall Session in May ensuinge. And if any freeman shall Comit any scandelous offence he shalbe disfranchized by any of our Civil Courts: This Court doth order that each Towne in this Colony shall chose an abell Inhabitant to the office of packer whoe shall pack and repack all meat transported out the towne where hee lives And each Packer shall have an oath administered vnto him for the faithfull discharge of his office. And any Magistrate or Comissioner is hereby Authorized to administer ye sd oath and he is to have 8d for each barrell Packed or repacked and he is to fixe a seale vpon each barrell wth these letters C R

It is ordered yt if any person shall transport or send away any hides raw or taned or Tallow out of this Collony he shall forfeit the said hides or Tallow or the value thereof the one third part to the Complayner the rest to the publike Treasury.

It is ordered that none shall have liberty to retaile any wine

of liquors of any sort wth out a Licence from ye generall Court vpon penalty of 2s for every Defalt

It is ordered yt each Towne in the Colony shall pvide amongst them selves one sufficient Inhabitant to keepe an Ordinary for pvision & lodginge in some Comfortable maner yt passengers or strangers know where to resort and such inhabitants as by the severall townes shalbe chosen for the sd service shalbe presented to two Magistrates that they may be iudged meet for yt imployment & this to be attended by the severall townes wth in a month under the penalty of forty shillings a month yt eyther towne shall neglect ye same.

Whereas Divers persons Depart from amongst us and take up their abroad wth the Indians in a ppane course of life for prventinge whereof, It is ordered yt whatsoever parson or parsons that now inhabiteth or shall inhabit wth in this Jurisdiction and shall Depart from us and setell or Joyne wth the Indians that they shall Suffer three yeares imprisomment at least in the house of Correction and vndergoe such further sensure by fine or Corporall punishment as the perticuler Court shall Judge meet to inflict in such Cases.

Comissioners Oath.

You doe sweare by the great & dreadfull name of the Everlastinge god that for Yeare Ensuinge & vntill a new be chosen you shal faithfully discharge the place & office you are Chosen vnto accordinge to the extent of your Comisson soe helpe you god in our Lord Jesus

extracted out of the Court Records and sealed by order pr Daniell Clark Secry

It is ordered yt the Townes on Long Iland shall attend the rule of Ratinge established by order of the Court and yearly observed in the plantacons on ye mayne.

DANL: CLARK Secry.

OCTOBER 28th 62.

Book 2, page 89.—Mr John Mulford Thomas Tomson and Richard Stratton Mr Gardiner & Stephen Osborne are Chosen Townes men for the yeare ensuinge to act as the last Townes men did in page 87. Rob Dayton is chosen in Mr Mulfords roome March 9th

NOVEMBER 7 62.

Book 2, page 131.—Upon Serious consideracon and tedious debate it is at last agreed that John Osburne & Stephen Osburne shall have eight pound for keepinge the two ould hounds a yeare and they doe hereby in gage to keepe them well and they are to have a house built at the end of John Osburnes barne and this to be borne by the whole towne except those that have pupies and at the yeares end John Osburne Doth hereby promise to pay for the house what 2 indifrent shall Judge it be worth. this to be borne by all rateabl cattell except horses that men keepe for worke, to be paid in Indian corne at 4s a bushell.

NOVEMBER 14th 62.

Book 2, page 163.—George Miller marked a horse colt of widow whites wth a hapeny vnder the off eare and J C on the off shoulder it had a mealy nose and a few white heaiers in the forehead beinge a brown bay mares colt that had a hapeny under and another above the nere eare and J C on the off shoulder witnessse Jeremy Mechem and Ben: Price.

NOVEMBER 14th 1662.

Book 2, page 90.—It is ordered that there shalbe a three raile fence rune from the beach at the farther end of the East plaine and soe to take in the whole Division of woodland and

soe to run to the harbor fence at the swamp, wch is to be borne by the whole Division of woodland the addition land behind hooke pond, and the plaines land behind goodm'a Osburnes that the Indians planted, wch is forth wth to be divided to evry man pportionabelly: this to be donn by the 12 of June

NOVEMBER 29th 62.

PAGE 90.—It is Joyntly & fully agreed that Mr Tho Backer Mr Tho James Mr Lion Gardiner Mr Rob: Bond Mr Jonn Mulford Tho: Tomson & Tho Chatfield shal goe to Southampton the next second day to Compound a difference betwene us and Capt John Scott Esq and mr John Ogden about Meantacut and doe hereby engage to ratifie and confirme what our Comitte shall conclude upon and alsoe wee doe impower this this our comitte to Joyne wth Southampton & Southold about a patten graunt.

BOOK 2, page 133.—The old Suncks squa being enquired into the age of her sonn what age he was when he died she answered Twenty Two; being asked how old last yeare when the deed of gift was made of the land at Meantacut, she answered twenty one in prsence of vs Lion Gardiner Thomas James Richard Shaw this first of December 1662 we say in prsence of vs

LION GARDINER
THOMAS JAMES
RICHARD SHAW

DECEMBER 15th 1662.

BOOK 2, page 163.—George Miller marked a horse coult of Richard Howells with three slitts under the nere eare beinge

the old blackmares colt with a smale star in the face witnesse John Cooper & Ben: Price.

JANUARY 7th 1662.

BOOK 2, page 90.—It is agreed that the Cunstabell shall take the first oportunity to send an answer to the tresurer of his note that we reseved 3d day of January we resevinge noe warrant.

JANUARY 7th 62.

It is ordered and agreed yt for the cutinge out of whales after ane more is cut by the North end that then the towne shalbe divided as followeth in to three parts: a 11 is a Company the division to be betwne will. Edwards & Ben: Price and William ffithin and Rich Stratton: and betwnee Mr Bond and Tho: Talmage and Mr James & Mr Gardiner; the overseers for the south end is Tho: Osburne & Jer: Meachem and for the midele John Osburne & Tho: Chatfield for the North-end Samuell Parsons & John Miller, and (it is fully agreed that Mr James & Mr Gardiner shall give A quart of licker a peece to the cuters of every whale & be free from cutinge) and the overseers shall call out their Company and if any man be not to be found the overseers shall call some other man and the other that should have cut shall satisfie him what that company shall iudge meet and whoe soever shall not doe his labor sufficiently shalbe iudged by his company.—[In () crossed in original.]

EASTHAMPTON January 14th 62.

BOOK 2, page 2.—I the Suncks Squa wth my sonne Wain-combone did ye last yeare send Checanow and Tobis to lay

out John Coppers bounds on the beach wth the Consent of Mr Lion Gardiner and his sonn David Gardiner beinge then present at at Easthampton & I the Suncks Squa have donn the same again now this winter and what whales doe come a shore upon that tractt of ground wch was formerly sould to John Copper I doe expect my pay from him accordinge to Covenant and as the bounds was then and now again laid out soe it was alwayes by us intended that there should be noe vacancie or empty place betwne John Copper & Anthony Waters.

the SUNCKS & SQUAS marke
LION GARDINER

witnesse

Ben: Price

Humphry Hues

FFEBRY. 3d 1662.

Book 2, page 91.—John Osburne is chosen Cunstabell and Beniamine Price Recorder Mr Thomas Backer Mr Robert Bond & Mr John Mulford are Chosen Magistrats.

It is agreed yt goodman Garlicke shall have is land that was laid out for him at the harbor wthin the fence Eastward ioyninge to the other lotts if it map be he laying downe the rest at the harbor.

It is ordered that John Hand shall have 4 ackers of land in some convenient place that may not piudice the towne in lew of the hieway adioyning to his lott ; if two ackers be neyther at the side nor neare to be had and him to fence his owne lott.

It is agreed by the owners of the mill that the charge for the keepinge of the mill shalbe borne by heads from 3 yaarold and upwards

It is alsoe further agreed that for this yeare Mr Backer shall

have seven pounds for this yeare for tendinge the mill and maintayninge the runninge geares that is coggs and rounds and that noe man shall grind for strangers but they shall give account to Mr Backer and if he shall see need to repaier any thinge to a days worke or lese he is to doe it or gett it donne and sett it to account and if more need be to Declare it to the townes men, and the halfe pay to be in march

FFEBR 5th 1662.

BOOK 2, page 163.—Beniamine Price marked a gray mare of Mr Jonathan Tinge wth a P on the neere shoulder that had a litell slit in the off eare wch he bought of Tho Halsee of Southampton.

FFEBR 27th 6 $\frac{3}{4}$.

BOOK 2, page 64.—Richard Benett hath entred an accon of slander against Nath ffoster in sayinge that he the sd Richard Benett was drunke at goodman Garlicks :

This accon being examined the sensure is that the plt shall bere the Charges :

MARCH 2 6 $\frac{3}{4}$.

BOOK 2, page 91.—It is ordered that noe Indian sball come to towne in to the street after sufficient notice upon penalty of paying 5s or be whiped untill they be free of the small poxe ; but that they may come where they have corne on the back side and call ; and if any English or Indian servant shall goe to their wigams they shall suffer the same punishment.

It is ordered yt the land by the west end of hooke pond shalbe laid out in to proprieties and to be given vp againe by the maior voate if the Towne see cause to make use of it their crop being off Joshur Garlickes pportion of this land above sd

to lie to his land that is to be laid out, and Stephen Hand to have his part adioyninge to his house lott: Tho: Osborne Se: to have his share on the flank of his addition: Tho Tomson to have his part where the windmill stod

MARCH 9th 6 $\frac{2}{3}$.

the lotts shalbe gin at the Southeast corner next the beach. Tho. Chatfield to have his share at the reare of his second house lott. Stephen Osborne to have his share at the end of his lott there and in case the Towne hits it up againe those above named to have the lesse in the next Division

MARCH 19th 166 $\frac{2}{3}$.

Book 2, page 91.—It is ordered that whosoever shalbe chosen as townesmen and shall refuse to serve he shall forfeit 20s to the use of the towne and he that shall neglect his place and duty shalbe sensured by the maior part of his fellowes accordinge to their discreessn

EASTHAMPTON April 3d 63.

Book 2, page 154.—Know all men by these prsence yt I Joseph Hand have received of william Simons the full payment for a peece of land I sold him in witnesse hereof I sett to my hand

JOSEPH HAND.

witnesse

Nathan Birdsall

JUNE 1st 1663.

Book 2, page 92.—It is Jointly agreed that the Cunstable shall not gather the Cuntry rate till he hath order from the

towne soe to doe and doe hereby iointly ingage to beare the Cunstable harmelese herein.

JUNE 3 63.

BOOK 2, page 163.—John Cooper marked a horse Colt wth a hole in the off eare and a nicke under the same the far foote behind white being a bay mars colt wth a star in the forehead & a hapeny under the neere eare and I C on the neere buttocke: witnesse Jer: Mechem & Ben: Price:

John Cooper marked a mare colt wth a hapeny under the neere eare and a crop on the off eare haveinge a star in the forehead: the mare browne wth a hapeny under the neere eare & the off eare cropt wth a star in the forehead I C on the neere shoulder witnesse Jer: Mechem & Ben: Price

JUNE 16 63.

BOOK 2, page 92.—It is ordered that whatsoever Damage shalbe Donne to our Cattell by the Indians shalbe borne by the whole towne and all Charges for Recovry of Just satisfacon.

JULY 10th 63.

BOOK 2, page 128.—Mr John Mulford plt hath entred an accon of the Case against John Genings Deft. for abusinge of his Daughter Hanna by words and actions and my selfe.

John Miller plt hath entred an accon of the Case agt Joseph Hand deft for false charginge and Defamacon.

in the accon above writen betwne mr John Mulford plt and John Genings Deft the Jury finds for the plt. and the Court awards mr Mulford 5£ and Court Charges.

In the accon above writen betwne Mr. John Miller plt and Joseph Hand Deft. the Jury finds for the plt 5s Damages and court charges,

JULY 12 62.

Book 2, page 163.—Sorobabell Phillips marked a 3 yearold horse wth a hapeny under the off eare and I C on the far shoulder being a blackish browne and sould it prsently to Isacke hedges brought up by Jeremy Mechem & George Miller

AUGUST 6 63.

Jeremy Mechem marked a horse colt of John Cooppers wth a hole in the neere eare and a nike in the neere eare haveinge a star in the forehead and the two hinde feete white: the mare a great dunnish color haveinge a hapeny under the neere eare and a litoll white in the forehead I C on the neere thigh & G on the neere buttocke

AUGUST 27th 63.

Ben: Price marked a horse colt of Mr Jonathan Tings wth two hapenys under the neere eare that came of the mare that he bought of Ben. Price. witnessse John Miller

Book 2, page 153.—I william Tomson Inhabitant of this towne of Newlondon doe Ingage to pay unto Thomas Diament Inhabitant of long Iland the sume of thirty one pound in the towne of Newlondon at or before the midle of may next ensuing the Day of the Date hereof in goods at provission price and I Robert Loveland Inhabitant of the same towne doe Ingage that the sd william Tomson shall pforme the same and in default thereof I doe Ingage to pforme it In witnessse whereof we have here unto sett our hands Dated Newlondon the 14th Day of September 1663.

WM TOMSON
ROBERT LOVELAND.

Witnessse by us

Barnabas Chansey

Eliezer Tomson

A true Coppie p me from the originall
BEN PRICE Recorder

SEPTEMBER 17: 63.

Book 2, page 163.—Clement Brigs marked a mare colt of Richard Smiths wth two slits in the lower side of the offe eare & a litell starr in the forhead beinge a gray mars colt cropt of both eares and a slit in the off eare and a hapeny vnder the nere eare and R on the nere butocke witnese Georg Miller & Joseph hand.

SEPTEMBER 26th 63.

Book 2, page 92.—It is ordered that there shall 12 men goe to Meantaquit to make a yard to put up the drie Cattell a nights the next second day and 2 to make a shelter for the keepers: and John Straton and Tho: Talmage shall begin to drive and keepe them till they by the next two shalbe relived wch shalbe a tusday about sunn sett and soe evry two men shall keep 2 days & 2 nights and goodman Meachem shall over see the worke and men that they doe their labor diligently wch if any neglect he shalbe censured by his overseer and company: and whoesoever shall not pforme his duty accordinge to this order shall pay 5s and he that refuseth to goe when his turne comes shall pay 10s and answer his tyme besides and evry man or men shall warne the next 2 to goe before they goe them selves: and when there is more cattell to be driven one of them that are to goe shall drive them and be paid for his tyme.

for as much as the Meantaquit Indians did send us word yt if we did mow any hay at Meantaquit they would burne it It is therefore with a Joint consent agreed that 2 men shall goe thither to mow make and sett up some hay and if it come to any damage by the sd Indians, the towne will psecute to recover their Damage and maintaine their Right as alsoe if any pticuler man shall mowe for him selfe there.

NOVEMBER 23th 63.

At a towne meetinge Mr Backer Mr James Mr Mulford Mr Bond Mr Chatfild are chosen & impowred to Joyne wth Southampton & Southold Comittees to purchase the writings of Capt Scott: and if they see Cause to establish Lawes for settling a govrment amongst vs and what our Committee or the Maior parte of them shall doe herein we ingage our selves to stand vnto:

Book A, page 155½.—Know all men Whome these presents May concerne that I John Hand of Easthampton on Long Iland in America Planter for Divers good Couses and Considerations Me hereunto Moving Have and by these presents doe Alinat Bargain and sell unto Richerd Smith of Southampton all that my Now Dwelling House and Whome Lott Lying and being in Easthampton afforesaid with all other My Right and priviledg now in Easthampton by any Bargain or Contract made to me the said John Hand by Charles Barnes Late of Easthampton or by any gift Grant or any other Contract whatsoever had or made to me In Easthampton (only foure Acres of Land lying and being in the little plaines belonging unto the said easthampton) to nim the said Richerd Smith his Heires and Assignes for ever to have and to hold Peaceably and quietly to Enjoy poses and to use from any Lett Hindrance or Molestation Whatsoever from me the said John Hand My Heires Assignes or any other by from or under Me Directly or Indirectly In Witnes whereof I have herevnto sett my hand this 23d day of November 1663

JOHN HAND.

Signed and delivered
In the presents of us
Henry Peirson
John Laughton

The above written
Is a true Coppie Com-
pared with the Originall

Deed of Sale and Extracted there from
pr THOMAS CHATFIELD Recordr

BOOK 2, page 156.—Know all Men by these presents that I John Hand doe by these presents bind my selfe and My Assignes to quit and Discharge Richerd Smith and his Assignes of and from any Rate or tax whatso ever Due from the Land of the said John Hand lying and being In Easthampton from the begining of time untill this present Day of the Date hereof and also do affirm that I have not any time before this present day sould nor by any other manner of way disposed of any part or parcell of my Land I had In Easthampton as witnes my hand this 23d of November 1663 Memorandum the meaning of the abovesaid all Rates and taxes is Country Rates and Ministers Rates and Towne Rates

JOHN HAND.

Sighned and Delivered

In presents of vs

Henry Peirson

John Laughton

The above Written Is a true Coppie Compared with the originall & Extracted therefrom pr

THOMAS CHATFIELD Recordr

DECEMBER 3d 1663.

BOOK 2, page 3.—Received of John Hand in full of all former accounts Debts dues or Demands whatsoever from the begining of tyme untill the Day of the Date hereof the full & Just sume of three pounds ten shillings fower pence sterlinge I say soe Receved pr me—a true Coppie pr me Ben: Price Recorder.

WILLIAM EDWARDS.

DECEMBER 7th 1663.

BOOK B, page 31.—Be it knowne unto all men by these prsence that I John Hand late of Easthampton vpon Long Island In Consideracon of the followinge Conditions Doe Discharge Disclaime or acquit all Right title Claimes interest wch

shall or should have Decended to me in houae or Land formerly sotild in Ould England At Trumbridg and Ashford in Rootam in the County of Kent by my father John Hand Deceased never by me tae sd John Hand or any other in my behalfe to be demanded or any Damage wth Respect to any Supposed Right or title to the same as an Inheritance after the Decease of my aforesd father ; or of my Mother Alice Codnor Yet surviving: And I doe further ingage and bind my selfe by these prsence in the full sume of Two hundred pound forfeiture if I shall acte in any Respect Contrary to the true intent of this agreement and I further bind my selfe in the aforesd sume to sett my hand and seale to any writings deede or deedes wherein my aforesd father or Mother have made sale of the aforesd Inheritance to any party or partyes when ever the same shalbe Required or desired of me the sd John Hand :

The Condition of this agreement is that Alice Codnor doth make over vnto the sd John her sonne all her title and Interest in the house home lott and other land or meadow left her by her deceased husband John Hand specified by his will only the sd John shall pay at her decease Seaven pounds, ffive to Stephen Hand the other Two to her Daughter Mary Barnes and the sd John Hand is not to lay any claime to the sd house and land nor to take possession of the same till the Decease of his aforesd Mother and that then the sd John Hand shal have the firme & full possession of the same without claime or molestacon from any of his Younger Brothers or sisters This Condicon not beinge pformed then this bond shal be voide

ALICE A CODNER her
marke
JOHN HAND

Witnesse

Tho: James

Tho: Diament

A true Coppie pr me
of the agreement Ben: Price Recorder.

EASTHAMPTON 9th December 63.

BOOK 2, page 128.—John woodroff iunior plt hath entred an accon of the Case against George miller Deft for fraudulent dealinge in sellinge an unsound horse for a sound one to to the plts great Damage.

The Court awards evry man employed in this purchased Court 2s a peece

The verdict of the Jury in the accon above written whein John woodroffe p't against George Miller Deft: we find for the plt Court Charges And the Court awards the plt five pounds Damage from ye Deft: or the Defts to take his horse againe.

The Defts George Miller in the accon above written hath appealed to the Generall Court at Hartford in May nex and binds himselfe in a bond of thirty pounds sterlinge to psecute his appeale and John woodroff engageth in the same sume to aaswer him there. This bond is voide for the parties have agreed Decem: 14 63.

Beniamine hand sould to his Brother Shangar Hand a black horse about six yeares of age: his naturall marke is a star in the forehead marked with a hole in ye neare eare Brand marked with ye letter T on ye neare thigh toward ye heep and with a O B on the ofe buttock.

JANUARY 4th 1663.

BOOK 2, page 160.—Arther Howell marked a horse colt wth a slit in the neere eare and E on the off buttock having a large Starr in the face the mare a browne bay wth a slit in the neere eare E on the off buttock and a litell starr: witnesse Ben: Price and Thomas Rose.

Beniamine Price marked a gray mare of mr Jonathan Tings wth a P on the neere shoulder that he bought of Isack willman she being top cut of both eares & a slit in the off eare

and a hapeny under the same and I on the neere hip and her coult at the same tyme a gray horse marked wth two hapenyes under the neere eare and P on the neere shoulder one white foote behind January 16: 63 wisse Jeremy Mechem & George Miller.

JANUARY 28th 63.

BOOK 2, page 92.—At a towne meeting it is ordered that John Straton & Jeremy Meachem shalbe Comittees for the matter next above written instead of mr Bond & Mr Mulford to Joyne wth Mr Backer & mr James to acte wth Southampton & Southold Comittees as abovesd:—[This refers to Nov. 23 and that resolution.]

BOOK A, page 35.—This Indenture Made ye Twenty ninth of January in ye yeare of our Lord God one Thousand Six hundred sixty three and in the sixteenth yeare of ye Reigne of our sovereigne Lord King Charles the second Wineseth that I Charles Barns and son of William Barns Esquier of Eastwinch in the County of Norfolke Gentleman Do by these psents and good Considerations moving me thereunto Improve Institute and Ordaine Mary my well Beloved wife as my true and Lawfull Agent to act and do in all my Estate In England belonging to me ye Afore said Charles by will from my father or any other gift or propriaty sum or sums of money or whatsoever other Estate In goods Lands or Chattels that may be Legally ye due rite or title of me ye said Charles Either in my Native Country or in any other part of ye Christian world: And that ye Aforesaid Mary my wife shall by these presents for time to Come from the day of ye date hereof till ye day of my death and that shee live so long and have full power to make Demands receive discharge sue recover

Improve all ye Afore said Estate for ye best Advantage of me ye said Charles and ye Children Isuing from our boddys: Also I ye said Charles doe Retaine power at my death and time of departure out of this world to Dispose of what shall then be my proper Estate by will to my wife And Children According to my Discretion and ye said Mary my wife shall have ye full power to dispose and Order my Estate for our benefitt dureing ye terme of my life Acording to ye true Intent of the premises witnes my hand and seale ye day and date above written.

CHARLES BARNES (The seal)

Sealed and Confirmed

In ye psents of us
ye marke of

John III Mulford
Robert Boond

The above written deede is a true Copsy Extracted out of ye Originall deede and Compared there with pr Mee Cornelius Conkling Town Clark

FFEBR VLT.

BOOK 2, page 160.—Mr Backer marked a mare colt of Richard Hcwell wth a hapeny in the fore parte of the nere eare it having 3 slitts in the hinder part of the same eare before, and a few White heires in the forehead the mare a black wth a litell white spott in the face and a slit in the nere eare witnesse George Miller and Jer Mechem

FFEBR. 4th 63.

Book 2, page 93.—At a Towne Meetinge mr Backer mr James mr Mulford & John Straton are chosen & impowered to Joyne wth Southampton & Southold Comittees to purchase

the writings of Capt Scott and if they see cause to erect wholesome Lawes for setling a Government amongst us, and what our Committee or the maior parte of them shal doe herein we engage our selves to stand to

FEBR. 5th 63.

It is Joyntly agreed that mr Backer mr James mr Mulford mr Chatfield, Jo: Straton Tho: Talmage & Tho: Osburne iunior are hereby empowred to ishue the matter wth Capt Scott about the incumbrances betwne us and our Indians about Shinacock Indians Dept and some gratificacon in Refrence to Meantaqnit & other Lands

FFEBR. 23th 63.

Stephen Hedges is chosen Cunstable for the yeare ensuing and vntill a new be chosen:

It is ordered & agreed yt the land betwne goodman Hedges and goodman Osburnes to the plaines shalbe fenced to keepe calves and for the ordinary keeper to put Strangers horses and cattell in for his owne vse and noe other cattell what soever to be put there or goe there.

It is ordered that for the yeare ensuinge all swine found wth in the fence the owner thereof shall pay 12d halfe to him that brings them to pound and the other to the towne and the owner to pay all Damage beside and it is agreed that after the first of March come twelve month all hoggs or swine found wth out the townes ende or gott through any mans fence shall pay 12d halfe to them that bringe them to pound and the rest to the towne and that any mans hoggs maye goe before a keeper that is sufficient.—[Crossed in original]

It is ordered yt the Pounder shall goe once every weeke or more if neede requier to the plaines and bringe all Cattell or

swine that hee can finde trespassers and impound them for the satisfaccon of such damage as may appeare to begin the 24th of March next: and noe Cattell are to be kept wth in the plaines fence by any Children under age after that day above written and this order to stand in force from yeare to yeare till the towne see cause to alter it, for the accomplishment where of there shalbe an oath administred to the pounder.

Beniamine Price is chosen Recorder for this present yeare Tho Talmage Tho Osburne and Rob Dayton are chosen townes men:

Book 2, page 94.—It is Joyntly agreed that Meantacut shall pay fifty pound of the one hundred and fifty that is to purchase the patten right

It is agreed that John Parsons Richard Shaw Nathaniell ffoster & Andrew Miller shalbe accepted for halfe shares at Meantacut wth the rest of the Inhabitants.

It is agreed that whosoever shall have any of the hounds pupyes they shalbe theirs forever for the use of the towne to hunt but never to be sold out of towne wth out the townes consent and hee that keeps the bitches shall have liberty to sell them in the towne for 5s apeece and if they be sold out or towne he that keeps the bitch to have 5s of the pay and the towne the rest this to stand in force for this psent yeare

S These are to entreat you that you would give your neighbours that have horses goe wth in our fence notice that by or before the 24 of March next they fetch them out and keepe them out wch if they neglect to doe, we shalbe Constrained to doe that we are not willinge. maidston ffebr. 24th 63

Book A, page 156½.—Know all men hereby that I Richerd

Smith doe by These presents sett over and sell unto Thomas Dimeent all the houseing & fenceing Land and Accomodations whatsoever with the priviledges that doe any way there-to belong which howseing and Land &c I bought and Received of John Hand or am to have in his Intrest lying and being in Easthampton or the bounds thereof and by vertue of the above and within Mentioned writting I say I doe herby Make over all my Intrest In the premises aforesaid unto him the said Thomas Diament his heires Executors Administrators and Assignes for ever the same and every part thereof quietly to possess and enjoy from Me my heires Executors Administrators and Assignes for ought that I or any in my name shall Lawfully doe or cause to be done. Also I doe Assigne unto him the said Thomas my whole power In the said writtings above & within said Respecting John Hand his Ingagements: And doe bind my selte to discharge whatsoever Is due upon the said Land for any Towne Rate or ye Ministers Maintencanc from the day I bought of John Hand to the date hereof wherein Is excepted any charge Respecting what Is procured of Capt Scott by the Towne of Easthampton for which Lands and Accomodations &c I Acknowledg to have Received thirty pounds By Discounting so much with him that was due to him by Bill and for twenty pounds more he Is to pay to Me according to his bill. Witnes My hand this first of March 1663.

RICHARD SMITH
his Marke

In the presents of us

Henry Peirson
George G R Harris
his Marke

The above written Is a true
Coppie Compared with the Original and Extracted therefrom
pr Thomas Chatfield Recordr

MARCH 21 63

Book 2, page 94.—It is agreed betwene the towne and Isack Hedges that hee shall finde & maintaine a sufficient Drume and be Drummer for 40s pr annum to be paid in a towne rate

MARCH 25: 64:

at a towne meetinge and after longe Debate it was agreed by the Maior that the purchase of Patten right should be borne by all the inhabitants accordinge to the lands evry man possesseth.

APRILL 11th 64.

It apperinge upon examinacon that Nathaniell ffoster did strike Obadiah the Indian sevrall stripes, he is satisfied from him by halfe a bushell of corne, and his fine is left to the townes determinacon.

Book B, page 47.—This Indenture made the Three & Twentieth Day of Aprill in the Sixteenth yeare of ye Raigne of our Sovraigne Lord Charles the Second by the grace of god of England Scotland ffiance & Ireland King &s. Betwne Nathan Birdsall of Easthampton on Long Iland planter on the one party and John Oldfield of the place afore sd Tanner the other party: Witnesseth yt ye sd Nathan Birdsall for & in Consideracou of the sume of fifty Pounds Sterling to him already satisfied & payd before the ensealing hereof by the aforesd John Oldfield whereof he the sd Nathan Doth acknowledg himselfe fully satisfied and payd and the sd John his heyers executors & administrators and every of them to be fully acquitted & discharged by these prsence have given graunted, bargayned & sould, and doe by these prsence Doe

give grant bargaine and sell unto the sd John Oldfield all his Accomodacon in the Towneship of Easthampton aforesd going under ye Denominacon of a thirteene acker lott wth every pte and peell there of both house lott & addition & plaine land woodland and meadow as by the Records of the sd allotment may more fully appeare wth all Right & priviledges that Doth or may belong or any ways appertayne unto the same to the use and behoofe of him the sd John and his heyers & assignes for ever, and the sd Nathan Birdsall Doth for him selfe his heyers executors administrators & assignes and every of them pmise to make good his Right power and Lawfull Authority to graunt alien bargaine & sell all the sd prmises wth the appurtenances and every pte and parcell thereof wth all priviledges and comodityes thereunto belonging or any ways appertayning unto the sd John Oldfield his heyers and assigns and to their use for ever, and fforther that hee the sd John his heyers & assignes shall & may at all tymes hereafter quietly and peacably have hould & inioy the sd bargained prmises wth the appurtenances wth out the lett or interruption of him the sd Nathan or of any pson or psons whatsoever, Claiminge the prmises by any right whatsoever well & sufficiently saved & kept harmesse by him the sd Nathan his heyers and executors of and from all manner of former bargaines sales gifts grannts Judgments executions and Incumberances whatsoever, and moreover that he the sd Nathan Birdsall his heyers & Executors at the Requests and costs & Charges of him the sd John his heyers or assignes Doe make passe and execute any further acte or actts assurance or assurances for the further better and more perfect assuringe and sure makinge of the sd prmises wth the appurtenances unto the sd John Oldfield his heyers & assignes as by their Councell learned shalbe Devised or required and alsoe the sd Nathan Birdsall Doth hereby pmise to free the sd John Oldfield from all former Rates leannes or any

other Charges that may prove to bee Due upon the sd allotment before the Date hereof In witness whereof we have Interchangably sett our hands, & seales the Day and Yeare above writen Anno Dm 1664.

NATHAN BIRDSALL.

Signed sealed & dd
in ye prsence of

Ben: Price

Andrew Miller.

APRILL 26 64.

At a towne meetinge the towne doth desier those men that doe goe to Hartford to debate together and wth the neighbour Plantacons for the things of mutuall Consernement betwne Hartford & us for our further settlement but to conclude of nothings as understandinge that the Governor will Come over or a Committee from the Generall Court.

JUNE 2 1664.

Book 2, page 160.—Jacob marked a mare colt of Arthur Howells wth a slit in the nere eare a long star in the forehead the mare bay wth E on the far buttock noe eare marke witness Richard Brooks and Mr Mulford.

Jacob marked a mare colt of Edmon Howells wth a slit in the nere eare the mare black the same eare marke a litele white in the face E on the nere butock.

John White marked a horse coult wth a hapeny under the off eare wth a long white in the face the mare a hapeny under the nere eare and another above IC on the off shoulder the nere foote behind white.

John white marked a horse colt wth a hapeny under the off eare a litell white in the face the mare a browne bay wth

a long small white in the face I C on the far shoulder and a hapeny under the off eare witnesse mr Mulford and Richard Brookes.

JUNE 3 1664.

Beniamine Price marked a filey [of a] year old wth the Cuntry marke and cut the taile and fore topp she beinge sorrell wth flaxen mane and taile and a long star in the forred, and another lower downe wth a few white heres from one star to the other mr John Mulford beinge her owner.

JUNE 7th 64.

BOOK 2, page 135.—The Magistrats Judge it equal and therefore doe order that Mr Backer returne the Corne he had of Thomas Squier without delay Samll Willis And we iudge that Jo Kirtland ought in equity to doe the same Samll Willis.

JUNE 9: 64.

BOOK 2, page 94.—It is ordered and agreed that every family shall take their turnes to watch at the end of the fence at the harbor to keepe of the horses for 24 houres to relive one another at sunne sett and warne his next neighbour before he goes upon penalty of 5s for hee that neglects for one turne and to goe and cume by the fence.

BOOK 2, page 95.—It is ordered & agreed that any that will may dig in the hollow betwne Lift Talmages and Jereyah Mechems to make a Convenient wateringe and carring away the mud for their owne use.

JULY 1664.

ffor as much as Southampton men (yt have horses within our fence) have not attended the order of the Governor and Magistrates, in fetchinge off their horses, It is therefore ordered and Jointly agreed that if ye horses belonginge to Southampton be found at any tyme hereafter within the fence Eastward of the Towne they shalbe brought to pound, and that whoever of the Inhabitants of this Towne shall bring any of the foresd horses to the pound they shalbe borne out in it wth Respect to any Damage yt may ensue to them for the same, by the towne, and the towne Doe ingage to pay those that they send about this businesse for the tyme they expend.

AUGUST 2: 64.

Book 2, page 160.—Ben: Price marked a horse colt of mr Jonathan Tinges wth 2 hapenyas under the nere eare it had a smale star in the face the mare a Dunish or brownish wth a hollow crop on the off eare a hapeny under the neere eare and a slit above IP on the neere buttock witnessse Moses Tomson.

AUGUST 8th 64.

the filly a bove menconed marked for a stray was prised by william Mulford and Stephen Osburne at 4£ she beinge very lame and mr Mulford and Ben: Price hath taken her at that price and will pay it accordinge to order. Shee was kept up then above a fortnight and a dell of charge and trouble in Recoveringe of her feate:

ISLE OF WIGHT 12th Septembr 1664.

Book A, page 17.—This is to certifie all men whom it may Concerne yt I William Symons doe give unto Jeremyah

Conkling of Easthampton full power to sell my 12 acres of land at Easthampton I say hee hath full power to act as he shall see cause as fully as if I my selfe were present my selfe & my Sonne Concerning this with our hands & Markes the date & yeere above written.

Witnesse

David Gardiner

A true Copy

his
Willyam ^{MS} Simons
marke

his
Thomas B Simons
marke

Book 2, page 173.—Richard Howell marked a horse colt of Mrs Jones wth a slit in the neere eare and a hollow crop in the off eare whiteish about the feete the face white S after this fashion the mare bay wth a ball face 3 white feet both eares cropt witnesse mr Mulford & Richard Brooke September 15th 1664.

OCTOBER 31th 1664.

Book 2, page 95.—It is agreed yt from this tyme forward for this yeare men may fire the Comon west ward of the towne.

Book B, page 48.—This Indenture made the first Day of November in the Sixteenth yeare of the Raigne of our Sovereigne Lord Charles ye Second by ye grace of god of England Scotland ffranee & Ireland Kinge & s: Betwne John Oldfield of Easthampton on Long Iland Tanner on the one party and Joshua Garlick iunior of the place aforesd Cooper the other party: Witnesseth that the sd John Oldfield for & in Consideracon of the sume of Sixty two pounds ten shillings Sterling to be paid at three sevrall payments viz: in March next

ensuinge the Date hereof Ten pounds: in March Come Twelvemonth Twenty Six pound: and in March next after that, Twenty Six pounds ten shillings, In good merchantable wheat Corue beefe porke Oyle or Cattell as Two Indifferent men shall prise them according as wheat at 4s 6d pr bushell Indian at 3s pr bushell pork at 3 £ 10s pr barrell beeffe at 50s pr barrell and Oyle at price Currant wth the merchant: Doe by these prsence acknowledge to have given graunted bargained & sould and doe by these prsence give graunt bargain and sell unto the sd Joshua Garlick all my Accomodacons in the Townshipp of Easthampton aforesd wch I purchased of Nathan Birdsall wth every parte and pcell thereof both house lott Addition plaine land woodland & meadow as by the Records of the sd allotment may more fully appeare wth all rights & priviledges that doth or may belong or any ways appertayne unto the same to the use and behoofe of him the sd Joshua and his heyers and assigns for ever, And the sd John Oldfield Doth for him selfe his heyers executors administrators & assignes & every of them pmise to make good his right power & lawfull Authority to graunt alien bargain and sell all the sd pmisses wth the appurtenances & every pte and pcell thereof wth all priviledges and Comodities thereunto belonginge or any ways appertayneinge unto the sd Joshua his heyers & assignes and to their use for ever: And further yt he the sd Joshua his heyers & assignes shall & may at all tymes hereafter quietly & peacably have hould & inioy the sd bargained pmisses wth the appurtenances wth out the lett or interruptcon of him the sd John or of any pson or psons whatsoever claiminge the pmisses by any Right whatsoever, well and sufficiently saved and kept harmeles by him the sd John his heyers & executors of and from all manner of former bargaines sales gifts graunts Judgments executions & Incombrances whatsoever.

And moreover yt hee ye sd John Oldfield his heyers & ex-

ecutors at the request, and Costs & Charges of him the sd Joshua his heyers or assignes Doe make passe & execute any further acte or acttes assurance or assurances for the further better & more perfect assuringe & sure makinge of the sd prmisses wth the appurtenances unto the sd Joshua his heyers and assignes as by their Councill learned shalbe Devised or Required and alsoe the sd John Oldfield Doth hereby pmise to free the sd Joshua from all former Rates Leavies or any other Charges that may prove to be due upon the sd Allottment before the Date hereof.

In witsnesse whereof we have Interchangably sett our hands and seales the Day and Yeare above written Anno Dm' 1664.

JOHN I OLDFIELDS marke.

Signed sealed and dd
in the prsence of

Richard Shaw
Richard Straton
Ben: Price:

ILE OF WIGHT this 2th December 1664.

BOOK O, page 1.—This covenant witnesses that I Andrew Myller the present Inhabytant of Easthampton have Sould unto Jeremyah Concklinge present Inhabytant of the same place I say I have sould as ffolloweth, that is my house and land with all right and Tytle and priviledges belonging therunto with fence and what soever else, excepting halfe my share of the myll and for what boardes are not next the fire floure, there laid for a floure and soe to remaine, I say all the rest I have referred for my owne vse: and also that pane of glass that is in my house: and what corne of any sort I have with the straw and hay: and the aforesaid Jeremyah shall have full possession at or before the last of March ensuing the

Date hereof: And for the Confirmation hereof I have set to my hand and seale the Date and yeere above Written.

ANDREW MYLLER:

Witnesses

David Gardyner

The marke H of James Pershal.

A true Coppie by me

Tho: Talmage Recorder.

DECEMBER 21th 1664.

BOOK 2, page 95.—It is agreed yt those yt come first to mill wth Corne and Cattell shall grind first and if any man comes wth his Cattell and fetcheth his corne before the other yt is in hath donn he shall grind next; to him that is a grindinge, then and he that transgresth shall pay 5s :

(We the Inhabitants of this towne understandinge that we are of from Conecticut and the Magistrats not willinge to acte further upon that account, that we may not be without law and Government) it is agreed that the former lawes and Magistrats shall stand in force till we have further order (from Yorke). It is agreed that the Cunstable shalbe secured by the towne for not gatheringe the Rats.—[In brackets crossed.]

EASTHAMPTON December 25th 1664.

BOOK 2, page 176.—This writinge witnesseth yt I Samuell Dayton have Disposed of my sonne Jacob unto my Brother Thomas Backer and Alice his wife for ffowerteene Years from the Date hereof he findinge him sufficient meate Drinke and apparell & to Doe for him as his owne Duringe the sd tyme and if both Die before he is then to be free witesse Ben: Price Recorder.

EASTHAMPTON December 25th 1664.

This writing witnesseth that I Samuell Dayton have Disposed of my sonne Caleb unto Joshua Garlick senior and his wife Elizabeth for the terme of Sixteene Years from the Date hereof he findinge him sufficient meate Drinke & apparrell and to Doe for him Duringe the tyme as for his owne and if both Die before then he is to be free :—[Crossed in original.]
witnessse Ben: Price Recorder.

DECEMBER 27th 64.

It is ordered yt the hieway by william Mulfords shalbe fenced by the towne every man accordinge to his allotment a 20 acker lott for 20 ackers and 13 acker lott for 13 ackers & and soe to be kept and maintayned for ever and if Damage be donne he that ownes the fence by wch Damage is donne shal beare it. this to be donne by the first of March next upon penalty of payinge 2s 6d a pole for those that are Defective.

JANUARY 13th 1664.

BOOK 2, page 96.—It is agreed that Mr Backer shall goe to Southampton and to consider wth their Comittees if there be any obligacon of Jo: Scott that will beare us out to attach our bond of 45£ otherwise if there be not Just cause to attach then to agree as he and them shall see cause to lett it alone till he comes.

JANUARY 19th 1664.

BOOK 2, page 96.—It is the mind of our Towne that accordinge to the ppositions sent to us we are willinge to Joyne wth you and Southold to attach the obligacon and to enter suite wth you agst Capt. Scott.

FFEBR: 21th 1664.

Mr Thomas Backer and John Straton are chosen Deputyes. Mr Backer & Mr Bond beinge chosen by the towne to Debate wth Humphey Hues concerning a ptended right that he laies to some of our lands, hee pduced 2 writings the one a passe under the hand of Sariant maior Underhill whereby ffrauncis weekes had his freedom graunted: the other an overture from mr Edward Coope to 3 men of some small pcells of land but did Absolutly refuse to shew us any Interest that Coope had here or any power soe to Doe.

FFEBR 23th 1664.

Book 2, page 96.—Richard Brookes is Chosen Constable William Edwards William Mulford & John Osborne are chosen townes men and Ben: Price Recorder.

APRILL 6 65.

Book 2, page 96.—Thomas Chatfield is Chosen Constable Will: Edwards Will: Mulford John Osborne Jeremy Mechem Joan Straton Tho: Tomson & Jeremy Concklin are Oversears.

APRILL 7 65.

Book 2, page 96.—Thomas Talmage is Chosen Lifestenant and Tho: Chatfield Eusigne and Thomas Osbourne iunior Seriant.

It is agreed that all laid Downe land that lies in the Comon field shall pay noe rats, untill it be improved.

EASTHAMPTON April 17th 1665.

Book 2, page 179.—Mistris Gardiner havinge sevrall tymes

Declared vnto vs under written as her last will That as David her sonne hath the Disposinge of Japhet soe he s'ould have likewise of Boose or Increase: for reasons best knowne to her selfe: and at the date hereof vrged vs to write it and keepe it by vs till after her Decesse.

Tho Baker
Ben: Price.

BOOK B, page 52.—Be it knowne vnto all men that whereas Arthur Howell of Southampto have received a parcell of goods in the behalfe of my Daughter Elizabeth Howell these goods being given to her by her granmother Mrs. Mary Gardiner lately Deceased as linnen, wollen brasse pewter Iron and wooden ware, I Doe ingage to keepe what of the brasse and pewter and Iron of it wch is best, to be returned againe according to another agreement, the whole sume is Thirty pound ten shillings, of all the goods I received; these goods are to be returned in case this child Doe Die before the age of fiftene yeare, the brasse peuter Iron above specified is to be returned the rest of the sume to be made up in other goods: unlesse it should be Destroyed by warr or fier, this above written I Doe engage to pforme faithfully as witnesse my hand.

ARTHUR HOWELL.

EASTHAMPTON this 22th of Aprill 1665.

witnesse

Tho: Talmage
Samuell Mulford.

MAY 1st 1665.

BOOK 2, page 96.—Mr. John Mulford tooke the oath of alegience. may 3.

It is agreed that there shalbe a triall made for the fencinge of the beach.

It is ordered yt the Cunstable & Overseears shall meete the first Second Day in every month for triall of any case that they are capable of and that the plt shall acquaint the Cunstable there wth 3 dayes before and he to acquaint his pners.

MAY 8th 65.

BOOK 2, page 173.—Thomas Coop marked a horse colt of Elis Cookes booth eares cropt and a slit in the off eare and a large star in the face the mare gray the same eare marke E C on the nere buttocke.

JUNE 12th 1665.

BOOK 2, page 97.—Thomas Diamon made proclamation in the audience of the Soldiers and some others that if any man had any maner of of Claime to lay to any parte of the land hee bought of John Hand he should appere and prosecute and and hee the sd Thomas was ready to answer, and espessially for that peece of land that was Joseph Hands wch hee bought of the sd John Hand, and this was read to Joseph hand the same tyme by me.

BEN: PRICE Recorder.

BOOK B, page 49 also Book A, page 50½.—Be it knowne vnto all men by these prsence yt we Nathaniell ffoster & Sarah his wife for & in Consideracon of the Just sume of twenty and sixe Pounds of good & Currant pay to be payd vnto me by william Edwards of Easthampton on Long Island, Doe by these prsence remise release Quit Claime bargaine & sell vnto the abovesd william Edwards all that my house &

Land lieing and beinge in ye above sd Easthampton wth all thappurtenances there to belonginge as alsoe wth all fence or fencing as it now stands, as alsoe wth all Timber and timber like treese eyther standing or lieinge wth in the sd prmisses as all priviledges thereunto belonginge, viz: all my right and priviledges or interest yt I the sd Nathaniell have in Meantacut wth all my meadow ground, as alsoe my right and Interest yt I have in the mill, To have & to hould to him and his heyers, Warranting unto the sd william Edwards quiett and peacable possession from me or my heyers or any other man in any claime what soever to him & his heyers for ever. In witnese where of the above sd Nathaniell & Sarah have here to sett our hand & Seale on the Twenty first Day of August in the yeare of our Lord 1665 and in the Seaventeenth yeare of the Raigne of our Sovraigne Lord Kinge Charles ye Second.

NATHANIELL FFOSTER.

Sealed & Delivred in
the prsence of

the marke of w Sarah ffoster.

the marke of

. Mary M Price

Jeremyah Osburne.

The above written Deede of Sale I the aforesaid William Edwards Doe make over and freely give unto my sonn John Edwards and to his heires and assignes for ever only the second whom lott and the first Devision of Meadow in Ocobonak I reserve for my owne use otherwise I say I frely give vnto my Sonn John Edward wth all priviledges belonginge thereunto this I owne as my free acts in presence of mr John Mulford Justice of the Peace.

WILLI EDWARDS.

September 5: 65.

Book 2, page 97.—In regard yt as wee doe apprehend there is damage done upon the plaine by the neglect of those that keepe the gin we doe therefore order that noe one shalbe allowed to keepe the gin under Eighteene yeares of age and to stay till they be relived accordinge to the former order and to pay all Damage that shall come by their neglect and noe Indian to keepe at any tyme and evry man to warne his next neighbour before hee goes and he that comes not by sunn sett to relive then that be there shall pay 12d and soe for any that shall Depart before the tyme and soe for any neglect; and he yt warnes not according to order shall keep the next Day.

SEPTEMBER 11th 1665.

Book O, page 34.—Bee it knowne to all men by these presents that I John Kirtland Inhabytant of Easthampton on Long Island: doe make over all my right & interest I had in my servant Hopewell: Indyan: whom I bought of his guar- dyans being an orphan not one yeare ould to Mr Thomas James of Easthampton Mynister to him his heires & assignes for the full terme of Nyneteene yeares, for a Considerable vallue viz fifeteene pounds in good pay; the said Hopewell being of the age six yeares this present tyme; his tyme coming forth at the age of 25 yeares according to the date here- of: the said Tho: James engageing himselfe heires or assignes for the good usage of this his apprentice & if hee continue with him to the aforesaid age or his heires or assignes the said Tho: doth bynd himselfe to give the said Hopewell ten pound in Currant pay & a suite of Cloathes, In witnes of the premysse I set to my hand & Seale.

John M Mulford |
his mark

JOHN KIRTLAND

Hopewell H his mark

Arther Howell | Signed December: 6th in the year 1675
in presence of me Tho: Talmage

The above written is a true Cobby extracted out of the Originall by me

THOMAS TALLMAGE Recorder.

SEPTEMBER 25, 1665.

BOOK 2, page 133.—The Deposition of mr John Blackleech Mr John Osburne & Samuell Dayton Taken before me Testieth as followeth That on the twenty third Day of this Instant Moneth there was a debate betwixt the Master of the Catch Triall of Boston and the Merchant & ffraiters of the sd Catch she then Ridinge in the Roade of Easthampton at Ancor and she then not beinge very well fitted wth masts sailes provisions and water whether she should goe to sea in the condition that then she was in or that she should land her goods at the sd port without Confiscation of goods or vessell [Book 2, page 132.] and in order there unto Answer was made by the Cunstable of the sd place by name Thomas Chatfield, that they might if they would willingly come a shore without being forced ashore she might as well come a shore at the sd place and Land her goods wth as much freedome as the whalemens might strike a whale, and bringe her ashore at the sd place and this to our best Remembrance he spoke at the present Instant., And afterwards we doe attest that on the twenty fflowerth of this present Moneth he did affirme the same in our hearinge whereupon this beinge an encoragement to the Merchant & ffraiters they under their hands gave the Master of the sd Catch an order to acte as they have Donne : Taken before me John Mulford.

BOOK 2, page 133.—Mr. Chester Pray for the Love of god doe not forgett your order wch you had a shore from us you Know what they were and if you see any possibility to gett of, doe: if not bring her shore & the Lord Direct you for the best. pray Doe not forgett my boxe of writings and my cloathes out of Chest if not my Chest my keese are within my Cabbin dore downe upon the Decke att the left hand.

September the 23th

Ben: Eyre

John Armitage

September 25 1665

Mordicay Bowden.

This we doe affirme to bee a true Coppie of the originall order taken before me John Mulford.

OCTOBER 12 1665.

BOOK 2, page 97.—It is ordered by Cunstable and overseers yt from hence forth noe man shall prsume to make sale of his accomodacons or give entertaynement to any Scandalouse person or persons or any that may prove priudiciall to the Towne without the Townes Consent; and he that shall act Contrary hereto shall forfeit a fowerth parte of what he soe makes sale of and he that shall purchase any habitacon or priuledge contrary to this order shall not enioy the same.

OCTOBER 20th 1665.

BOOK F, 77.—Nathaniell Foster have sould unto Henry Ludlam of Southampton 2 catell one redd Cow about 4 yere ould wth a hollow crop on the right eare & a peice taken out of the fore part of the left eare & N on the left horne & one Cowe back & white the age is not knowne cropt on the left eare & a slit into the hinder part of the same eare.

OCTOBER 23th 1665.

BOOK 2, page 98.—Whereas Samuell Dow and Samuell Rayman upon Examinacon have acknowledged yt they did take twelve pounds of beefe from mr John Blackleech in a fraudulent way, It is ordered by one of his Maties: Justices of the Peace that they shall pay according to Law Treble Damages to the sd Mr Blackleech. Jo: Mulford.

OCTOBER 24th 1665.

BOOK F, 78.—Mr Backer killed 2 oxen one Browne one wth a halfe peny in the fore part of the nere eare and B on the neare or left horne the other a black one wth a halfpenny in the fore part of the neare and B on the neare horne.

OCTOBER 24th 1665.

Goodman Tomsin killed 2 oxen about 9 yere ould one redd and the other back marked wth a swallow Taile in every of their eares.

Moses Tomson killed one redd stere 3 yere ould with a swallow Taile in the nere eare and a slitt in the farr eare.

Mr Mulford killed 4 cattell one black bull with a white face about 6 yere ould with a cropp in the right eare & one redd stere 4 yere ould wth a cropp in right eare. & one black ox 6 yere ould wth a cropp in the right eare one redd ox with a white face 7 yere ould cropt in the right eare.

William Mulford killed 2 oxen one black one about 10 yere ould cropt in the right eare & one black ox with a white face about 9 yere ould cropt in the left eare.

OCTOBER 24 1665.

BOOK F, 76.—Richard Stratton killed 2 black oxen one marked with a swallow Taile on the neare eare & a slitt in in the farr eare & marked with R D on the neare horne the other cropt in the neare eare & 2 slits in the farr eare & R.D. on the left horne.

Captaine Toppinge killed one red bull 2 yere ould and vantage cropt in the neare eare & a hole in the same.

Mr John Toppinge one red Cow cropt & slit in the farr eare & a halfe in the neare eare & T B on the farr horne.

Mr Elnathan Toppinge one black ox about 7 yere ould cropt in the farr eare & a hole in the neare eare T on the nere horne & B on the right horne.

OCTOBER 26th 1665.

Mr Bond killed one red ox 4 yeare ould cropt on both eares and marked with A uppon the horne.

Thomas Tallmage killed 2 oxen one black with a white face and some white under the belly about eleven yere ould halfe the fore part of the neare eare cut of & slit in the farr [page 74] eare and the other a black one wth some white under the belly about 7 yere ould wth a slipe taken out of both sides of the neare eare and cropt in the farr eare.

OCTOBER 26th 1665.

Jeremyah Meachem killed one black stere 3 yere ould with a litle white about the head and one side of his mouth & marked wth 3 slits in the hinder part of the farr eare crosse waies.

OCTOBER 31th 1665.

Book F, 68.—Steven Hedges killed 2 black oxen & one of them a starr in the forehead one about 9 yere ould cropt in both eares the other about 12 yeres of age & cropt & slitt in both eares.

BOOK B, 49.—This Indenture made the first Day of November in the Seaventeenth yeare of the raigne of our Sovereigne Lord Charles the Second by the grace of god of England Scotland france & Ireland King &s: Betwne Joshua Garlicke iunior on Long Iland Cooper one the one party and William Edwards of the towne aforesd planter the other party: Witnesseth that the said Joshua Garlicke for and in Consideracon of the Sum of forty three pounds ten shillings to be payd at two sevrall payments viz. in March next ensuinge the Date hereof twenty sixe pounds and in March come twelvemonth Seaventeene pounds ten shillings in good merchantable wheate Corne beeffe porke oyle or Cattell as two indifferent men Chosen by eyther party one shall apprise them accordinge as wheat at 4s 6d pr bushell Indian at 3s

pr bushell porke at 3£ 10s pr barrell beeffe at 50s pr barrell & oyle at price Currant wth the Marchant shall buy them, doe by these prsence acknowledge to have giveu graunted bargained & sould and doe by these prsence give graunt bargain & sell unto the said william Edwards all my accomodacions in the towneship of Easthampton aforesd wch I purchased of John Oldfield wth every pte and parcell thereof both house lott addition plaine land woodland and meadow as by the Records of the said allotment may more fully appere: wth all rights and priviledges that Doth or may belong or any wayes appertayne unto the same, the mill only excepted to the use and behoofe of him the said William and and his heyers and assignes for ever and the said Joshua Garlicke doth for him selfe his heyers executors administrators and assignes & every of them promise to make good his Right power and lawfull Authority to graunt alien bargain & sell all the said prmisses wth the appurtenances & every parte & parcell thereof with all priviledges and Comodities thereunto belonging or any wayes appertayninge the Mill excepted, unto the said William his heyers & assignes and to their use for ever: And further that he the said William his heyers & assignes shall & may at all tymes hereafter Quietly and peaceably have hould & enjoy the said bargained prmisses wth the appurtenances wth out the lett or Interruption of him the said Joshua or of any pson or psons whatsoever claiminge the prmisses by any right whatsoever well & sufficiently saved & kept harmelesse by him the said Joshua his heyers and executors of and from all maner of former bargaines sales gifts graunts Judgments executions and Incomberancas whatsoever; and moreover that he the said Joshua Garlick his heyers and Executors at the request and Costs & Charges of him the said william his heyers or assignes doe make passe and execute any further acte or acts assurance or assurances for the further better and

more perfect assuringe and sure makinge of the said prmisses wth the appurtenances unto the sd william his heyers and assignes as by their Councell learned shalbe Devised or required: And alsoe the sd Joshua Doth hereby promise to free the said William from all former rates Leavies or any other charges that may prove to be Due upon ye sd Allotment before the Date hereof: And it is alsoe agreed that the said william Edwards shall pay the sumes above written unto John Oldfield or his order in Easthampton the yeares and Dayes before prfixed, and it is agreed that the sd Joshua may keepe possession of the house and home lott untill the last of march next. In wittesse whereof we have enterchangably sett our hands and seales the Day and yeare above written Anno Dm 1665. JOSHUA GARLICKE.

Signed sealed and Delivred
in the prsence of

John Edwards marke

X

Beniamine Price iunior

Beniamine Price Se:

NOVEMBER the first 1665.

BOOK F, 74.—Thomas Osburne Senior killed one black oxe 4 yere ould with a slitt in the right eare.

Thomas Osburne Junior killed one black bull about 3 yere ould slit in the right eare & a half peny in the hinder part of the left eare & cropt in the same.

NOVEMBER 3th 1665.

BOOK F, 74.—Jeremyah Meachem killed 2 cattell one brenled stere 3 yere ould with 3 slits in the hinder part of the right eare the other a redd bull 2 yere ould with the same eare marke.

NOVEMBER 3th 1665.

BOOK F, 79.—Jeremyah Meachem killed 5 swine white with black spotts on them marked with 3 slits on the hinder part of the right eare.

Jeremyah Conkline killed 6 swine five of them sanded and one white halfe the hinder part of the left eare cut of.

NOVEMBER 4th 65.

BOOK F, page 72.—Joshuah Garlick Senior killed 2 black oxen one 5 yere ould cropt in both eares and slit in the same and I G on both hornes the other about 9 yere ould cropt in the eare and an L both waies in the left eare. Jeremyah Conklinge killed one red Cow with a white face about 9 yere ould cropt in the right eare.

Thomas Talmage killed one browne Cow cropt in both eares.

NOVEMBER 6th 1665.

BOOK 2, page 98.—It is ordered by the Cunstable & Overseers that evry man shall fence his home lott wth a sufficient fence against hoggs fforty pole Deepe and for the additions to keepe and maintayne a sufficient fence against all Cattell but hoggs: onely the Reares and out sides to be sufficient agst hoggs: and it is alsoe ordered yt noe man shall keepe his hoggs in any pte of his additions but onely in the home lott and if hoggs be found in the additions the owner of the swine to pay the Damage & not the fence; and this to be Dorn within three monthes that is to say ffebr 6: upon penalty of payinge Dooble the worth of such fence. his neighbor doeinge it, for his owne security; and when any man is agreived that his neighbors fence is not sufficient he may call William Mulford and Ben; Price whoe are appointed to view

such fences for this yeare and if eyther of them want a viewer to call one of the oversers to ioynе wth the other viewer.

NOVEMBER 17th 1665.

BOOK F, 70.—Richard Brooks sould unto Samuell Daiton of Southampton one browne horse about 6 yere ould cropt in the right eare & a halfe peny in the fore part of the same eare & A on the right buttuk.

George Miller sould unto Will Crumell of Setacut a sorrell horse wth a white face and a flaxen mane and flaxen taile wth a hole in the left eare Marked wth I G in the left flank & A in the right buttuk.

NOVEMBER 23th 1665.

BOOK F, 72.—Nathaniell Foster being removeing carried away six cattell one black oxе wth a little white under his belly about 8 yere ould cropt in the left eare & a little peice taken of from the hinder part of the same eare alsoe our black stere wth a white face come 3 yere ould wth the same marke & one redd stere come 3 yere ould wth the same marke & one redd oxе about seven yere ould halfe the fore part of the left eare cutt of and slitt in the right eare & one black cow wth a brockell face & one black cow more both cropt in the right eare & a slipe taken of a both sides of the same eare & all six branded wth A on the right horne.

NOVEMBER 27th 1665.

BOOK F, 70.—Mr John Mullford have sould unto Mr John Toppinge of Southampton one bay horse about 6 yere ould wth a starr in his forehead and a slipe taken out of the hinder part of the right eare and A on the right buttake.

NOVEMBER 30th 1665.

BOOK F, 70.—John Parsons bought a bay horse of Benjamin Conkling come 2 yere ould wth a starr in his forehead halfe the forepart of the right eare and halfe the hinder part of the left cut of and A on the right buttuke.

NOVEMBER 30th 1665.

BOOK F, 68.—Benjamin Conklinge our darke Donn mare about 6 yeare ould wth a longe white starr downe her face halfe the fore part of the left eare cut of & halfe the hinder part of the right eare cut of & A on the right buttuk.

Alsoe one mare coult of a dark Done colloure wth a starr in her forehead marked in the eare wth the same Mark & A on the right buttuk.

DECEMBER 8 1665.

BOOK F, 79.—John Edwards killed 3 swine one sanded & the other 2 sanded & black spotted the topp of the left eare cut of & a slipe taken of a both sides of the same eare.

DECEMBER the 11 1665.

BOOK F, 79.—John Osborne killed 3 black spotted swine slitt in the right eare.

DECEMBER 13th 1665.

BOOK F, 79.—Roger Smith killed 10 swine all black spotted halfe the forepart of both eares cutt off.

DESEMBE 16 1665.

BOOK F, 79.—Samuel Parsons killed 2 swine one white the other black spotted cropt in the left eare and a slit cross into the under part of the same eare.

DESEMBER 16th 1665.

Book F, 77.—John Parsons killed 8 swine one most of it black the rest white ones and all cropt in the left eare and a slit cross into the fore part of the same eare.

Desember 17th 1665 Joshuah Garlick Senior killed 4 swine 3 black & one red & black spotts cropt in both eares & slitt in the same; & Joshuah Garlick Junior killed 3 swine 2 black ones & one sanded cropt in both eares & slitt in the same.

Book B, page 70 also Book A, page 30½.—Bee it Knowne to all men by these presents that I Thomas Roase of Southampton in new england planter being lawfull sone and Hayre to Robert Rose deceased whoe in his lifetime was of Easthampton one the said Iland and whoe in his life time had Housings and Land in and at the said Easthampton in which said Housings and Land: I take my selfe to have intrest by vertue of the premisses: I doe hereby: for a valewable Consideration alredy in hand reseved, Assigne, Sell, alinate and Make over all my right title or intrest of what said Housing or land or any other Commodity priviledg profit easment or Commodity of what nature soever that doath did or may belong unto mee by vertue of my said father: his intrest in the said plantation; unto George Miller, of the said Easthampton his haire executors Administrators and Asignes; To Have and To Hould forever: the same from mee my heyers executors Administrators and Assignes: the same peacable to posses and quietly to in Joy for all that I or any other in my name shall doe or Cause to be done: Also I doe by these presents Give the said Georg Miller: his Haires executors Administrators and Assignes such further assurance of my said intrests as shall bee thought requisit at any time or times here after: thay being at the sole charge

thereof in wities wherof I have here unto sett my hand and
seale this 19th day of december Ano dom: 1665.

THOMAS R ROSE
his Marke

Sighned sealed and
delivered for the use
above said In prsence of us
Henry Peirson
Zorobabell Phillips.

This inscribed was acknowledged and owned by the in-
scribed Thomas Rose before Mr Mulford Justice of the peace
in the east Riding of yorksheire one Long Iland upon the
29th of Jenuary 1665.

witnes

JOHN MULFORD.

John Howell

Tho : Talmage.

A true Record by mee Samuell
Mulforde Record :

JANUARIE 5th 1665.

BOOK F, 68.—Mr John Mulford have sould unto Mr
Thomas Backer a browne bay horse with a starr in his fore-
head 3 yere ould cominge with A slitt in the left eare & E in
the right side.

Samuell Mulford hath one gray Mare about 5 yere ould
cropt on the right eare and A on the right buttuck alsoe one
younge horse of an Iron gray colour & a balld face come 2
yere ould cropt on the right eare and A on the right buttuck.

BK F, page 66.—Samuell Mulford alsoe one horse More
come 3 yere ould an Iron gray colour and A bald face cropt
on the right eare and A on the right buttuck.

JANUARY 29th 65-6.

BOOK 2, page 98.—At a towne meetinge it is voted that

Jeremy Mechem shall have all the land in the point beyond the calfe paster in leue of addition land that he wants and if there be more than he wants to pay for it as two Indifferent men shall vallue it :

JANUARY 30th 1665-6.

Jeremiah Meachem iunior and James Diament findinge a peece of pole Davice Contayninge nere Sixty yards or therabouts upon the Seaventh Day of December 1665 being prised by Mr Coop and Mr John Laighton and Mr Recompence Osburne at Eight pence a yard, and if the Owner appere paying for the Charge expended about it Jeremiah Mechem and Thomas Drainent being fathers of the above named are ready to satisfie for the foresd pole daies; the said Cloath was found at Meantacut at the first rocky point on this side the forte pond.

ffebr: 9 1665.

Book 2, page 99.—Mr Backer did freely give his share of the comon at napeage to Roger Smith.

Thomas Tomson & Thomas Talmage are Chosen to goe to meete Southold and Southampton Comittes to consider of things for the publique good. Agreed of at A towne meetinge by the Inhabitants of Easthampton that Lift. Talmage & Tho: Tomson be sent to meet wth the Deputyes of Southampton and Southold to Consider of the best way whereby we we might procure a redresse of such griveances as are at present upon the plantacons both wth respect of the foundation of this Govrment viz: that we might have Deputyes to act in behalfe of the sevrall townes as alsoe concerninge the lawes themselves and their late amendments as they are caled, we in vestinge our messengers with full power to acte

and conclude in these matters if the other two townes doe the like.

MARCH 3th 1665 & 66.

BOOK F, 1.—William Edwards 1S cattell 4 oxen 3 of them black & one black one wth a white face about 8 yere ould & alsoe 4 Cowes 2 of them black ones one of them about 8 yere ould and the other about 6 yere ould the other 2 one of them a black one wth a brockl face & the other a black one wth a white face one of them about 8 year ould & the other about 4 yere ould & also 3 steres 2 of them black & the other a black one wth a white face 4 yere old alsoe one redd heifer wth a white face 3 yere ould alsoe one black Cow more wth a little white under her bellie 4 yere ould alsoe 3 steres 2 of them black ones & the other a black pied one 2 yere ould alsoe 2 heifers one browne one wth a brockl face & the other a black one 2 yere ould 12 of the above writen cattell is marked with a slipe taken of a both sides the right eare & cropt on the same eare the other 6 cattell 5 of them cropt on the left eare & the other a slit in the right eare and all brand-ed with A on the right horne.

MARCH 3th 1665 & 66.

BOOK F, 3.—John Edwards 10 cattell 4 oxen 3 of them black ones & the other a browne one 2 of these oxen marked with a slpe taken out of the hinder part of the right eare & about 8 yere ould & the other 2 is one of them is a slipe taken out of both sides of the right eare & cropt of on the same eare & about 5 yere ould & the other is a slipe taken out of both sides of the left eare & cropt on the same eare & 4 yere ould alsoe 4 Cows 2 of them redd ones one of them about 7 yere ould & the other 4 yere ould the Cow that is 7

yere ould is a slipe taken out of the hinder part of the right eare & the other yt is 1 yere ould is 2 slipes taken out of the left eare & cropt on the same eare & then another Cow is a redd Cow wth a white face wth a slipe taken out of both sides of the right eare & cropt on the same eare & 5 yere ould & the other is a black cow wth a slipe taken of the hinder part of the right eare about 5 yere ould alsoe 2 steres one is a black pied one & the other a black one with a white face 2 yere ould wth a slipe taken out of both sides the left eare & cropt on the same eare & all marke wth A on the right horne.

APRELL ye 9th 1666.

Book 2, page 131.—Joseph Osborne bought A Mere Coult of his Brother Stephen osborne and the coult is about A yere ould it was A bay Coult with astar in the forehed and marked with A slitte one the of eare and with A nick under the neere eare which is Stephen osbornes mark and shee is turned in to the woods Marked as A bove.

MAY 2d 66.

Book 2, page 99.—William Mulford John Straton Jeremiah Concklin: Thomas Tomson are Chosen to stand in for the yeare insuing overseers and John osborne is chosen Cunstable Richard Straton Thomas Backer Thomas Osburne iunior Robert Bond & Stephen Hedges overseers for the yeere ensuinge.

JUNE 12 66.

Book 2, page 173.—Beniamine Price exchanged a horse wth mr Richard Smith of Necequage beinge a sorrell collar bald face & white feete flaxen mane and taile for a sorrell

horse wth a bald face that was formerly Sam: Jones witnesse Ben: Conkling Ben: Price givinge 12s and a halter to boote.

JUNE 25 66.

BOOK 2, page 99.—It is agreed yt the 3 raile fence shalbe made up sufficient as far as the sea will let it stand and then to be sufficient for all creatures.

JULY 12th 1666.

BOOK F, 66.—Mr Pedegrine Stanbrough of Southampton have exchanged his 2 yere ould oxen one being black & a hart in his forehead & a white belie & a slipe taken of from the right eare & B on the right horne & the other A brindell one wth the same marke both eares and horne as the other is and the Topp of the hornes cut of these 2 oxen the aforesd ptie have exchanged wth George Miller of Easthampton for 2 oxen 4 yere ould & a barrell of beefe Marchantable to be paid unto the aforesaid Mr. Stanbrough att killinge time one of the oxen being black wth a cropp and a halfpeny in the farr eare the other a redd one wth a cropp & a slitt in the right eare and a slitt cross waies in the left eare.

EASTHAMPTON, July 17th 1666.

BOOK F, 64.—Benjamin hand have bought of Mr Perigrine Stanbrough one browne horse 2 yere old wth a starr in his forehead and white on the hinder right foote and a white speck on his nose & marked wth a slipe taken out of the hinder part of the right eare and B on the right buttuck & P on the left shoulder & in consideration hereof the foresd Benjamin have delivered unto the said Mr. Stanbrough one black cow wth a slipe taken out of the hinder part of the right eare and a hole in the left eare rent out and A on the right horne

& the said Benjamin is to pay 3£ more unto Mr Stanbrough in Marchantable pvision at prise currant betwene this and March next ensuinge Mr Stanbrough have delivered unto George Miller uppon exchange a gray horse 4 yere ould with a slit into the fore part of both eares cross waies and B on the right buttuck and P on the left shoulder & a cropt cross brand on the right shoulder.

BOOK F, page 62.—George Miller have delivered unto Mr Stanbrough upon the foresaid exchange a bay horse 4 yere ould the 2 hinder feet white and a little white on his nose & cropt on the right eare & A on the right buttuck.

BOOK G, page 43½.—Be it Knowne unto all men by These psents that we Stephen Osborne of Easthampton on Long Island And Sarah His Wife: For and In Consideration of the some of Twenty and Eight pounds of good and Currant pay to Me made by Richerd Stretton of the Abovesaid Towne of East Hampton: Do by These presents Remise Relace Quitt Claime Bargain And sell unto the abovesaid Richerd Stretton All that My House and Land situate Lying and being in the abovesaid East Hampton with all the Appurtenances thereto belonging, Viz: all the fence and fencing being on the said premises with all Timber and Timberlike trees standing or Being on the said premised Land: As also All privilidges thereto belongin: viz.: all my Right Tittle and Intrest in Meantauket with all My Meadow ground Lying in the said East Hampton with my Right and Intrest that I Have in the mill: To have and to hold unto the said Richerd Stretton his Heires and Assignes for ever: Warrantin unto the said Richerd Stretton Quiat and peacable possescion from Me or My Heires or from any other person Watsoever: In Witnes near of the above said Stephen Osborne And Sarah his Wife have heare unto set their Hands and Seales on the Nineth

day of October In the yeare of our Lord one Thousand six-Hundred sixty and six : And In the 18th yeare of the Reigne of our Sovereigne Lord King Charles the Second.

The marke of
Stephen O Osborne } his
 } seal }

The marke of
Sarah S Osborne } the
 } seal }

Sealed and Delivered
In presents of

James Wright
Jeremiah Osborne.

This Bargain or agreement is owned of both parties before
Me John Mulford.

The Above Written Is a true Coppie extracted out of the
Originall Deeds of Sale & Compared ther with pr Thomas
Chatfield

Towne Clarke.

We under written do acknowledge that we have Received
of Richerd Stretton the Twenty pounds & Eight pounds with
in Mentioned: it being for: and in full satisfaction for the
Land within Mentioned witnes our hands

Testes	his O: marke	
Thomas Osborne	Stephen	} Osborne
John Osborne	Sarah	
	her S Marke	

The Last above written Is a true Coppie being extracted
out of the Originall Reecip as it Appeares Indorsed on the
back side of the Originall Deed of sale and compared there
with.

pr THOMAS CHATFIELD

Toun Clarke.

OCTOBER 19th 1666.

Book 2, page 99.—I under written Attorney to Jacob Migat of Hartfort Doe freely and fully Acquit and Discharge Thomas Diament of and from all bills bonds Debts Dues and Demands suits of Law and all incumbrances of Jacob Migats from the begininge of the world to this Day in wittnese hereof I have hereunto set my hand.

JOHN PLOMB.

EASTHAMPTON October 19th 1666.


Book 2, page 100.—This writinge witnesseth that I Richard Smith of Southampton Doe hereby morgage vnto John Blackleach one Bay Mare come Three yeare old two slitts in the off eare and B on the far buttuck and two coves black of collar wth two slitts in the off eare wth B on the far horne wch I say are now in my possession it beinge in parte of pay of abill of twenty fower pounds Due to mr John Blackleach of hartford aforesd In wittnese hereof I have sett to my hand the Day and yeare first above written.

wittnese

Ben: Price

Tho: Baker.

the mark of

RICHARD  SMITH.

OCTOBER 19th 1666.

John Plumbe Received a blacke Cowe and a black calfe of Tho: Diamont for the use of Jacob Mygat of hartfort the Cow marked cropt on the nere eare and L on the far eare and 2 slits under the same the calfe a white face a hole in the nere eare wth a crop and a slit and a halfe peny under the off eare.

EASTHAMPTON on Long Iland in Yorkeshire October 23th 1666

Book B, page 53.—This writinge witnesseth yt I Benia-

mine Price of Easthampton have sold unto Alice Stanberough of Southampton and her heyers for ever my home lott wth the Addition thereunto adioyning lieing in Easthampton a fore sd wth all the housinge and barne thereon wth my share of whale and mill thereunto belonginge wth all the fence thereon standinge or lieinge wth all the boards benches and shelves (except Eight boards over the milke house wth two benches and A hanginge shelve in the milke house aforesd As alsoe five boords I bought of Joshua Garlick and a Pine slab by the well wth my lath bench) as alsoe I doe sell fower ladders and the Cow trough wth all the stones & dung and one hoggstrough for and In Consideracon of Three Cowes and two heyfers two yeare old wch the sd Alice Stanberough Doth hereby ingage to deliver unto the sd Beniamine Price the ffifteenth Day of may next ensuing sound and well in Easthampton afore sd and if it soe fall out that the sd Beniamine Price shalbe absent then they are to be Delivered to whome he shall ap,oint to receive them, and it is agreed that Beniamine Price iunior shall keepe the sd Cattell from May Day till the ffifteenth Day aforesd as he doth his sd ffathers without any pay from her the sd Alice Stanberough.

In wisse whereof we have sett to our hands and seales. memorandum yt possession is

to be given the last of march next.

Alice A Stanberoughs

witnesse

marke (seal.)

Richard Stratton

William Edwards.

The Agreement above written is owned & Confessed by both partyes before me.

JOHN MULFORD.

This Writinge witnesseth that I Beniamine Price of Easthampton have sould unto Alice Stanberough of Southampton all my meadow at Aceabonock beinge three Divisions one at the landing place one at the humock & one at the fire place wth all my right and interest in Napeage wth halfe my share of Comonage both in Easthampton and Meantacut and halfe the land that may be laid out here after to my Accomodacon all wch I Doe hereby sell unto the sd Alice Stanberough and her heyers & assignes for ever, for and in Consideracon of Twenty three yards of linnen in two payer of sheets, Sixteene bushells of Marchantable Indian Corne. eleaven bushells of Marchantable wheate, five yards of Cersie, two yards and halfe and halfe a quarter of broad cloath, if hee the sd Beniamine Price shall like the same the Cersie at Eleaven shillings a yard the broad cloath at twenty shillings a yard, and if he like it not then to be paid soe much as that Contaynes in a beast wth Sixteene shillings more in Currant pay the Corne and wheat to be paid unto the sd Beniamine Price in Easthampton at or before the last of March next ensuing In wisse whereof we have hereunto sett our hands and seales

witnesse

Richard Stratton
william Edwards

Alice A Stanbroughs
marke (seal.)

The Agreement above written is owned and Confessed by both partyes before me.

JOHN MULFORD.

OCTOBER 30th 1666.

BOOK 2, page 173.—Thomas Chatfield marked a mare Colt wth a L on the under side of the Right eare and a slit in the top of the left eare the Mare a darke browne wth a mealy mouth B on the off buttock top cut on the Right eare and a

hapeny under the same beinge a mistacke for one of his owne John Cerle saith yt it is Josiah Stanberoughs.

EASTHAMPTON November 66.

BOOK F, 62.—George Miller have exchanged 2 steres unto Mr Perigrine Stanborough come 5 yere ould one redd one wth a white face & one black one wth a white face wth Goodman Meachems eare marke and A on the right horne for 2 black & white steres come 4 year ould & one redd stere calfe all these 3 cattell marked wth a slipe taken of the right eare.

NOVEMBER 5th.

BOOK 2, page 100.—This is Confirmed by the Court of Sessions. It is ordered by the Cunstable and Overseers that all hoggs shalbe kept up in the home lotts after the last of March next or from going abroad and whosoever shall find any wth in any fenced ground shall have 6d a peece payd him by the owner he bringing ym to pound.

It is alsoe ordered yt a three raile fence shalbe sufficient in all comon fences except fr̄om the towne to Georgica and that is left to the towne and all fences are to be made ssufficient by the last of march.

EASTHAMPTON on Long Island Desember 17th 1666.

BOOK F, 60.—William Edwards have sould unto Jacob Travis of Flushing on Long Iland one Sorrell Mare wth a flaxen mane and Taile & a ball face come 4 yere ould & 3 slits in the hinder part of the left eare and 2 bitts taken of from both sides of the right eare alsoe one sorrell horse coult wth a ball face come one yere ould slopte on both sides of the right eare and Topp cut on the same.

DECEMBER 18th 66.

Book 2, page 100.—It is agreed by the maior that John Osburne shall have the great Swampe—from mr Chatfields right to Stephen Hedges and George Millers right in lewe of this Division of land that is now to be laid out leaveing sufficient Watering at the head of the Swamp against mr Chatfields meadow : and it is agreed that John Osburne may fence in the litle humock at the head of Hooke pond on the south side.

JANUARY 2 1666.

Book 2, page 101.—Be it knowne unto all men by these prsence yt John Osburne hath exchanged his meadow wth George Miller namly all the meadow at Accobunock and his meadow at Ashshowale for George Millers share of the meadow at the Swampe at the lower end of the sd John Osburnes Addition ; witsesse our hands

George N Millers marke
JOHN OSBORNE.

JANUARY 16 1666.

Book 2, page 97.—By the Cunstable and Overseers :

Itt is ordered yt whosoever shalbe absent at any time appointed for towne meetings bing sufficiently warned 24 howers before and if any man with draw or be absent halfe a day 1s for not appearing when called 6d if he wth draw from the meeting 1s more, if absent ye whole day 3ss. But in case extraordinary yt all shall appeare att ye sound of ye Drumme, if any neglect to appeare to be fined as aforesaid 3s : and the Cunstable and Oversers if they neglect to execute this order shalbe liable to pay it themselves to be divided as rolloweth one third to the Cunstable one third to the overseers and the rest to the towne.

MARCH 2th 1666 & 67.

BOOK F, 1.—William Edwards have bought of Henry Peirson of Southampton one redd bull 2 yere ould marked with a V or swallow Taile in the right eare and a halfpeny in hinder part of the left eare.

BOOK F, 2.—Alsoe the said William Edwards have bought of Samuell Daighton one black heifer 2 yere ould & halfe the hinder part of the left eare cut of.

MARCH 14th 66.

BOOK 2, page 101.—It is ordered yt Jo: Cirtland shall have 4 ackers of land betwne Ben: Concklings lott & the 3 Raile fence if it be there to be had leaving 2 poole next the fence or ells to stay for the rest till ye fence be removed.

BOOK 2, page 149.—seaventeene yeares if she live and Remyne a widdow vpon Condicions following. That he the sd John Cirtland shall pay for each acker of that land yt hee improveth wth wheat a bushell of wheat by the yeare and for what hee improveth wth Indian five peckes an acker by the yeare and for what hee improveth otherwise five peckes of Indian corne an acker by the yeare, and the sd John Osborne Doth freely give the sd Cirtland the use of his meadow at Norwest Duriinge the tyme aforesd. And the Seaventeene Yeares shalbe gin the next March come twelvemonth.

In wittesse whereof wee have sett to our hands.—[Crossed in the original.]

witnesse

Ben Price

JOHN OSBORNE.

JOHN KIRTLAND.

(Signatures.)

MARCH 14 66.

BOOK 2, page 101.—It is ordered yt John Miller & Renick the dutchman and their assossiates shall have the privledge of the harbor and Accobanock Creekes for killinge of fish for Seaven years from the Day of the date hereof pvided they sett upon it this Simer.

[Original Patent.]

RICHARD NICOLLS ESQR.

Governor Generall, under his Royall Highnesse, James Duke of York & Albany and of all his Territoryes in America, To all to whom these presents shall come, sendeth Greeting:

Whereas there is a certaine Towne, in the East Riding of Yorkshire, upon Long Island, Scituate, lying and being, in the Eastermost part of the said Island, commonly called and knowne by the name of East Hampton, now in the Tenure or occupaton of severall freeholders and Inhabitants, who having heretofore made Lawfull Purchase, of the Lands there unto belonging, have likewise manured and Improved, a considerable part thereof, and settled a competent Number of ffamilies there upon; Now for a Confirmation, unto the said freeholders and Inhabitants, in their Enjoyment and Possession of the pr'misses; Know yee That by vertue of the Commission and Authority, unto me given by his Royall Highnesse, I have Ratified, Confirmed and Graurted, And by these prsents, do Ratify, Confirme and Graunt, unto Mr John Mulford, Justice of the Peace, Mr Thomas Backer, Thomas Chatfield, Jeremiah Concklyne, Stephen Hedges, Thomas Osburne, Senior, and John Osburne, as Patentees, for and on the behalfe of themselves and their Associates, the freeholders and Inhabitants of the said Towne, their Heires, Successors and Assignes, All that Tract of Land, which already hath beene, or that hereafter shall bee Purchased for & on the behalf of the said Towne, whether from the natives—(Indyan

Proprietors), or others within the Bounds and Limitts, hereafter sett forth and exprest, (vizt)

That is to say, Their west Bounds begining from the East Limitts of the Bounds of Soutpton (as they are now laid out, and Stak't, according to Agreement and consent) so to stretch East, to a certaine Pond, commonly called the Fort Pond, which lyes within the old Bounds of the Lands belonging to the Muntauke Indyans, and from thence to go on still East, to the utmost extent of the Island; On the North, they are Bounded by the Bay, and on the South by the Sea, or Maine Ocean, All which said Tract of Land, within the Bounds and Limitts before mentioned, And all, or any Plantation thereupon, from hence forth, are to belong and appertaine, to the said Towne, and bee within the Jurisdiction thereof; Together with all Havens, Harbors, Creekes, Quarryes, woodlands, Meadows, Pastures, Marshes, waters, Lakes, Rivers, ffishing, Hawking, Hunting and ffowling, And all other Profitts, Commodities, Emoluments and hereditaments, to the said Tract of Land and pr'misses wthin the Limitts and Bounds afore mentioned described, belonging, or in any wise appertaining;

To have and to hold, all and singular, the said Lands, hereditaments and pr'misses, with their and every of their appurtenances, and of every part & parcell thereof, to the said Patentees and their Associates, their heires, Successors and Assignes, to the proper use and behoofe of the said Patentees and their Associates, their heires, Successors, and Assignes for ever:

Moreover, I do hereby Ratify, Confirme and Graunt, unto the said Patentees and their Associates, their heires, Successors & Assignes, All the Priviledges belonging to a Towne within this Governmt., and that the place of their pr'sent Habitation shall continue and retaine the name of East Hampton, by wch name and Stile, it shall bee distinguished

and knowne, in all Bargaines and Sales, Deeds, Records and writings;

They the said Patentees and their heires, Successors and Assignes, Rendring & Paying such Dutyes and Acknowledgmnts, as now are, or hereafter shall be Constituted and Established, by the Lawes of this Governmt, under the obedience of his Royall Highnesse, his heires & Successors, Given under my hand & Seale, at ffort James in New Yorke, the 13th day of March in the 19th yeare of his majties Raigne, Annoq Domini 1666.

RICHARD NICOLLS.

Recorded by Order of the Govrnor
the day and yeare above written.

MATTHIAS NICCLLS Secr.

(Entered Into the Records for the County of Suffolk folio 172-173).

JOHN HOWELL, Junr Clk.

MARCH 22 1666-7.

Book 2, page 101.—It is ordered in atowne meeting by a genarall voate that every man shall have 30s for killing a wolfe 18s by the Contry and 12s by the Towne.

APRIL 1, 1667.

Book 2, page 101.—Tho baker is chosen cunstable and Rob: daiton and Willam fithen are chosen Overseers for this yeare.

APRILL the 4th 1667.

Book 2, page 101.—It is ordered by the Constable and overseers that that John Stratton shall vew the fence towards the litle plaine and soe to the towne and Richard Brooks is to vew the fence towards the harber and soe to the towne and

William Fithian is to vew the three raile fence from the Swampe to the beach one the south side they are to doe it for this yeare.

MAY the 8th 1667.

BOOK 2, page 101.—The horses which Mr John Cooper had of Mr Beacker for the execution which were Thomas Diments ere Marke as followeth one blacke horse with A starr in the forehead and A hole in the ere and A slite in the neere ere; one black Meare with A mealy nose and A star in the forehead A crope one boath eres and A hole in the of ere boath of them tooe yeare old one Meare which is black with tooe slites one the of eare and A crop one the neere ere and A hapeny under the seame Branded with A one the of buttock and G on the neere buttock one blacke steere yerling with a crope one the neere ere and A slite in the seame ere to the accompt above.

MAY the 10th 1667.

BOOK 2, page 100.—It is ordered by the Constable and Overseers that soe long as the Cattle goeth beyend the fort pond that the too men that goe to keepe them shall drive the the dry cattle if there bee six or more thay are to Call for over the towne and see what Cattle ther is to drive and if thay neglect soe to doe then thay are to pay for driving them and every man shall warne his naibor sucessively by turnes before thay goe out.

MAY the 24th: 1667.

BOOK 2, page 102.—Vpon debate at A towne Meeting about the money Which was demanded of the towne for the Commisoners Charges: it was agreed upone by the towne

not to pay it: thinking it not Meet to pay it Where upon they have appointed Mr Beacker to speak for them in that Cease.

EASTHAMPTON June 13, 1667.

Book 2, page 110.—It is ordered by the Constable and overseers that whosoever shall leave open any publique geat or bares or any pticuler mans fence shall pay two shillings and all damage that shall arise through thair neglect.

JUNE the 13 167.

Book 2, page 110.—It is ordered by the Constable and overseers that there shall not any Catle be kept with in the three raile fence that is to say with the corne field East nor West one the Sabath day nor any Cowes at any time and if there be any oxen found there on the Sabath day or Cowes at any time the owner shall pay one shilling for every beast: Also it is ordered at the same time that every man shall set at the end of his fence A post and his name upon his poste that is to say all generall fence and every man for his neglect shall pay 2s thay ere to set ther names one there within A weekes times: Also its ordered that noe Catle shall be turned in without a keepor within the fence eastward and if there bee any they ore liable to bee pounded.

Book 2, page 124.—John Mulford paid unto gorge Miller the 27th of June 1667 one gray horse with a crop one the of eare and A one the of buttock two black oxen with a crop one the of eare and A one the of horne: one black cow with a crop one the of eare and A one the of horne: one cow with white undere her bely and some white in the forhed with acrop one the of eare and A one the of horne; one black teere 3 year ould with a crop one the of eare and A one the

of horne : two Red cows with acrop one the of eare and A one the of horne one bull which is black and white one the sides and some white in the feace with a crope one the of eare and A one the of horne one black hefer with acrop one the of eare and A one the of horne.

Changed with gorge miller one bay meare being brand with I C one the shoulder and B one the butuck and A one the of butuck and with acrop one the of eare.

Changed away by John Mulford the mear above writen: for two steeres both black but one hath some white in the forhed both marked with acrop one the of ere and A halfe peny under the same: exchanged these two steeres away to beniamen conckling for two Cowes.

JULY 1667.

Book 2, page 102.—Jeremyah Osborne was chosen Secretary.

JULY the 9th 1667.

Book 2, page 173.—Josuah Garlick marked by order of Mr John Laughton for Samuell Edsall of new Yorke: one two year old Horse of a sad Browne collar; with three slits or cuts on the insid of the Neare eare and with a hole in the ofe oare his naturall marke is a starr in the forehead.

And one mare colt of a bay collor: with three slits or cuts one the insid of the neare Eare: and with a hoole in the ofe eare his naturall marke is he hath a whit face.

pr JERE OSBORNE Record.

SEPTEMBER ye 10th 1667.

Book 2, page 172.—Steven Hand delivered two Mares that were mr Codners: by the sayd Mr Codners order to Charles

Sturmy tanner living at North Sea which the sayd Mr Codner sould to the sayd Charles for a cosiderable vallew. The one a gray mare a bout 5 years old : marked with a crop on the ofe eare and asloope cut out of the backside of the same eare.

The other adarke Gray come three years old cropt on the ofe eare and asloope cut out of the back side of the same eare :

Rich. Shaw was wittness of the delivery.

SEPTEMBER ye 28th 1667.

Book B, page 14.—Bee it knowne to all by these presents that wee whose neames ere under writen neamly Stephen Hand; Shamger Hand Beniamine Hand and in the name of the of the rest doe by these presents Resine all their Right and title that thay Have in Napeague weast Medow : to Thomas Diment and his Haighers for ever : and from any molistation by the Children when thay shall come to eage but then thasett to there Hands when thay come to eage to this deede or another, for further confermance Witnes our hands in presence of

Samuell Mulford

Mary Diment

Rebeckah Hand.

Stephen Hand

Beniamen Hand

Shamger Hand

This agreement was owned by the partyes before mee.

JOHN MULFORD, Justice of peace.

A true copy by mee Samuell Mulford Sec.

1-6-68.

OCTOB ye 9th 1667.

Book 2, page 136.—Arther Howell sould a mare and colt to Mrs Mulford which were delivered in psence of Mr John Mulford her Husband : The mare is of a white culler about

10 years of age Marked as followeth, with a slit one the topp of the neare eare Brandmark with the Letter B: and also with an E on the left shoulder: The Colt is of agrey coller with a little white one the fore head: marked with two slits cros the fore part of the Left eare. Brandmarked with the letter A.

BOOK 2, page 126.—The deposition of Mr Thomas James taken At East Hampton this 18 of Octob: 1667 Testifieth. That being earnestly desired by them of South Hampton Towne: to besome meanes in their be halfe to procure the Testimony or affirmation of the Mantauket Indians concerning the bounds of Shinikute Indians: accordingly Paqultoun counsellore being here at yt prsent at East Hampton: I: enquired of him wheither he knew any thinge concerning the aforesayd Bounds: And he told me he did: As being often Employed by the Sachems in their matters and with all tould me that the bounds of the Shinacut Indians: since the conquest of those Indians: which formerly many years since lived at ackobauk: did Reach to a river where they use to cath the fish we commonly called Ale wives: the name of of that River: he sayd is pehick konuk, and with all tould me that there were two old women livinge at Mantaukut who formerly were of the Acabuck Indians who could give further information concerning the matter: So I made a Journey with Mr Rich Howell and Mr John Leyton to Mantaukut and we mett wth the aforesayd women who afirmed that they formerly were of your Ackobuck Indians and that they knew the bounds the severall Plantations in those parts: one of them an Ancient woman: called by the Indians Akkobauk Homes Squaw: to which the other also assented called wompquaine squaw a middle aged woman: They Jøyntly declared as followeth: That formerly many years since there was A small Plantation of Indians att akkobauk: and that

these Indians being few were driven of their land being Conquered by other Indians.

BOOK 2, page 125.—And that in those tymes the bounds of these akakkobauk Indians came Eastward of the river Pehikkonuk to a creeck which she named. And they gathered flags for matts with in that tract of Land; But since those Indians were conquered that lived att Akkobauk the Shinocut bounds went to the river Pehikkonuk where the Indians catched Alewives: And the shinokuk Indians had the drowned Deere as theirs one this side the sayd River and one beare ssome years since: And the old Squaw Said by the token shee eat some of it Poyinting to her teeth: And that the skin and flesh was brought to Shinnocut as aknowledging their right to it to a saunk squaw then living there who was the old Mantaukut Sachems sister: And first wife to chekkanow: this to the best of my understanding.

Taken upon Oath before mee John Mulford Per me Jeremyah Osborne Recorder &c.

OCTOBR ye 21th 1667.

BOOK 2, page 136.—Reinick Garison Bought of Will Edwards of East Hampton a gray horse between 5 & 6 yeares of age Marked as followeth both sids of the right Eare cut of and cropt in the same eare this horse was delivered on the 19th of Octob. 1667 in prsence of John Edwards marked with the letter A on the ofe buttock. Reinneck Garison sould unto Beniamine Concklin the horse as above yt he bought of will Edwards and he he is marked as above said.

OCTOB ye 22th 1667.

BOOK 2, page 135.—Georg Miller Marked a Mare colt of Samuell Edsals of New york: being of A mouse culler come

2: with three slitts in the ofe Eare And a hole in the neare Eare: her naturall marks are a stare in the fore head: and the neare foote behind white a little above the hofe: and the left foote behind hath allittle white be hind: It came of a Black mare of his her naturall marks are astar in the fore head: and a white slip one the nose.

Mr Backer sould a horse to to Andrew Miller of a sad browne coller of 4 years old: his naturall marke is a star in ye forehead: the other is the neare eare is cropt and a slitt in ye crop and a halfpeny cut out under the ofe eare Brand-marked with ye letter A for East Hampton: and with a T and B one the neare buttock and an E on ye lower parte of the neare buttock beneth nere the thight: this horse was delivered to will Miller by Andrew Millers order in prsence of James Persher.

Book 2, page 109.—This Indenture made the twenty second of october in the yeare of our Lord one thousand six hundred sixty and seven: and in the nintenth yeare of the Raigne of our Sovaraigne Lord King Charles the second: beetwene Benjamin Conckling of Elizabeth towne in New Jarsey of the one party and Mr James Scellinger of East-hampton of yorke sheire one Long Island Witneseth that the sd Beniamen: for and in consideration of the Just some of twenty pounds to mee in hand pay by the above sd Mr Scellinger: Do by these presents Remis Release quit claime Bargin and sell unto the sd Mr scellinger All that my right title claime or intrest in the house house lott aditions: and tenn eacker of wod land that I late purchased of my loving brother Jeremiah Concklin with all comanag belonging to the sd alotment also with all fences or fencing belonging to the sd alotment and also my right in the mill to have and to hold to him and to his heirs warranting unto the sd Mr Scellinger quiet and peacable posession to him and his heirs and

asignes for ever in witnes herof I t^{he} sd Beniamen have hear unto sett my hand and seale: there are also two sheares in napeage that the sd Benjamen bought Mr mulford and nathaniell Bushup to bee part of this indenturee which beeing also parchaced by the sd Mr Scellingner.

the mark of

In presenc of
 Samuel Mulforde
 Jeremyah Osborne.

Benjamin O Conckling

This agreement was owned by both partyes before me
 JOHN MULFORDE.

OCTOB. ye 22th 1667.

Book 2, page 132.—Thomas Dimont marked a horse coult of his owne being of a darke brownish culler: with an ell and a cropp one the ofe eare and slitt on the near-eare his naturall marke is a star in the fore head Branded with the Letter A.

And also a sorill Mare fillly: with an ell and acrop in the ofe eare And a slitt in the neare eare Brandmarked with the Letter A.

OCTOBER ye 22th 1667

Rob Dayton marked a horse coult of Rob Wolleys being of a sadish darke culler: with a hole in the neare eare.

Book 2, page 109.—This indenture made the twenty-six day of october in the year of our lord one thousand six hundred sixty and seven and in the ninetenth year of the Raigne of Sovaraigne Lord King Charles the second, betwene Benjamin Conckling of Elizabeth town in new Jersey of the one party and Mr. James Scellingner of Easthampton of yorke sheere one Long Island on the other party: witnesseth that

the sd Beniamen : for and in Consideration of the some of Twelve pounds and tenn shillings to mee in hand paid have and doe by these prsence Remis Release quite Claime bargain and sell unto the above sd Mr Scellinger all my right title and intrest that I the sd Beniamen have unto all the lands that I bought of Mr Tho Backer and of Samuell and John parsons or of Joseph hand With all the priviledges belonging ther unto as two sheares in the common Medow of napeage as also with all fence or fencing either standing or lying with all other priviledges there to belonging to have and to hold to him and his heires Waranting unto the sd Mr Scellinger quiet and peaceable to him his heirs or assignes for ever : all which lands stand one the Records of Easthampton.

Signed sealed and delivered the day above writen.

The mark of

In the prsence of Beniamen C Conckling.
 Samuell Mulforde
 Jeremyah osborne:

This agreement was owned by boath partyes before mee
 JOHN MULFORDE.

OCTOBER ye 29th 1667.

Book 2, page 102.—At atowne metting then held is ordered that Tho Dimont is chosen to be the Pound keeper with Rich Shaw for the remainder of this yeare. It is also ordered by a Generall voate that John osborne shall have liberty to add as much land to his lott att the mill gate as his smale lott contained which lay at the end of the lott that was latte Luke Lillys : being given him in lew of a lott by hock pond pr Jeremyah osborne Recorder.

Book 2, page 105.—At a court of assises houlden on ye 30 and 31 of octob 1667 :

This court having taken Into consideration the backward-

nes of Most townes in paying in their Rates doe order that by the 20 of this Instant moneth of Novemb all the Rates now dew shalbe payd in fatt cattell or Hoggs alive to be brought to this city of new yorke: for which there is to be allowed for Beeffe three pence pr pound and for porke foure pence: the weight of which said cattell or hoggs so brought as afore sayd and killed here is to be certified to the respective townes from whence they shall come under the hands of the sworne weigh Masters. But for default herein the sayd Rates are to be levyed by the constables of the severall towns by the tenth day of March next in corne at the Rates hereafter menconed that is to say Winter Wheat at 5 shillings the Bushell: Sommer Wheat at foure shillings and sixpence: Indian Corne and pease at the price already set forth and no other graine is to be taken in payment thereof: And if any prticular Person belonging to a towne shall under take to Pay the whole rate of yt of that towne in fatt live cattell at the tyme Prefixt the constable of the Place shall hereby be impowred to levy the severall prportions due from their neightbours in corne at the price before specifyed and pay it into such prson. But if more then one person in a towne shall offer to make such Payment as as aforesayd then the Constable & overseers shall nominate and appoynt which of them they shall judge most fitt & cappable to Performe the same.

By order of the Governour and Court of assizes.

MATTHIAS NICHOLS.

This is a true copy pr me

JEREMYAH OSBORNE Sectr.

Book 2, page 106.—At the Generall court of Assizes held one ye 30 & 31 day of Octob and begining of Novemb 1667.

Whereas the force of the law concerning whales and such

like great fish cast on shoare within this Government is apparently Evaded by the practises of some men seeking their owne ends without Regard either to the benefitt of the Towns & pprietors of the Beach or to the just dutys reserved to his Royall Highnesse: This court doth order & declare that no Particular man or men shall pretend to bee the sole disposers and proprietors of any Whale or such like great fish which at any tyme hereafter shall or may be found dead in the sea without visible markes of a deadly wound formerly given by some Iron knowne and owned by Particular adventurers: How ever that due encouragment may not be wanting to such as shall adventure to bring to land any such like dead ffish they shall from the Proprietors of any Beach be amply rewarded for their paines which satisfaction shall be adjudged by any two Justices of the Peace or at the first Court of Sessions in the same Riding in case the adventurers and pprietors cannot agree.

By order of the Governour and Court of Assizes.

MATTHIAS NICHOLS Sectr.

This is atrue cobby pr me Jeremyah Osborne sectr.

BOOK 2, page 102.—At a towne Meeting held the 31th of Octob 1667 It is Joyntly agreed that in the laying out of this devision yt is now to be layd out: that if in any place there shall in any place fall any land that the allottments shall not reach to it that then it be added to his land that shall fall next to it: And that any such quantyty so added shall be deducted in his next other devision.

It is also ordered that such men as shall have any land aded to the rear of their aditions. That the quantity so layd shalbe deducted out of both their East and west devisions prportionably: Thomas Dimont only excepted who is to have his taken out of his East devision only.

It is also ordered that the men of ye west side of the towne have their aditions in larged and in length thirty pole where it will reach so much and none to have more: they are also to have it the bredth of their lotts: and the sayd inlargment to be deducted as is prvided: also it is prvided it shall not bar up any high wayes.

BOOK 2, page 103.—[It is ordered by the Towne: that Mr. Thomas Chatfield and John Miller shall have their prportion of land with respect to this last divisions of land: with in the three rayle fence at the Towne gate: the high ways being still to remayne as the are alre dy layd out.] Confirmed November 5: 1667 mr chatfel & John miller being to remove the 3 raile fence if there be need.—(In brackets crossed out in original.

It is ordered steven Hedges former graunt of land att the end of william fitheans shall stand.

Novem: 5, 1667.

It is ordered that Mr. Tho: James have three acres & 3 quarters ioyning to his owne land on the further side ye pond, among the trees.

It is ordered Mr Backer have a portion of land on the other side the pond on ye out side Mr James lott on the East side equall wth his lott all redy laid out down to the pond, hee, leaving a high way along by the wood sides Northward from Mr James his lott.

It is ordered the high way shall goe along from the out side mr James lott on ye other side the pond northward & that Steven Hedges shall have allowance in his lott in the wood land for what the high way takes of his land in the plaine.

It is ordered John Osburne shall have a pole of land broad the length of his lott att the mill gate.

It is ordered steven Hand shall have 4 acres laid out att the Neck of Gorgika where mr Mulford formerly mowed in lieu of his small lott att home & the addition he should have in this last division.

It is ordered Tho : osburn Senr. And Tho : osburne Junr. & Roger smith have that peice of land beyond steven Hand lott westward, so to ye Sand Hils leaving a high way sufficient between their land, & steven Hands lott.

It is ordered Jeremiah Conklin have 2 acres or 2 & halfe if it can be had of land att ye Reare of John Osburnes lott in the lotts att mill gate by the side of the high way this granted in consideration of 5 acres diminished in his last division of land.

NOVEMBER 5 1667.

Book 2, page 104.—It is ordered that Robert Dayton shall have twelve acres of land in consideration of his whole last division of land, on the North west on the further end of the last division of the last additions of land on the North side of the high way leaving the high way as it is laid out: leaving a high way between all mens land and his.

It is ordered John Stretton have an acre & halfe more than his proportion laid out to his lott in his last division of land Westward in consideration of what he wants in his addition of land in the reare of his allotment att home.

It is ordered that if upon the division of any mans land some small quantitys of land falling short by any of the ponds sides, he shall have what fals so short in his other division Eastward.

It is ordered mr Backer John Stretton Robert Dayton shall survey & cast up (& to call in the helpe of the town Clerk with them) & set out the proportions, & bounds of each mans allotment in this last division of land now to be laid out.

It is ordered that will Edwards shall have his prportion of this last division of Land upon the eastern Playne: upon the out most side of any shalbe there.

It is also ordered that Steven Hedges shall have his prportion of land of this last devision: which he Bought of Beniamine Price: att the end of will fitheans lott.

It is ordered by ye towne yt Mr Tho Chatfield and John Millr shall have their prportions of land with respect to this last devisions of land: with in ye: 3: rayle fence at ye towne gate; ye high way being still to remaine as they are already layd out: confirmed Novemb. 5: 1667 only John Miller is to remove: ye: 3: rayle fence if there be need.

NOVEMB ye 11 1667.

Book 2, page 107.—It is ordered by the towne yt Mr James shall have the fence belonging to the wolfe penn; he filling up the pits.

NOVEMB ye 12th 1667.

Book 2, page 106.—upon debate had then at atowne meeting aboute ye way by John osbornes: it was at last agreed that a foote way shall serve and for horses to be rode or Lead in it. (Crossed). This was canseled at Ameeting of ye constable and overseers by mee

May ye 7 1668.

Samuell Mulford

Reed.

NOVEMB ye 16th 1667.

Book 2, page 107.—Rob Dayton Bought of John Parsons of this Town six Ackers & a halfe of land lying eastward of Mr. Backers lott in the woods Eastward with in the three rayle fence lying in the woods.

pr me JEREMYH OSBORNE,

NOVEMB ye 18th 1667.

Book B, page 56.—Thomas Osborne Senior hath exchanged his lott lying in the great playne given out for 4 Ackers and a quarter standing on record in the records of the his lands: with Mr Tho Chatfield for his 3 Ackers in the little playne as it stands as it stands on ye records of his alottment: and ye sayd Mr Chatfield is to pay to Tho Osborne upon this exchange: 3: bushels of Indian corne.

pr JEREMIAH OSBORNE Recorder.

DECEMB ye 9th 1667.

Book 2, page 172.—Rich Shaw marked a horse coult of Charles Sturmeys of a bay culler with two halfpennys one the fore side of the near eare his naturall marke is a slip of white one his nose.

DECEMB ye 10th 1667.

Book 2, page 132.—James Topping Marked a horse coult of a year old with a hole in the near Eare and a crop on ye ofe Eare his naturall marke are a white streak downe ye face and a wale eye on ye left side and a black list one ye back.

DECEMB ye 10th 1667.

John Tapping sould to James Hand a mare of a bay coller of two years old: marked with two necks one ye neare Eare on ech side one; Another on ye under side of ye ofe Eare Brandmarked with ye letter A wittnes James tapping.

DECEMBER ye 30th 1667.

Book 2, page 107.—At a towne meeting then houlden it is ordered that a Gin shalbe kept at ye eastermost end of playnes by ye fence if an Indian can be gotten to keep it; And for Incouragement to any that will he is to have for his keeping of it three ackers of Land redy plowed; that is to

say one of John Miller & one of John Osborne and one of Thomas Osborne Junior ye towne allowing them 5s pr acker this order to be in force for one yeare to come.

It is also ordered that Rich Straton shall view ye three rayl fence for this year ensuing.

It is also ordered yt the owners of shepe when they hire a shephard next; shall acquaint him yt he must not let the sheep come into any mans prticular lots yt are inclosed; but if they do chance to get in he must prsently fetch them out or else the sheep are liable to be pounded as trespases; and he must pay the charges that shall so arise.

It is also ordered by a Joynt consent yt Mr. Thomas Backer shall have a certaine peece of Land Lying to Goodman Meechams Lot and Joyning also to his owne land there behind hooch pond; And Mr Backer doth promise to let ye high way by his lott to run straight along as it did formerly.

Book 2, page 127.—This writing witnesseth An agreement Betwene we the the whale Companys of East Hampton And South Hampton and is as followeth: Impr That if any of us shall find any dead Whalls upon the shore that eyther Company should have killed: That Company or person so finding the same shall send Immediat word unto the other company; And they shall well reward the bringer of the News:

Secondly that if any company or parte of them shall find any whale so killed by the other company at sea; that they shall then endeavour to secure them and send word unto the other company And for their paynes they shall have the one halfe of such whales; only if any Irons shalbe found in them they shalbe returned to ye owners of such Irons:

Thirdly if Either Company shall Meet with any wounded whales and afterward strike and kill them: then if any Iron shalbe found in them; they shall restore them unto the first owners there of.

In witness where of both companys two men two men of

each company in the behalfe of ye rest have heare unto set their hands This 4th Day of Janewary 1667.

THOMAS OSBORNE

JOHN LAUGHTON

JOHN OSBORNE

OBADIAH ROGERS.

Witnes hearunto

(original signatures)

John Mulford

Jeremyah Osborne.

JANUARY ye 9th 1667.

Book 2, page 108.—At atowne Court then houlden : It is ordered : that whosoever shall bring up out of the woods any horse mare or colt unmarked he or they shall bring them to the constable of this towne that so acourse may be taken to have them legally cryed or published ; And if no owner shall appear with in to moneths that then the sayd constable shall proced to sale of any such horse mare or colt to any yt will buy them ; But the pay shall be suspended till the end of one yeare next ensuing that so a way may be open for Just claymes ; but if in yt tyme no owner shallbe found that then payment shall be made ; of which one third parte shalbe allowed to such as shall bring them up ; and two thirde parts shalbe payd to ye Constable and overseers ; for ye use of the towne ; But in case an owner shalbe found : And the bringers up of any such horse mare or colte cannot agree betwene them selves for bringiu them up That then it shalbe left to the constable and over seers to determine the matter betwene them.

pr Jeremyah osborne Sectr.

JANUARY ye 19th 67.

Book 2, page 108.—At atowne metting then held it is ordered that that mr James shall have liberty to grind on the

Second day of ye weeke when he cometh and shall not be letted by anymen but shall take place before any other that shall tend there before his teame cometh except such as shall chance to be grinding before he cometh to ye mill.

JANUARY the 25th 1667.

BOOK B, page 56.—Richard Straton hath exchanged his Lott in ye Mill Playne which was Lately Steven Osbornes containing: Six Ackers be it more or less bounded by Mr James Lott west and ye high way East with Gorge Miller for his Lott in the Eastern Playns; containing: six Ackers be it more or less bounded with with the alottment that was layd out to the sayd Richard; east: And the lott which he bought of Steven Osborne west.

Acknowled before me John Mulford.

pr me JEREMYAH OSBORNE.

JANEUARY ye 26th 1667.

BOOK B, page 56.—Rich Straton hath exchanged his Lott in ye Mill Plaine containing five ackers, be it more or lese bounded east by Georg Millers lott East &: Jerimy Mechums lott west and ye high way north, with Jeremy Concklin; for his Lott lay out to him in this Last devision of Land Layd out to him East warde; bounded by the lott of the fay Richard strattons East and the common North; and with thomas osbornes Junior west.

Acknowledged before me John Mulford.

pr Jeremyah osborne Recorder.

FEBRUARY ye 10th 1667.

BOOK 2, page 129.—Thomas shaw marked a mare coult of

Samuell Clarks of North sea : being of a sad browne coller of one years old ; with a halfpenny one the under side of each eare.

FEBRUARY 13th 166 $\frac{7}{8}$.

BOOK 2, page 125.— Rob dayton marked a horse coult of John oldfields come to year old of a bayis culler with two wecks in ye near eare and a peece taken out of the ofe eare at ye top like an ell Branded with the letter A on the ofe buttock his naturall marke is a star in the fore head.

he also marked a horse coult come one yeare old of a brownis culler of John Oldfields with with two slits in the ofe eare and Branded with the letter A on the ofe buttock, his naturall marks is a crocked star in the forehead and the further foote behind white.

February the 20th 166 $\frac{7}{8}$.

BOOK 2, page 108.—Jeremyah Osborne marked two Pigs of a bouthe 20 weeks ould which he bought of John Osborne that were taken on an execution in the be halfe of the sayd John osborne of Alice Stanbrough widdow with aslitt in the right eare they are of a sandy coller with black spots.

FEBRUARY ye 25th 166 $\frac{7}{8}$.

BOOK 2, page 108.—Thomas Osborne Richard Stratton : and Robert Daiton beeing overseers went to vew the bound betwene Easthampron and Southampton and met with Southap men at the stak one the South side and soe went with them to the north side and mutually thay marked a pine tree for the bound stake betwene the plantations : the tree soe marked is one A cleft one the north side commonly caled the Clay Cleft.

Book B, page 61.—Bee it knowne to all men by these presents that I Jeremiah Conckling of East hampton in the East Riding of New yorke for A valuable Consideration have sould & alinated Sixe ackers of land which was mine by law full inheritance & purchas lying one the north end of east hampton this side Mr Chatfeild to the South ward & the the high way westward & the swampe to the east I say I have made a full sale of ye sd land to enock Fithian Sonne of William Fithian of Easthampton to have and to holde the sd land to him his heires & asignes forever the sd enock engaging him selfe to keepe A soficient fence soe much as his part shall bee of the sd land; in witnes here of I sett my hand and seale; in the twentieth yeare of our Sovaraine Lord Charles King of great Brittain &c. and Anodo. 1668.

JEREMIAH CONCKLING.

Signed Sealed and delivered
in the presents of us

Tho. Jeames
Ruth R J. Jeames
marke

A True Copy by mee
SAMUELL MULFORDE Recordr.

Book A, page 7 $\frac{3}{4}$.—This Indenture made betwene Jeremyah Meachem sometime Inhabitant of Easthampton one partie & Thomas James of Easthampton the other In the Twentieth yeare of our Sovereigne Lord Charles the second; & witeseth That Jeremyah Meachem aforesaid doth make sale of & alienate to Thomas James aforesaid Sixe ackers of land which Comonly is called the second home lotts lyeng at the end of the towne of Easthampton Norward to have and to hould: the said Thomas James: to him his heires & as-

signes for ever with soe much Comonage as is proportionable to the same viz for sixe ackers of land; with what prvedges or appurtenances may at any tyme blonge to the same: The Condition of this agrement is as ffolloweth, That the aforesaid Thomas James doth engage to pay to the said Jeremyah Meachem for the aforesaid land the full sume of five pounds to be paid in Boston from the Marchant there viz mr Hezekiah Vsher: in Currant pay at his returne home; but in defect hereof; viz non payment this yeare. The said Thomas James doth engage himselfe heires or assignes to pay to the said Jeremyah Meachem six pounds the next yeare in price Current here in provisions know yee by Comonage in view the tenth part onely of what belongeth to Jeremyah Meachem here in Easthampton lymits, and the tenth part of what land may hereafter bee laid out to Jeremyah Meachems allotment according to former agrement with George Mylier viz a fifth part both of them.

In witnes of the premyses I set to my hand & seale know ye those words to have & to hould being left out were interlyned by consent of the seller.

JEREMYAH I MEACHEM.

his marke

Signed Sealed &

delivered in presence of vs

Jeremyah Conkling

Steven Hand.

Easthampton Aprill

the 13, 1668.

This agrement was owned by both parties before me.

A true Coppy.

JOHN MULFORD.

BOOK B, page 60.—Jeremiah Meachams Convaiane to John Stretton. This Indenture made this fifteenth day of Aprill in the Twentyeth yeare of the raingne of our Sovaraieue

Lord Charles the second King of great Brittain France and Ireland &c. and anodom 1668. Betwene Jeremiah Meacham late of Easthampton one Long Island in Comt. Noua. Yorke of the one party and John Stretton of the sd easthampton of the other pte. Witeneseth that the said Jeremiah Meacham for and in Consideration of A valewable som of money Alredy in hand reseved Have, and by these presents do Allniate bargain and sell and by these presents have Alinated Bargained and Sould unto John Stretton aforesaid, All my Acomidations of Land boath upland and medow that I have in the bounds of Easthampton Aforesaid, excepting ayght eackers of Land and Commonage for six eackers of Land I sould to george Miller specified in A convayance betwene mee the said Jeremiah Meacham and george Miller, and six eackers More sould to Mr Tho. Jeames With Comanage proportinable to the same which six acers is the second home Lotte lying in the wodes northward of East hampton. All the Rest of my acomidations boath upland and Medow being by estimation forty aight eackers of upland bee the same More or less together with commonage proporsionable, and six eackers and a halfe of medow bee the same more or less acording as the severall prsells ere bounded in the publique records of Easthampton Togeather with my pte in the Mille at Easthampton, to him the said John Stretton and his heires for ever To Have and to hold peaceably and quietly to posses and Injoy forever, without the Lett trouble hindrance or Molistation of of Mee the said Jeremiah Meacham or my heires or any other pson or psons by from or under mee laying any Manor of Clayme or title either by in heritage bargain Contract or Mortgage What soe ever Also soe often as need shall requier to signe and deliver unto the said Joh Stretton or his Haires any further or beter Assurance or assurances according to the best advise of any Learned Coun-

cell in the Law. in Witnes Whereof I have hearunto sett my hand and fixed my Seale the day and yeare above Writen.

his Marke

JEREMIAH I MEACHAM.

Sighned Sealed & delivered
in the prsence of

Jeremiah Conckling

Samuell Mulforde

his marke

george Z miller.

A true Copy by me

SAMUELL MULFORD Recordr.

BOOK B, page 62.—This Indenture made this fifteenth day of Aprell in the Twentyth yeare of our Sovereine Lord Charles ye Second King of great Brittainne france & Ireland defender of the faith &c. and in the yeare of our Lord 1668 Betwene Jeremiah Meacham Late of Easthampton one long Island in Comt. Noua yorke of the one party and george Miller of the said easthampton of the other pte. Wittneseth that ye said Jeremiah Meacham for and in Consideration of A Valuable some of Money Already in hand reseved Have and by these presents doe Alinate Bargaine and Sell and Have allinated Bargained and sould All that my house and Home Lotte situate Lying and Being in Easthampton aforesaid being Bounded on ye north by george Millers owne home Lotte and on ye south by the Lotte of William hedges and East by a great pond Commonly known by the name of Huck pond and west by the street together with all housinge Barnes stables fencings orchards gardens or trees Whatsoever aither growing standing or being or in any wise Apptaining unto the sd home Lotte, together with two eackers of Land be the same more or less lying Eastward of the sd Huck pond

Runing northeast and southwest bounded Eastward by Mr Tho Beacker and westward by george Miller above sd, also my shear of Wheales or other Rakes whatsoever belonging to the said hous & home Lotte With all Commonage and Privelidges in Devisions of Land Acording to the Valew of six eackers of Land. To him the said george Miller and his Haires for ever. To have and to hould peaceably and quietly to posses and Inioy for ever Without the Lett trouble hindrance or Molestation of mee the said Jeremiah Meacham my Haires or Any other pson or psons by from or under mee, Laying any mannor of Claime either by Right of inheritance gift grant bargaine Sale or Mortgage Whatsoever Laying any Mannor of tittle or Claime there unto.

Also at any time or times here after to Make unto him the said George his Haires or asignes, such further asurance or asureances as shall by Learned Councill in the Law bee thought meett for his better security and safty. In Witnes Whereof I have hereunto sett my hand and fixed my seale the day and yeare first above Written.

his marke

JEREMIAH I MEACHAM.

Signed Sealed and
delivered in the presenc of
Jeremiah Conckling
his marke
Robert R D daiton.

A True Coppy by mee

SAMUELL MULFORD Recor.

EASTHAMPTON Aprell ye 23th 1668.

Book 2, page 110.—It is ordered by the Constable and overseers that for every one that keeps A boole thay shall reseve foure pence for every Calfe and thay ere to reseve pay

the same year that there booles ere foure yeare ould and those that keepe booles after thay ere two year ould thay ere to pay nothing, and noe booles ere to be kept but such as ere Aproved by the overseers and if thay ere not aproved of by the overseers thay are lyable to pay for ther Calfes, and if any man geld a boole at three year ould thay ere not to let them goe neither with the Cowe herd nor with the dry herd without the townes consent, and for time to come the overseers ere to see that ther be six booles to goe with the herdes.

APRILL 24th 1668.

BOOK F, page 60.—John Stratton have exchanged with the widdow Stanborough one black 3 yere ould heifer with a white little speck in her forehead and some thinge a grisled face cropt on the left eare and an L or halfe the fore part of the right eare cut of and branded with A on the right horne as alsoe a black cow calfe with the heifer, tnease the said John Stratton have exchanged wth the aforesaid widdow for a browne stere 2 yere ould marked with a halfe penny under the left eare and a half peny uppon the same eare and hollow cropp on the right eare and A on the right horne.

alsoe widdow Stanborough have sould unto Henry Norris one Redd Cow 4 yere ould with a half peny under the left eare and a halfe peny uppon the same eare and a hollow cropp on the right eare and branded with A S on the inside of both hornes and A on the right horne.

APRELL ye 30th 1668.

BOOK 2, page 124.—Robert daiton Branded amear of John Oldfields with A one the of Buttuck and there was B above it and the neere foot behinde white: and A hapeny under the of eare and two slites in the same and alittle star in the forehed A kind of abroune meare,

MAY ye 11th : 1668.

Book 2, page 111.—It is ordred at atowne metting and voted then that william Mulford shall have three eackers of Land north from the towne and its to ly by Robert Daitons Land and not to intrench one any high way nor any mans propriaty.

MAY ye 12th : 1668.

Book 2, page 127.—Beniamen osborne branded A meare for his brother Joseph osborne with A one the of buttoke, and B one the same buttoke She is A bay meare with A slit one the of eare and a nick under the neere eare: the B was set one the of buttoke unknowne to the owner :

MAY ye 19th, 1668.

Book 2, page 124.—Richard Sha Marked a coult for his father edward Sha with A crope one the of eare and A halfe-peny under the seame and A slite one the neere eare the Coult was A Mealy colerd with A white streake downe the feace and the of foot behind white and it is a horse coulte.

MAY ye 19th : 1668.

Book 2, page 111.—It is ordred by ye Constable and overseers that Whosoever shall bring up any horses belonging to Easthampton those parsons that bring them up shall turne them in within ye fence if thay brought them out from within the fence and if any man or men neglect to turne them in thay shall pay for each horse or meare tenn shillings and all damage that shall there upon arise : it is to be understood the fence which comes from the harbor: This order above was Confermed at the sessions holden at Southould ye 3d of June : 1668 :

MAY ye 21th 1668.

William Edwards plaintife entereth an action of debt and damage against Humphrey Hughes defendant.

JUNE ye 8th : 1668.

Book 2, page 111.—it is voted in atowne meeting that Edward Avery A Smith upon condition he stay here 3 yeares in ye town shall come into the towne and he shall have three eackers for A home lott in the towne and tenn eackers elsewhere within fence and hee shall be as an inhabitant in the towne to have this land upon condition he shall doe ye towns work & if he goe away ye town to have ye forsaking it.

Also it is voted June ye 8, 68 that John Osborne shall have his devision of Land laid out at wenscot which Land is to be laid out in Lew of the swampe: and six eackers for his Housing Joyning to his devision above mentioned and it to be Laid out by wenscot pond at the end of the Land allredy Laid out also John osborne shall have tenn eackers more laid out at wenscot for his home lott and addition.

JUNE 8th 1668.

Book F, page 58.—George Miller have sould unto Jere-myah Meachem late of Easthampton severall cattell one browne pied oxen about 7 yere ould half the fore part of the left eare cut of & cropt on the right eare alsoe one black oxen about the same age and the same eare mark alsoe one redd oxen of 4 yere ould marked wth the same former eare marke & one black oxen 5 yere ould cropt on the right eare & one redd oxen 5 yere ould cropt on the right eare & a half penie under the same eare alsoe one black cow about 8 yere ould cropt on the right eare & one black Cow more 4 yere ould cropt on the right eare also one black Cow wth some white

under the belly & white Taile & white fete about 5 yere ould & slit in the right eare and alsoe one red heifer 3 yere ould wth a white face & white Tayle & white under the bellie & some white feete cropt in both eares & a hole in the left eare alsoe one black bull about 4 yere ould some white on both flanckes & under the bellie & 2 white feete & a starr in the forehead cropt on the right eare alsoe one black Cow 5 yere ould cropt on the right eare & a halfe penie under the same & the said George Miller have sould unto the foresaid Jeremiah Meachem one Gray horse 6 yere ould cropt on the right eare & A on the right buttuck; all the aforesaid cattell marked wth A on the right horne.

JUNE ye 10 1668.

Book 2, page 111.—Bee it knowne to allmen whome it may concerne that I John Osborne doe and have exchanged two parseels of Land lying in the East plaine with John Parsons and Richard Shaw for A pice of laud lying by wainscut pond of aleven Acors bee it more or less this Agreement or exchange aknowledge beefore mee John Mulford.

JUNE ye 10 1668.

Book B, page 13.—One parsell of land lying at wainscot containing 40 Acors and A halfe bounded with wainscot westerly and the Common north and the common east and John Strattons land east.

Book A, page 7 $\frac{3}{4}$.—Whereas Mr Thomas James mynister of Easthampton upon Long Island did stand indebted to me Jeremyah meachem inhabitant of Salem the full sume of five pounds by vertue of a bill under his hand dated aprill ye 13th 1668 Bee it knowne yt I have received the vallue aforesd & doe fullie acquit and discharge the aforesd mr James of any future debt or debts uppon account of the bill aforesd

having received the full vallue aforesd of five pounds of Mr Hezekyah Vsher of Boston :

I say received by mee

this 15th of June

JEREMY I MEACHEM.

Anno Dom 1668.

his marke

A true Coppy.

JUNE ye 22th 1668.

Book 2, page 112.—Jeames Lopper plainteife enters an action of the Case against Reneck garison to the valew of foure pounds nineteene Shillings for his none performence of agreement with ye said Jeames about going afishing.

JUNE ye 22th 1668.

at a Courte then holden by the constable and oversers ther Judgment is that Reneck garison shall pay three pounds Where of the court charges is to be paid with part and the rest to returne to Jeames Loper.

JUNE ye 24th 1668.

Book 2, page 124.—george Miller bought twoe Cowes of John Mulford the cowes were black and alittle white under ther belyes and one had acrop one the of eare and an A one the of horne.

EASTHAMPTON July first 1668.

Book F, page 56.—Steven hand have sould unto his Brother John Hand one gray horse of 'a light Colour about S yeres ould wth a hole slit out in the right eare and A on the right buttuck alsoe John hand have one bay horse about 12 yeres ould wth a slit in the right eare and a starr in the forehead and branded wth A on the right buttuck and alsoe the said John hand have one blackish browne mare wth a starr

in her forehead about 7 yere ould cropt on both eares and A on the right buttuck wth a horse coult by her side cropt on the right eare and a slip in the under side of the same eare and a hole in the left eare alsoe one sorrell mare wth a ball face cropt on both eares and a hole in the left eare and 2 yere ould and Branded wth A on the right buttuck alsoe one yere-ling Mare coult of a kind of a dowe mouse colour wth a crop on the left eare and A on the right buttuck.

JULY 3th 1668.

Book F, page 51.—Joshuah Garlick Junior saith that he changed a mare Wth Benjamin Joues of Huntington the Mare that the said Joshuah now hath is a bright Doue one wth a Mare coult by her side the Mare beinge about 9 or 10 yeres ould cropt in both eares and slit downe allsoe in both the eares branaed wth A on the right Buttuck & the coult marked as the Mare is on the eares.

JULY ye 16, 1668.

Book 2, page 112.—Stephen Hand sewed William Edwards for A High way over the lots in the mill plaine and Thomas Diment haveing one lott there he tould Stephen Hand if he would bring twoe athenticke testimonyes that would be deposed that there was ahighway laid out there over the Lottes when they were laid out then he would let them have a highway without going to law in the presence of Justice and Constable.

Book A, page 59.—Bee it knowne to all men by these presents yt wee whose names are under written namly Steven Hand Shamgar Hand Beniamin Hand and in the name of the rest doe by these presents Resigne all their right and title that they have in Napeake vast meadow to Thomas Dya-ment and his heires for ever & from any molestation by the

Children when they shall come to age but then set their hands when they come to age to this deede or another for further Confirmation.

witnes our hands

In presence of

Samuell Mulford

Mary Dyament

Rebeckah Hand.

STEUEN HAND

BENIAMIN HAND

SHAMGAR HAND

THOMAS HAND

This agrement was owned by the parties before me John Mulford Justice of the peace. a true Coppy by me

THO : TALMAGE Recorder.

Bee it knowne to all men whom it may Conserne yt wee whose names are vnder written doe owne yt wee have received pay for all ye wast meadow at napeake which we sould to Tho. Dyament we say received of Tho. Dyament full pay by vs this 16 of July 1668

witnes

Samuell Mulford

Issack Hedges.

STEVEN HAND

BEN. HAND

SHAMGAR HAND

THO. HAND.

EASTHAMPTON July 18th 1668.

BOOK F, page 52.—Joshuah Garlick Senior have sould unto James Peircesar latly liveinge wth Mr Gardiner one browne rone horse or Geldinge about 9 yere ould wth a starr in his forehead cropt on both eares & 2 slits cross waies under the left eare & branded wth A on the right Buttuk.

BOOK B, page 54.—Bee it knowne to all men whome it may conserne that John osborne and george Miller have Meade an exchange of Land as followeth george Miller hath of John osborne that Lott which was Mr Chatfelds and that

which was Thomas osborn Seniers boath Lying in the litle plaine boath together containing seven eackers be it more or less also one parsell of Land Lying by Stephen Hands home Lott which Laud is Tho. osbornes Seniers part of this Last devision of Land; John osburne hath of george Miller that devision which was Laid out to Mr Jeames upon wenscot containing seven eackers and three quarters beit more or less alsoe georges last devision laid out to himselfe beyond wenscot pond next to the pond containing tenn eackers beit more or less

This excheng was owned by boath partyes before mee John Mulforde this 23 of July 1668.

JULY ye 26th 1668.

BOOK 2, page 112.—it is ordred by the Constable and overseers that whatsoever Horses shall come into the plaines at the beach below high water Marke thay shall be lyable to bee pounded and the owners of the horses pounded shall pay for pounding and all damage and if the horses come in at any particuler mans fence if the fence was downe before the owner of the fence shall pay poundage and damage that is to say Eastward from the towne.

ye 26th 1668.

BOOK 2, page 8 of Index end.—Nathaniell steers hide waighed forty five pound which steer fell into an Indian barne.

due to Mr Cødners for fence bought of him 12s payd by John Osborne 6s.

AUGUST ye 6th 1668.

BOOK 2, page 112.—It is ordred by the towne that edward Auery shall have that Lott which was John osbornes bounded with Robert Daiton one the South and the highway

one the north and hee is to have it upon Conditions as followeth that hee stay three years in the towne and doe the townes worke; and if after three years ere out hee doath goe away the towne is to have the Lott as twoe indiferent men shall Judge and if hee goas away before the three years bee out then the towne is to pay him for what Charge hee hath been out about it that is to say what charge he hath been out about it that hath mead it better then it was before hee had it and the said edward Auery is to doe the townes work after the three year is out as well as before as long as he stayeth in the towne.

Also at atowne meeting the towne gave him the fence which was John osbornes.

EASTHAMPTON August ye 20th 1668.

Book 2, page 113.—It is ordred by the Constable and overseers that whosoever shall grind Malte at the mill shall after thay have ground Soficiently clear the mill with at least halfe apeck of bread corne and if any man shall neglect for to cleare the mill thay shall be lyable to pay two shillings six penc and whosoever shall finde out any that left the mill unclean shall have one halfe of the fine and the other halfe to returne to the towne.

EASTHAMPTON August 26th 1668.

Book 2, page 176.—This writing witnesseth that wee Tho. Backer and Robert Daiton being desirred by sammuell Daiton have desposed of his son Calebe to John Jushup at sought hampton and his wife mary for the time of twelve years and foure months from the date here of he finding him suficient meate drinke and aparell durring the time, and to doe for him duering the time as for his owne and if both die before

the time be expired then he is to be free as witness our hands

ROBERTE DAITON
THO. BACKER.

I approve these acke settomy hande

SAMUEL DAYTON.

BOOK A, page 13.—Thes are to signifie to all whom it may Conserne yt I Robert Bond Blacksmyth & inhabitant in ye Prouince of New Jarsey in Elizabeth Towne doe fully Impower my sonn Joseph Bond my lawfull Atturny for me & in my stead to make sale of & deliver my house & land, or to let it, being & lying in ye Towne and confines of Easthampton on Long Island being in ye East Rideing in ye Countie of York Shire with every part & parsell thereof, and what this my above said Atturny shall doe, I approve of & it shall stand authentick in Law as if I my selfe were present & had done it in witness whereof I have set to my hand

ROBERT BOND.

As wee witness

Jeremyah Peck Anno Dom 68 Septembr 7.
Joannah Peck.

The above written is a true Coppie.

SEPTEMBER 16th 1668.

BOOK F, 52.—Josiah Stanbrough hath sould unto Shamgar hand one browne Mare & coult the mare haveing a starr in her forehead & cropt in the right eare a halfepenie under both eares & B on the right buttuck & I C on the left shoulder & the coult being a Mare of an Iron gray colour at present wth a starr in her forehead and a white streke Downe

her face wth a slpe taken of from the under side of the right eare wth such a Y mark on the left buttuck.

SEPTEMBER 17th 1668.

Book F, page 50.—Josiah Stanbrough have sould unto Cornelius Deruckson one bay Mare cominge 2 yere ould wth a little white in her forehead marked wth a cropp in the left eare and a slipe taken of from the hinder part of the right eare.

SEPTEMBER 17th 1668.

Book 2, page 123.—Whereas Beniamine Price late of Easthampton by order from Mr Habiah Savage bearing Date Aprill 11th 1665 hath made use of a horse of his untill this prsent Date and not haveing any other order from him since the sd Ben. Price hath this Day Turned up the sd horse wth a Company of Mantacut horses in good Condition flatt and lusty as wnesse Jeremyah Conckling John Cirle Richard Shaw.

A true Record by me

SAM. MULFORD Recorder.

SEPTEMBER 18th 1668.

Book F, page 50.—Mr. Thomas James have sould unto Mr Thomas Backer one black horse 4 yere ould and vantage & cropt in the right eare and slit Downe in the same and a slit under the left eare wth A Branded on the right Buttuck & a horshoe on the left shoulder.

alsoe Mr James have sould unto the aforesaid Mr Backer one black Mare 4 yere ould and vantage cropt on the right eare and slit downe in the same and a slitt under the left eare and A on the right buttuck and a horshoe on the left shoulder.

SEPTEMBER 18th 1668.

Book F, page 48.—Thomas Osborne Senior have sould unto Mr Tho. Backer one bay horse 6 yere ould and vantage wth a hole in the left eare and A on the right Buttuck and P on the left.

Benjamin Osborne have sould unto Mr. Backer one bay horse 3 yere ould and vantage wth a slit in the right eare and a halfepenié under the left eare & A on the right Buttuck and alsoe a starr in the forehead.

the day & yere above written William Edwards have sould unto Mr Backer one Browne horse 4 yere ould and vantage wth a star in his forehead wth a crop in the right eare and a slipe taken of both sides of the same eare and A on the right Buttuck.

Benjamin Hand have sould unto Mr Backer one bay Mare 6 yere ould and vantage wth a white blase Downe the face wth a slipe taken of the under side the right eare & B on the right Buttuck & E D on the left Buttuck & P on the left shoulder.

SEPTEMBER 18th 1668.

BOOK F, page 46.—John Parsons have sould unto Mr Backer one gray horse 5 yere ould and vantage cropt on the right eare and a balld face & A on the right Buttuck.

Roberd Daiton have sould unto Mr Backer one black horse 5 yere ould and vantage cropt in the left eare & 2 slitts in the right eare & A on the right Buttuck.

Mr Pedigrine Stanbrough have sould unto Mr Backer one Browne Mare wth a starr in her forehead cropt on the right eare and a halfepenié under both eares and B on the right Buttuck & I C on the left shoulder.

Roberd Dayton have exchanged wth Ben Price of Elizabeth Towne in the pvince of New Jersey one bay horse black

Mane & a black Taile wth A on the right Buttuck for a black horse of the said Benjamin Price wth a hole in the left eare and P on the left buttuck & 3 yere ould & vantage.

Book B, page 63.—This indenture meade this twenty third of September in the twentieth yeare of our Sovarain Lord Charles the Second King of great Britaine france and Ireland defender of the faith &c: and in the year of our Lord 1668 Betwene Thomas osborne Junear of Easthampton one Long Island in Comt. noua Yorke of the one party and Mr peregrine Stanborah of Southampton one Long Island of the other party Witneseth that I the said Thomas osborne Junear for divers good causes and considerations mee here unto moving as also A valewable some of Money Alredy in hand reseved Have and by these presents doe Alinate bargaine and sell and Have Alinated bargained and Sould All that my house and home Lotte with All Accomidations purtinances and priveledges with every parsell of Land the Home Lott and Addition containing nine eackers bee the Same more or bee it Less bounded with Thomas osborne Seniars home Lott South east and Roger Smiths home Lott norwest John osborns Land South west and the Street northeast Together with All Housings Barnes Steables fencings and orchards gardens or trees whatsoever Aither standing or beeing or in any wise Apertaining unto the said home Lott and accomidations: Situate Lying and being in Easthampton Aforesaid: which accomidations I the said Thomas osborne doe sell and make over to the said peregrine Stanborah: Also I doe sell and make ouer every parsell of Land: as one parsell of Land in the mill plain Contaning foure eackers be the same more or bee it Less bounded with William fithiaus Land one the west side and the Hands Land one the east side and A highway one the north end and the beach one the south end: Also one parsell of Land lying in the eastern plains containng five eackers and A halfe bounded with William fithiaus

Land one the east side and John Millers Land one the West side and the common Land one the north end and the beach one the south end: Also one parsell of Land lying by the eastern plains in the woods containing Seven eackers and A halfe be the same more or be it Less bounded with Richard Strettons Land one the east side and Thomas osborns seniers Land one the west side one highway at the north end and another highway at the South end: Also twoe parsells of Land in the Eastern plains containing one eacker apeece bee the same More or bee it Less one parsell bounded with Nathaniell Bushups Land one the west side and John osborns Land one the east side the other parsell bounded with John esborns Land one the east side and Stephen Hedges Land one the west side: Also one parsell of Land lying by Stephen Hands home Lott containing twoe eackers and three quarters: Also one parsell of Land by the little plains containing seven eackers bee the same more or be it Less bounded with John Mulfords Land one the South and A highway east and the common north and west: Also one parsell of Land eastward from the towne containing five eackers and one quarter be the same more or bee it less bounded with John Mulfords Land one the west side and Jeremiah Concklings Land one the east side: Also one parsell of Land north from the towne in the woods containing six eackers: Also I doe sell and Make over all my Meadow and Mowing Land within the Limits of Easthampton unto the said peregrine Wherin it is to bee understood my proportion of weast Meaddow at nap-eack and at Meantaket: Also my shear of upland and commonag at Meantaket: Also my sheare in the Mill and my sheare of Wheale: Also I doe sell and fully make over unto the said peregrine All immunityes and priviledges commodities profits as commonage and Right in futier devisions of Land that Alredy doath OR hereafter may in any kind or nature belong unto the demised premises: to belong as Afore

said unto the fore said peregrine Stanborah his Haighers ex-
 ecutors Adminestrators and Assighnes for ever To Have and
 To Hould peacable and quiatly To posses and inioy for ever :
 All and every of the demised premises Without the Least Let
 hindrance Molistation or disturbance Whatsoever by mee the
 said Thomas Osborne my Haighers executors Administrators
 or Asighnes or any other by from or under mee or in my
 name : All which premises I doe aferme : and doe covenant
 and promis hearby to maintaine to bee from all mannor of
 fore goeing Sales Mortgageages or ingeagments Whatsoever and
 against any haveing or pretending to have any right or title
 to the same: for ought that I have done or any way caused to
 bee done : I shall and will Maintaine and defend this fore
 mentioned bargaine and Sale : more over I doe by these
 prsents deliver unto the said peregrine Stanborah firme and
 Lawfull possession and sizen of the said Housings Lands with
 every part and parsell thereof and the priviledges thereunto
 belonging with All benefit and profit as is Afore Mentioned :
 Also I doe by these prsents promis at any time or times to
 make unto him the said peregrine such further asuranc or
 asurances as shall by any learned Counsell in the Law by
 though meet for his better Security and Safty : In Witnes
 hereof I have here unto sett my hand and fixed my seale the
 day and year first above writen.

THOMAS OSBORNE JUN.

Sighned Sealed and
 delivered in presence of us :

Tho. Talmag

John Topping

Elnathan Topping.

This Agreement was owned by boath partyes before mee

JOHN MULFORD.

A true Record by mee Samuell Mulforde

Recorder.

SOUTHAMPTON September 24th 1668.

BOOK B ,page 64.—This bill bindeth mee Peregrine Stanborah to pay or caus to bee paid unto Thomas osborne his haighers or Assighnes the full and Just Some of thirty pounds at or before the nine and twentyeth of September in the year of our Lord 1670: in cattell as twoe indiferent men shall prise them it being that which remaineth due from mee to him for A house and Lott which I bought of him the sd Thomas osborne and have now in peacable possession: to the true performance of these premises I bind my selfe my haighers Executors Administrators firmly by these presents in Witnes hereof I have here unto sett my hand and fixed my seale the day and year first above written:

Memorandum it is to be understood the cattell above mentioned are to be prised as thay pas from man to man.

PEREGRINE STANBORAH.

Sighned sealed and delivered
in the presents of us

John Topping

Elnathan Topping.

A True Record by mee

Samuell Mulford Recorder.

BOOK 2, page 123.—Bee it knowne unto All men whome it May conserne that I John Wheller of Southampton have reseved of my Mother Alise Stanborah fifty five pound in part of my portion. I say reseved by mee John Wheller.

A true Record by mee Samuell Mulforde Recorder.

EASTHAMPTON September ye 25th 1668.

SEPTEMBER 25th 1668.

BOOK F, page 44.—Thomas Talmage hath exchanged wth

Cornelius Deruckson liveinge wth in the limits of Southampton one black horse 3 yere ould and vantage halfe the forepart of the left eare cut of & slitt in the right eare and A on the right Buttuck, for one light gray horse of the aforesd Cornelius, about 6 yere ould slitt in the left eare and B on the right Buttuck.

EASTHAMPTON Septembr 27 : 1668.

BOOK B, page 65-66 also BOOK A, page 13-13½.—This Indenture made this Twentie Seaventh of Septembr in Twentieth yeare of our soveraine Lord Charles ye Second King of great Brittainne france & Ireland Defender of ye faith & in ye yeere 1668: Betwene Joseph Bond being his fathers mr Robert Bonds Lawfull Atturney late of Easthampton on Long Island in Comitate noua York shire: of ye one partie & Thomas Osborne Junior of ye said Easthampton of ye other party witnesseth yt I ye said Joseph Bond in my fathers name for & in consideration of a valuable sum of mony already in hand received have & by these presents doe alinate Bargaine & sell & have allinated Bargained & Sould unto Thomas Osborne Junior all my fathers accomodations scittuate lieing & being in Easthampton aforesaid as ye home lott I have sould & fully made over to him ye said Tho: Osborne being bounded with John Mulfords home lott on ye East sid & Thomas Tallmages home lott on ye West ye streete on ye South & ye comon land on ye north, ye home lott with addition Containing foorteene acres bee ye same more or lesse bounded as above mentioned together with all houseings barnes stables fencings orchards gardens or trees Whatsoever either growing or standing or in any waies appertaininge unto ye said accomodation also one parsell of land in ye little plaine containing foure acres be ye same more or be it lesse Bounded with John Mulfords land on ye north side & Thomas

Osbornes seniors land on ye south side: Alsoe one parsell of land in ye mill plaine Containinge foure acres & a halfe bounded with John Mulfords land on ye West side & Steven Hands land on ye East side alsoe one parsell of land in ye mill plaine containing three acres bee ye same more or bee it lesse Bounded with Richard Brookes land on ye East side & George Millers land on ye west side. Alsoe one parsell of land in ye Easterne plaine Containing Nine acres bee ye same more or bee it lesse bounded on ye west with John Mulfords land and William Edwards land on ye East side. Alsoe one parsell of land in ye litle lotts containing one acre bee it more or lesse bounded with William Edwards land on ye west side & Steven hands land on ye East side Alsoe one parsell of land in ye woods Eastward from ye towne Containinge eight acres bee ye same more or lesse bounded with Mr Backers land on ye East side & William Mulfords land on ye west side Alsoe I doe sell & make over all my Devisions of land yt is or shalbee laid out to mee by ye Inhabitants of ye said towne: Alsoe I doe sell & fullie make over unto ye said Thomas all my fathers meadow & mowing ground within ye Limitts of ye said towne of Easthampton. Alsoe his share at Muntaucut & his share of Whale & his share in ye myll.

Alsoe I doe sell & fully make over unto ye said Thomas all Immunities Priveledges Comadities & profits Comonadge & right in future Devisions of land. I say all the fore mentioned premises to belong as aforesaid unto him ye said Thomas Osborne Junior his heires xecutors Administrators And assignes for ever To Have and to Hould peacablie & quietlie to possess & enjoy for ever All & every of ye demised premises without ye least Lett hindrance molestation or disturbance whatsoever by from or under me. Alsoe I doe promise hereby to Maintaine to bee free from all manner of fore going Sales Morgaies or Ingagements whatsoever moreover I doe by these presents

deliver into ye said Thomas Osborne faire & Lawfull Possession and sezen of ye said houseing & lands with every part & parsell thoreof & the priveledges thereunto belonging as before is mentioned. In witnes hereof I have here vnto set my hand and fixed my seale ye day & yeere first above written.

JOSEPH O BOND.

Signed Sealed & Delivered

In presence of us

Samuell Mulforde

his marke

Nathaniell T Tallmage

Joseph Osborne.

This agrement was owned by both parties before mee John Mulford.

This forementioned Bill of sale is a true Coppie as it was xtracted from ye Originall bill of Sale & Compared By me
THOMAS TALMAGE Recordr.

Book A, page 13½.—The land yt was formerly Recorded & did belong unto Mr Bond in this Towne of Easthampton he haveing made his whole accomodation over to Thomas Osborne as by ye above written bill of sale doe fuly appeare ye land yt was laid out to Mr Bond while he did posses & enjoy it was Recorded to him but now ye land yt is since laid out is here entered to Thomas Osborne Junior & ye whole doth now belong unto ye aforesaid Thomas Osborne his heires and assignes for ever.

Book F, page 42.—Mr. Peregrine Stanbrough of Southampton have sould unto Thomas Osborne Junior eight cattell as followeth one Browne stere 3 yeare ould wth a slipe taken of from the under side of the right eare and A on the right horne alsoe one black bull wth a white bellie 2 yere ould and vantage wth a slipe taken of from the under side of the right eare & A on the right horne alsoe one black Cow about 9 yere ould wth the former mark spoken of & B on the right

horne alsoe one black Cow more 5 yere ould and vantage part of the left horne broken of and A on the right horne wth the former eare mark and one black pied Cow 6 yere ould and vantage wth a cropp on the right eare and a hole in the left eare & B on the right horne & T on the left horne alsoe one red Cow wth a white face 5 yere ould and vantage wth a slipe taken out of the right eare & some part of the left horne broken of & marked wth A on the right horne alsoe one light redd Cow 5 yere ould and vantage wth the former eare marke on the right eare and a little slitt cross waies in the left eare & A on the right horne & P on the left horne alsoe one redd Cow more 6 yere ould & vantage cropt on both eares and slitt in one if not in both eares & B on the right horne and both the tops of her hornes sawed of alsoe 2 younge Calves.

SEPTEMBER 28 1668.

Book F, page 40.—Mr Pereigrine Stanbrough have delivered unto George Miller 3 black steres one 4 yere ould and vantage the other 2, 3 yere ould and vantage for payment of the 2 ould oxen that the said Mr. Stanbrough had of the aforesd George Miller wch formerly were Mr Mulfords; the steres formerly mentioned the 4 yere ould hath a slipe taken of from the right eare and a crop on the left eare the other stere hath a crop on the right eare and a slit in the same and a hole in the left eare and all of them marked wth A on the right horne.

George Miller have delivered unto Aaron Tomsin for the use of his tather Thomas Tomson one gray horse about 6 yere ould wth 2 halfpenis under the left eare & B on the right Buttuck alsoe one black Cow wth a little white on her Taile & a white bagge about 6 yere ould.

SEPTEMBER 28, 1668.

BOOK F, page 38.—Thomas Osborne Junior have sould and Delivered unto Joseph bond 4 catell viz. one Browne sterc or oxe 5 yere ould slit in the right eare and a halfpenie under the left eare alsoe one black oxe wth a white face about 6 yere ould wth the same eare mark alsoe one redd Cow about 7 yere ould wth the same marke alsoe one black heifer 3 yere ould & vantage all Branded wth A on the right horne.

OCTOBER ye 6 1668.

BOOK B, page 56.—John osborne hath exchanged his Land lying eastward by the indian well which was laid out to his father Tho. osborne senier containing seven eackers bee it more or less bounded with that which was laid out to Jeremiah meacham west and Mr Bonds east ward with his Nathiel Bushup for his devision of Land at wenscott containing six eackers and halfe bee it more or less bounded with Joshua garlicks devision eastward and John Edwards westward.

EASTHAMPTON November 3, 1668.

BOOK 2, page 113.—It was voted that Samuell Parsons shall have eight acres of land laid out to him in ye woods Eastward where it may be found most convenient, in consideration of his present want of land, & that he abate of his next division if at any tyme hereafter any shall be laid out.

EASTHAMPTON November ye 3 1668.

BOOK 2, page 113.—It is A generall agreement at atowne meeting that every man shall maintaine his generall fence soficently not withstanding thay fence in there Land in particuler which was in the common feild.

EASTHAMPTON November ye 3 1668,

Book 2, page 113.—Stephen Hand hath grant that the towne shall have a high way for one Cart to goe through his Lott in the woods lying one the west side of George Millers Lott by the mill plaine the highway is to bee twelve foot in breadth and the length of the lott and it is only to drive carts and oxen in the yoake and to ride or lead a horse through: and not to drive cattle through out of the yoake: and for that highway the towne doath grant that Stephen Hand shall have one eacker of Land which eacker it was said lay by John Osborns Land at the end of Thomas Osborns seniors addition which Sephe should have.

NOVEMBR 6-1668.

Book F, page 44.—Thomas Talmage have sould unto Mr Thomas Backer the aforesaid light gray horse about 6 yere old slitt in the left eare & B on the right Buttuck.—[Refers to Sept. 25, 1668.]

EASTHAMPTON November ye 10th 1668.

Book 2, page 113.—It is ordred by the Constable and over sears that that there shall not any man fall young small trees for palasadas fence: such trees as men commonly cleave in to twoe peeces and if any man doath fall such trees for palasadas thay shall pay for every tree foure pence and forfeit the stufe unto any parson that shall find it out but men may fall such small trees for any other use but for palasadas fence: it is to be understood that thay shall not fall them in the common.

NOVEMBER 12th 1668.

Book F, page 44.—Mr. James Toppinge have Marked one

bay Mare coult wth a cropp on the right eare and a hole on the left eare the coult haveing a great starr in the forehead & a white streake betwene the nostrills.

NOVEMBER 25, 68.

BOOK F, page 44.—Mr Pedigrine Stanbrough have sould unto Thomas Diament one horse or geldinge about 6 yere ould a kind of sorrell coulour wth a flaxen mane & flaxen tayle some white on all 4 feete & O] on the left Buttuck CW on the left shoulder & the same horse is sould by Thomas Diament unto Mr Thomas Backer the day & yere above writen & this horse have a strike down the face.

EASTHAMPTON December ye 4th 1668.

BOOK 2, page 123.—These men under writen ere chosen Jury men concerning the death of george Miller Lift Thomas Talmage fore man Mr Thomas Chatfeild John Stretton William Mulforde Richard Stretton Thomas osborne John osborne which Jurey men ere sworne before John Mulford.

The verdict of the Jury according to the testimony thay have is that george Millers provoking of the horse caused him to strike him which acotioned his death.

DECEMB: 19, 1668.

BOOK 2, page 114.—It is agreed upon by the inhabitants of this town of Easthampton and the Indians of Montaucut that for the future that the Indians yt live att Montaucut shall fill up all their old barnes, and for the New ones they shall secure them from danger of cattell, or horses, but if any barne through want of knowledge shall escape filling or securing, & any beast of ye English fall in the Indians to doe

the utmost they can to preserve the ^sd_d beast, & they shall be well paid for their labour giving timely notice thereof, but if any Indian hereafter shall neglect wilfully to secure his barne & any beast or horse shall perish therby they that one ye barn, shall pay double dammage.—(Crossed in original.)

DECEM: 21 1668.

Book 2, page 114.—It is agreed upon by the Inhabitants of this town of Easthampton, & the Indians of Montaukut, that for the future every man shall secure his barne att Montaukut from all dammage of cattell or horses, & that if any Indian shall neglect so to doe and any beast perish therby, they shall all make good the dammage, & what old barns are there wch have no particular owner they shall shew them in convenient season, yt so they may be filled up.

This Concluded & agreed upon before the Comisioners

JOHN HOWELL

JOHN YOUNGS.

EASTHAMPTON December ye 24th: 1668.

Book 2, page 123.—Robert Daiton plaintife and Alice Stanborah defendand had an action tryed by the Constable and overseers and thay cast the defendand Court charges.

The defendand aprehending that shee is ronged shee doath complaine to the next court of Sessions.

Book B, page 66.—The Records of Beniamen Hand Jenuary ye 6th 1668 of his Land.

one parsell of Land containing six eackers be the same more or be it less commonly caled the second home loot bounded with Thomas Talmage land East and that which was Thomas Tomsons west the common north and the street South.

one parsell of Land in the twoe mile hollow by the plains Containing four eackers be the same more or bee it less bound with ahighway north and South Mr Chatfei Land East and Jeames Hands Land west.

one parsell of Land one the Eastern plaines Containing iwoe eackers and halfe be the same more or be it less boundd with Thomas osbornes Seni Land west and Samuell parsons Land east ahighway north and the beach south.

one parsell of Land one the Indian well plains containing foure eackers be the same more or be it less bounded with Thomas diments Land East and Thomas Hands Land west being aight score poale in Lenght.

one parsell of Meadow at Napeage containing three eackers be the same more or be it less lying one the further side of his fathers devisiion.

one parsell of Meadow at accoboneck great meadow containing twoe eackers and halfe be the same more or be it less lying by the hummock.

Book B, page 67.—This indenture mead this Seventh of Jewuary in the twenty first yeave of our Sovarain Lord Charles the second King of great Brittainne france and Ireland defender of the faith &c. and in the yeare of our Lord: 1668 Betwen Beniamen Hand of east hampton one Long Island in comt noua: yorke of the one party and John Kerle of the said easthampton of the other party: Witneseth that I the said Beniamen for divers good causes mee here unto Moveing as also avalewable some of Money alredy in hand reseved, Have and by these presents doe Alinat bargaine and sell and Have Alinated bargained and Sould All my Land lying and being in easthampton Afore said as is one the records: As one parsell lying north from the towne commonly caled the second home Lotts containing Six eackers be the same more or be it less bounded with Lift Thomas Talmages Land east

and that which was laid out to Thomas Tomson west: the common Land north and the Street South: also one parsell of Land by the easterne plains containing foure eackers be the same more or be it less bounded with A highway north and another South Mr Chatfelds Land East and Jeames Hands Land west: Also one parsell of Land one the easterne plains containing two eackers and half be the same more or be it les bounded With Thomas osborns seniars Land west and Samuel parsons Land East A highway north and the beach South: Also one parsell of Land one the indian Well plains containing four eackers be the same more or be it less bounded with Thomas diments Land east and Thom Hands Land west being aight Score poale in lenght. Also one parsell of Meadow at napeag containing three eackers bee the same More or bee it less lying one the further side of my fathers devisiō: Also one parsell of Meadow at accoboneck great Meadow containg twoe eackers be the same more or be it less: Which Land is my part when my brothers and I divided the Land fell to mee:

Which Land I doe sell and fully make over to John kerle with every part and parsell thereof with All purtinances and priviledges there unto belonging as right in futiar devisiōs of Land Alredy laid out or shalbe there unto belonging to the said demised prmisses or any part thereof: as Also my right in commonage and my sheare of wheale which is A sixt part of A sheare I say All the fore Mentioned premises to belong as Afore said unto the fore said John Kerle his Haighers executors Administrators And Asighnes forever To Have and to Hould peacable and quiatly to inioy forever All and every of the demised premises without the least lett Hindranc Molistation or distur-Disturbanc. Whatsoever by me the said Beniamen Hand my Haighers executors Administrators or Asighnes or any other by from or under mee or in my name: All which premises I doe afirme and promis and couenant hereby

to Maintain to be free from All manner of foregoing Sales Mortgages or ingeagments Whatsoever or against any having or pretendind to have any right or title to the same for ought that I have done or caused to bee done: I shall and will Maintaine and defend this fore mentioned bargain and Sale: Morover I doe by these presents deliver unto the said John Kerle firme and Lawfull possession and sizen of the said Lands with every part and parsell therof and All priviledges thereunto belonging with all benefit and profit as before Mentioned Also I doe promis at anytime or times to make unto him the said John Kerle such further Asuranc or Asurances as shall by Lerned Councell in the law be thought meet for his better security and safty: in Witnes herof I have heere unto sett my hand and fixed my seale the day and yeare first above Writen.

BENIAMEN HAND.

Sighned Sealed and delivered
in the presents of us

Samuell Mulforde

Joseph Osborne.

This agreement was owned by boath partyes before mee John Mulforde Justice of the peace of Easthampton.

A true Record by mee Samuell Mulforde Recorder.

JANUARIE 7th 1668.

Book F, page 3S.—John Kirle have sould unto Benjamin Hand one horse about 9 yere ould of a light bay colour and a bald face & one foote before white and a hole in the right eare branded wth B on the right Buttuck & I C on the left hipp alsoe the aforesd John Kirle have sould unto the said Benjamin Hand one black Cow 4 yere ould wth a cropp in the left eare and a sl'tt or 2 on the right eare and A on the right horne.

EASTHAMPTON february ye 12th 1668.

BOOK 2, page 115.—It is agreed between ye Inhabitants of Easthampton & Thomas Skidmore Inhabitant of Huntington Smith that the sd Thomas Skidmore shall have the home lott that was John Osburnes together wth the housing & what fencin appertaineth there to & the addition, & twenty acres of upland in any place convenient not yet laid out excepting the calfe pasture, it is also graunted by the aforesd Inhabitants of Easthampton yt he shall have liberty for the high way to lye wth in fence he fencing what is his part between his neighbours on both sides. In consideration of this foresd graunt the sd Tho. doth engage himselfe (God graunting him life) to continue in this towne & to doe the worke for them of a smith for their pay during the space of six years this highway to be within fence only for four yeares tyme and the towne to make up a peice of fencing att present between Robert Daytons orchard & the home lotts aforesd. It is also agreed upon by both parties that on the front of the high way afore sd there shall during the four yeares be a gate, or barres set up by ye towne, & mentained, & this to be kept under lock & key to prevent Damgages to the fore sd Thomas Skidmore in his lott, when any of the Inhabitants of this towne shall have necessary occasion to make use of ye high way.

MARCH 22th 1668-69.

BOOK F, page 36.—James Greene, Seaman yt belonged to the ship cast upp at Meantacut have sould unto Andrew Miller one black Mare 6 yere ould cropt on the left eare & a halfpenie on the same.

LOOSE LEAF 7.—Very obscure in original.

MONTAUKET the 22nd of March 1668.

Deposed then before me John Bentley & Alexandr le Rond Master & Purser of the ship John & Lucy now stranded upon this place, and who did according to the solemnity of the place depose declare and being in veiw of perjury answer that William Reaps of Roads Iland, Marchant to which the said ship was consigned did meaningly and by fair statement make a kind of Certificat from him the said John Bentley and from one Jacob Baylears Chirurgion of the said ship intimating as if the said William Reaps had been the — — (undertake) of Piloting The said ship from Roads Island afore-said to the place called Sandy point and from there a New Pilot to be had to Pilot her to New York, or to such a saffe place where she might most conveniently be loaded That the said John Bentley relyd so farr on the current That on the Contrary he hath seriously — and affirmed that the said William Reaps was the onely and — Pilot they had who according to his witness and ingagement — tooke charge as a Pilot upon the halfe deck directing the course of the man at the helme and that in sight of Fishers Island the wind changed a quistion was had betwene the said John Bentley and the Pilot William Reaps whether they should return back to Fishers Island or take harbour in the River of New London he said he was undertaking to bring them saffe into the said — harbour In hope to gett a better wind the next day. That in order to reach it the said William Reaps gave order direktion to the ships company to steer for said harbour of New London. This convenient neck of land of Fishers Island ——— and came said Alexandr Rond & John Bentley asked others and with a sudain feare that such a star read dangerously. Will Reaps affirmed that he had been there 6 yrs past of and that there was no danger at all That the tumbling of waters was nothing else but so called upon which affirmation themselves. suddenly came upon a Rock.

they stuck fast all night long upon which Island the..... of the ship. John Boyle affirmeth the same. Lieutenant Talmage affirmeth that Thomas Sable did affirm the same unto him that he heard the Pilot of the ship, which Sable was a passenger only and had a share in the ship. John Bentley, and Alexander Rond Purser. Robert Bond Thomas Talmage.

The above depositions have been attested under oath before me the day and year above written John Mulford one of his Majesties Justices of the Peace Easthampton in New England In the presence of Thomas Talmage Thomas Dyment.

MANTAUKE the 22d day of March 1668.

Appeared then before me John Bentley & Alexandr le Rond Master & Purser of the ship John & Lucy, now stranded upon this place and shoare as also John Boyles, Timothy Keitey, Morgan Moriar, Andrew Griffin, and Thomas Jones & the said Timothy, Robert, Morgan and Andrew being all the sea men left of the ship John & Lucy to endeavour to save for the owners what may be saved, which kind of labor and endeavours, all the rest of the sea-men did refuse to doe. The said Thomas was on as a passenger and Cooper to William Reaps who all did according to the solimnity of the place depose and upon paine of perjury declare that on the 10th of Febrary last they wayed anker at Roads Island, and by the diriction of the said William Reape shaped their course for Long Island. That about one houre and an halfe before sun sett, the wind shifted about, which caused a course to be shaped for New London. That about halfe an houre after, and about three miles from Fishers Island, The said ship stuck fast upon a Rock, where she did beat all the night long. That at the first striking, all the sea-men were so dismayed, that jmmediatly John Jennings the chief mate

did putt on all the cloathes he could well putt on which was a great discouragement to all the rest; for Daniel Gillis the second Mate did likewise, and in this great feare wherein the Master would be not regarded nor obeyed, the Long boat was putt out it being very dark, and all though 4 men could hardly keepe her from staving against the ships side, the men in her erged to have the oars, which were watch over by other men who were afraid to venture in the dark wherein but an assurid death appeared there was nothing but a terrible distraction and confusion in the ship all the night long, one erging this the other that, doing one thing and then undoing it doing all things and yet nothing: and at break of day the ship beating so extremely that the Master seemed to keepe out of the forkstl, the men fearing the loss of the boates, and the rudder beatin off the hooks, and some of the ——floating upon the sea; all courage was taken away, and as sudainly——the boates were full of men; John Jennings being one of the very first men who went into the long boat.

The Master, the Purser, and William Reape were very loath to leave the ship, who seeing in a manner all gon, and thinking to be left behinde, went at last into the Pinnace. The Purser and William Reape beeing the two last that went in. That through that extreimity of haste and feare Richard Seizon, Thomas Jones and Harman van Embersson were left behind. That about the time the Pinace came into the River of New London, the ship floated, upon which the said Master, the Purser & William Reape did jntreate and begg the men to returne and see what might be done, but all refused, but the aforementioned Deponants, who were resolved to see and try the utmost. The Purser got presintly a small sloop which was presintly sent out to save the 3 persons left, and see which way the ship was driving. That the next day an other sloup was hired, and a bark. That Willm Reape and the

Purser went in to the Bark, and the M^r into the sloop, but by stormes and extremity of weather were hindred, the sloop comming not to the ship vntill 2 dayes after, and the Barke, not till 5 days after. That the said Thomas Jones with the sd Seizon, and van Embersson, did the same night in the said ship light upon this shoare of Montauket, where the ship stuck fast & still lieth.

The same Thomas Jones doth also affirme; that from the time the ship floated to her coming upon this shoare, she touched at no place as Rocks or sands end before she touched the shoare at this place her hole was full of water and the hay which was provided for horses was flotting in her. That after she was stranded he the said Thomas Jones with Richard Seizen, and Harman Van Embysson stayed in her from that Fryday Aiding untill Sunday ten of the Clock leaving on board 2 sheepe, 2 goats 3 mares and the ships Dogg called Lion, and severall Catts. That as soone as any English man appeared he the said Thomas told them, how cold weather had brought him, and his 2 Companions on shoare and that when Thomas Baker of East Hampton did advise him to goe to the towne to refresh himselfe he refused saying he had a charge of his Masters goods, which he would not forsake. The said Thomas Jones affirmeth allso, that it was by a Providence he was left upon the ship; for the candls lighted, and left barning up and downe and in Course would have burned the ship, and nothing would have bene saved out of her. Alexander le Rond, John Bentley, Robert Boyles, Timothy Keiley and Andrew Griffin doe affirm that all the time spent in the saving of the ship and owners goods cannot amount to above 5 days: Robert Boyle, Timothy Keiley, Andrew Griffin, Morgan Morie, Thomas Jones, John Bentley, Mr Alexander le Rond Purser. This was attested before me upon oath the day and yeare above written John Mulford one of his Maiesties Justices of the peace, at Easthampton In

New England. In the presence of Thomas Talmage, & Thomas Dymant.

BOOK B, page 71.—Bee it knowne to all men by these presents that I peregrine Stanborah of Saggoponek in the confines of Southampton one Long Island have Sould unto John Wheller inhabitant of Southampton A ceertain parsell or parsells of Land which is my propper possession within the bounds of Easthampton, viz: seven eackers and ahalfe of upland lying westward to the towne of Easthampton be it more or less and about three eackers of Meadow bee it more or less at Napeack lying at the South end of the harbor: formerly belonging to Shamger Hand of Easthampton: and seaven eackers more of wood upland five Lying beyend wainskot one this side the towne stake and the other two not yett Laid out which hee shall have in some convenient plect: Also athird part of the commonage which belongeth to the alottment which formerly belonged to Tho: osborn Junear inhabitant of Easthampton: These and every one of the parsells of Land I say: I have sould Ainated and doe give into the possession of the foresaid John Wheller To Have and to Hould the same to him his Haighers or asignes forever with all priviledges and Apurtenances thereto belonging: only the wheale excepted In confirmation of the premises I sett to my hand and seal.

PEREGRINE STANBORAH (L.S.)

Wittnes

Tho. Jeames

Ruth. Jeames.

Anno Dom: 1669 and in the 20th year of the raigne of our Sovereigne Lord Charles the second King of great Britaine &c.

This writting and agreement Aforesd was owned by boath

parties before mee John Mulforde one of his Maiesties Justices of the peace.

A true Recorde by mee

SAMUELL MULFORDE

Recorder.

BOOK B, page 77.—Memorandum—this agreement made between the owners of ye sheep of this towne of easthampton, & John Stretton, as followeth, That John stretton hath agreed to that his sonne steven shall keepe ye sheep; & will doe his best endeavor that they be duely & carfully kept, duering the tyme they goe forth to keeping the present yeare, for which the owners of the sheepe doe agree to give to ye sd John Stretton seven shillings six pence by ye week in good pay viz. in wheat part if it be to be had & Indian corn porke or oyle & he shall have of the owners proportionable to the sheep every one hath 30 lb of wooll. Indian corn to be paid at 3 ls by bush. & wheat att 4ss 6d his tyme beginning april 13. 1669.

EASTHAMPTON Aprell ye 16th 1669.

BOOK 2, page 114.— This writting witeneseth an agreement mead betwene the constable and oversers and Joshua garlick Junear as followeth: That the said Joshua is to keepe the mill for this yeare: and hee is to peck the Mill as often as she hath need and he is to maintaine the trundle: Also he is to maintain the cogge wheele if there bee not above one days worke at once; but if there bee above one days work at once then the towne is to pay for it: and the said Joshua is to heave foure pound 5s by the yeare for his Keeping of the Mill and he is to take his pay in wheat or indian corne or oyle: wheat at 4s-6 pr b. and indian corne at 3s pr b. and oyle at price current; after Joshua hath put in anew sett of

coggs one the towns charge then aferward he is to maintain them himself.

MAY the 6 1669.

BOOK 2, page 116.—Ales stanborah plantive entreth an acshon of the case aganst an Edwards wivse of Willam Edwards defendant for striking Hare.

EASTHAMPTON May ye 14 1669.

BOOK B, page 68.—you Richard stretton being chosen pounder for this present year doe swear by ye Name of ye great, & liveing God to be faithfull in ye trust committed, & to pound all cattell shall be found in plaines or lotts eastward from ye towne, & from ye east of ye Hook pound, all that are poundable according to Law to yor best endeauour without partiality, so help you God.

MAY ye 16th 1669.

BOOK 2, page 122.—Willam Edwards plantive Entreth an acshon of the case aganst ales stanboroh defendant for unjust Molestation.

JUNE 9th 1669.

BOOK F, page 36.—John Cirle have marked for John Cop : of Southampton one light bay horse coult cropt on the right eare and a half peny under the left eare alsoe one horse coult more a darke bay and a starr in the forehead wth the right eare cropt and a halfe penie under the left eare alsoe one Mare coult of a done coulour wth a small white streke downe the face wth the forementioned eare mark cropt on the right and a halipenie under the left eare alsoe one yerelinge gray horse cropt on the right eare & a halfe penie under the left.

JUNE ye 17th 1669.

BOOK 2, page 122.—Wee being called in as arbitrators betwene William Mulford plaintiff and Mr Thomas chatfeild and Tho. diment defe in that matter of differanc betwene them concerning the damage william mulforde hath sustained through thair defective fence: wee upon Mature consideration and after due Weighing the matter one boath sides in an equall ballance: doe aJudge the defendants to Allow and deliver to the plaintiff, each of them A good yew and yew lambe with them: and betwene them boath a good early yew lambe in all being five yews and lambes: and if thay cannot agree about the quallity of these sheepe; to each of them choose an indiferant man to conclud it: and the defendants to beare all charges

Witnes our hands

Tho: Talmage

Wm Edwards.

A true Record by mee

SAMUELL MULFORDE Recorder.

BOOK 2, page 116.—To the Constable of Easthampton: These are in his Maiesties name to will and requier you to ateach of the good of Mr Tho. Chatfeilds to the valew of tenn pounds fifteen shilling and aight pence: which is a debt due to Mr Tho: Jeames for the work of the Ministry: Also you are requiered to ateach of the goods of Robert Daiton to the vallew of five pound ninteen shillings and six pence: which is adebt due to Mr Tho: Jeames for the work of the ministry Which goods soe ateached as above mentioned shall bee prized by indeferant men and the goods soe prized shall be for the use of Mr Tho. Jeames: herof faile you not at your perrill given under my hand at easthampton this 5th of July 1669.

JOHN MULFORD.

A true Record of the atachment
by mee

SAMUELL MULFORDE.

BOOK 2, page 116.—Where as Mr Chatfeild and Robert daiton was desiered to pay thair Reats due to Mr Jeames and thay refused wher upon an Ateachment was forst to be Issued out and thair goods being ateached and put to be prized as followeth wee Jere: Conckling Thomas osborne June: Nath: Bushup and Stephen Hedges being requiered to prize the sheep and cattle of Robert Daiton and Mr Thomas Chatfeild: by the constable of easthampton have acted according to our best Light therein: thay being upon oath according to Law.

A list of what was prized.

	£	s	d
Ito: Robert Daiton one heifer	4	0	0
one weather	0	14	0
one litle weather	0	10	0
one black ewe and white lambe	0	18	0
	<hr/>		
	6	2	0
Mr Tho. Chatfeild is cred.			
To one cowe	4	10	0
three whit weathers and one black	3	4	0
one ewe and one lambe	1	0	0
	<hr/>		
	8	14	0

July ye 6th 1669.

A true Record by mee Samuell Mulforde.

STEPHEN HEDGES

NATH: BUSHUP

THO: OSBORNE

JERE: CONCKLING.

BOOK 2, page 117.—NEW YORKE 6th July: 1669.

MR. MULFORD

After some sessions and readiournments of the Court Admiralty thay heve at last adiudged the ship and goods to returne to the owners: with such exceptions as

in such cases ere usiall: Much debate and examinations of things Heave beene requisit and Liffett Harman like to been sent for: captain Nickols will not yett bee satisfied till hee speake with the boye: but how hee will send for him I cannot tell: if it bee for any thing of examination I hoape to bee gone from hence eare the boye coms; or if hee hath reseved any letters from the boyes frends is more then I know I heve noe great skill in their formalities, but if such athing bee need full hee will write to you himself for my part I must bee passive and submit to what thay please.

I heare of great preperations amaking to waigh up the ship John and Lucy: the making of har swim is not impossible shee is no Iron butt wood, but if after agreat expence thay bring har to some plect: Wheare she must bee taken all abroad to make har firme in apleace scarse of workemen; and turne difficulties to impossibilities; and raise charges to no purpose is the great thing to bee considered: to which the underteakers must heave an eye for to waigh her up: and say thay heve done thair part: and now thay must be paid: would bee but asorry conclusion: unless shee could bee mead sarvisable at a reat not exceeding har worth: soe farr I heve consented and still doe consent: but noe further: to which I protest unto you that you may take notice ont. Lett them run the hazard at thair owne charges not only to waigh her up but to make har firme and sarvisable and honest Judges of this plect shall detirmine thair due reward: I hope to bee with you very shortly: My sarvice to you and yours to Mr Jeames and your naighbours I rest to be comanded.

ELIXANDER LERONDE.

pray Sir Lett this letter bee recommended to Mr Reape.

A true Record by mee
SAMUELL MULFORDE, Recorder.

JUNE 31th 1669.

Book F, page 34.—Shamgar Hand have sould unto Mr Pedigrine Stanborough one darke bay Mare of 4 yere ould cropt in the left eare & 2 slits Downe in the same eare & some whte hairs in her forehead alsoe one yerelinge horse coult a kind of Darke Gray coulour & a slipe taken out of the under side of the right eare & the right hinder foote is white & a starr in his forehead.

JULY the 31th 1669.

Book 2, page 123.—William Mulford plaintiefe enters an action of the trespas upon the case agains william edwards defendand for the defendants striking of the said plaintiefs horse and throwing of him downe in the Mill.

The vardit of the court is thay finde for the plaintiff two penc and the defendand to pay court charges the reson of the courts casting the defendant is upon Isaac hedges testimony, and the defendant owning his testimony and the defendants owning hee strook the horse.

AUGUST 5th 1669.

Book F, page 36.—John Kirle have marked for John Cop, of Southampton one horse Coult of a sorrell coulour wth A white streke downe the face cropt on the right eare and A halfe penny under the left eare.

EASTHAMPTON September ye 12th 1669.

Book 2, page 64.—Thomas Diment plaintiff enters an action of the case agins Stephen Hand defendand to the vallew of foure pound for the defendants killing of a swine of the plaintiefs.

The vardit of the towne court is that the defendant pay court charges and to pay to the plaintiff twenty shillings.

Book B, page 73.—Bee it knowne to all men by these

presents that I Peregrine Stanbrough Inhabitant of Sakko-
bannak with in the confines of Southampton in the castriding
of New yorkshire Heave for a valewable consideration Ali-
nated and sould to John Stretton of Easthampton all my
right title and propriety in my house together with the
Home Lott and Adition consisting of nine Akers of Land
more or Less and hafe the barne all and every of which :
formerly I bought of Thomas Osborne Junear of Easthampton
and A third part of of the commonnage which belonged to
the foresaid A Lotment Also all priveledges immunityes and
purtances Appartaining to the foresaid Lott and Adition my
intrest in the wheale and in the Mill at Easthampton being
excepted in this our agreement : Know yee Also that I doe
in behalfe of myselfe my Heires executors and assignes give
unto the forsaid John Stretton his Haighers executors and
assignes full and free possession of the Alotment aforsaid To
Heve And To Hould the same as his propper Right forever
against any claimes of any parson or parsons for mee or in
my name whomsoever and heve given the forsaid John pos-
session boath by twigg and turfe.

In confirmation of the premises I heve sett to my hand and
seale

PEREGRINE STANBROUGH (L.S.)

signed Sealed and delivered
in the presents of us

Tho : Jeames

Kath. James.

October the first Anno Domi : 1669 and in the 20th yeare
of our Souaraign Lord Charles the second King of great Brit-
taine &c.

This agreement was owned by boath partyes before mee
John Mulford Justice of the peace of Easthampton.

A True Record by me

SAMUELL MULFORDE Recorder.

OCTOBER 6th 1669.

BOOK F, page 34.—Goodman Diament have sould unto Mr Pedigrine Stanborough one sorrell Mare 4 yere ould & vantage & one mare coult that came of the same Mare above mentioned of a yere ould and vantage which mare & coult the said Thomas Diament bought of John Rose of the North Sea.

DECEMBER ye 18th 1669.

BOOK B, page 77.—Know all men that I William Edwards doe give unto Sarah Edwards my daughter and to har haies the House Lott and the addition according as it is staked between John Edwards and Samuell parsons John Edwards Lying west and Samuell parsons East the street north and the swamp south further I give unto my daughter and har haies all the Meadow ground at ackobonek and ackobonek neck and at norwest and that Lott that Lyeth at pantego Robert Daiton Lying East and Mr. Chatfeild Lying west: and likewise the sheare of Meantaket that belongs to that Lott which some tims was caled burdsals Lott and the sheare of the Mill: Likewise I doe give unto Nathaniell Dcmmony who is to Marry my Daughter Sarah I say I doe give to Nathaniell Dommony the House Lott which containeth three akers: his life time having noe haies or children dwelling on the said house Lott: but heaveing childe or children by my Daughter Liveing then to inJoy his Lifetime all the said parsells of Land Above mentioned.

WILLIAM EDWARDS.

Witnes

Tho Chatfeild

Wm Edwards cooper.

A True Record by mee

SAMUELL MULFORDE.

EASTHAMPTON December 18: 1669.

Book A, page 9.—Wheras sundry yeares since I Pauquenacut & severall of us the Indians of Meantacut, heard the ould sachem of Meantacut declare in a generall meeting of the Indians yt he had given to Lev: Lion Gardiner & Tho. James Mynister of Easthampton upon some Considerations knowne to himselfe: all ye whales should be cast up at any time at Meantacut land they being to give what they see meete for ye said whales to ye sd Sachem or his heires after his Decease.

The sachem being dead & part of ye land att Meantacut disposed of: we ye sd Pauquinnacut, Wassouman, Aukeanitt in behalfe of orselves: & in Name of our associates ye proprietors of ye land at Meantacut doe freely graunt & Confirme to ye sd Tho. James & to Jeremyah Conckling now standing up in ye rome of Lion Gardiner all the whales shall be cast vp beyond ye fort pond att Meantacut, to them their heires or assignes for ever uppon ye same tearmes as is before specified was ye graunt of ye ould sachem Wayandance.

I consideration of ye premises wee set to our hands & seales.

PAUQUINNACUT marke =
 CHEKONOW his marke †
 AUKEANIT E his mark.

Sealed Subscribed

and Delivered in the presence of

Wm Wells

John Howell

John youngs.

DECEMBER 21: 1669.

Book 2, page 119.—At a Towne meetinge it is agreed That Samuell Brookes John Stretton Thomas Osborne and John Osborne shall run vpp wth land even wth John Os-

borns lott that is already fenced wth every mans breadth of his lott and to Abate soe much in the next Devision of land preiudiceinge noe high way.

It is Joyntly agrede at a Towne metinge that noe man shall mow any grass upon the beatch upon the plaines nor upon any high way within the plaine upon the penaltie of 20 shillings fine for whosoever goeth contrarie to the same.

Uppon the Day & yere above written It was granted by a vote of the Inhabitants at a Towne metinge That Steuen Hand should have a sartaine psell of woodland lying att Wayinscot beinge at the end of his land that belongeth to him upon the plaine, the high way being west and Georgeca pond lyinge east of the said land and a crecke belonging to the said pond lieinge North of the land all wch land beinge thus bounded is granted unto Steven Hand and in consideration hereof he the sd Steuen Doth Surrender upp unto the Towne 6 Acres of land lieing on the Indian well plaine, as alsoe 4 Acres more is to be Deducted from him upon the next Devision of land.

DESEMBER 24th 1669.

BOOK F, page 32.—Mr John Tappinge have sould unto James Herrick of Southampton one Browne Mare 2 yere ould coming 2 white fete behind & a starr in the forehead marked wth a hole in the left are.

The day and yere above written the aforesaid Mare James Herrick have sould unto Mr Phillip Alcock Scoole Master in the Towne of Easthampton the above Mentioned Mare beinge now Branded wth A Double horse shoe upon the hinder part of the right side and A upon both Buttucks.

The above mentioned James Herrick have Marked one browne bay horse coult wth a starr in the forehead cropt in the left eare and 2 slits Downe on the same eare and slitt Downe in the right eare Branded wth a Duple horse shoe on

the left Buttuck. This last browne bay horse Coult above mentioned of James Herricks it semeth in all pbabilitie it was a mystake whereas it is recorded to bee cropt in the left eare it should have bene entred cropt in the right eare and 2 slits Downe on the same eare and slitt downe on the left eare which is the right marke of James Herrick.

BOOK 2, page 120.—Bee it knowne unto all men by these presents That I Thomas Diament Doe wholie Acquit and Discharge Mr Jacobis Skillinger from any Charges Debts or Demands by me conserninge the Arbitration and the Attur-nyship I was inplyed about to New London as Witnes my hand: this 24th of Desember: 1669.

THOMAS DIAMENT.

In the ppresence of
 Samuell Clarke
 Joseph ffordham.

A true Coppie by mee

THOMAS TALMAGE, Recorder.

DESEMBER 27th 1669.

BOOK F, page 30.—William Russell of Southampton have Marked one Mare coult of a black colour wth a bald face the left foote behinde is white and both the fore feete white with a V on the right eare or a swallow Taile & slitt in the left eare.

ffebruarae 21th 1669.

BOOK 2, page 120.—It is ordered by the Constable & Overseers That noe pines shalbe any way Disposed of out of the Towne that groweth within our bounds uppon the forfeiture of 20s for any peice of such timber any waies put of contrarie to this order.

It is also ordered by the Constable and Overseers that noe man shall grinde att the Mill that have Noe Interest in her unlesse they come and agre with the Constable and Overseers about it nor noe man shall grind for any that have noe share in the Mill neither Directly nor Indirectly uppon the forfeiture of 10s for his soe Doeinge.

februarie 21th 1669.

BOOK 2, page 121.—It is granted by the Towne that Abraham The Dutchman shall have a cartaine peice of land that lieth alonge by John psons his house lott soe much as can be spared without preiuedice vnto the high way which high way is to be eleven pole wide espesiallie towards the farther end ogainst Mr Chatfields land as alsoe hee is to have 6 Acres of land more within the 3 raile fence by Goodman Garlicks land this aforsaid land hee is to have uppon condicion that he is to live on it 3 yeres and to follow his trade of Weaveinge for the Towne and if he remove after the 3 yeres expired then the Towne Is to have the forsakinge of it.

MARCH 10th 1669 and 16670.

BOOK 2, page 121.—It is agreed and granted by the Inhabitants of this Towne that Andrew Miller is to have eight Acres of land lyinge in the Midle range of Wodland lotts nere unto the 2 myle hollow commonly soe called & his Brother John Millers land lyinge next to him westward of him and the the foresaid Andrew have this land granted to him uppon condition followinge, that hee is to ffollow the callinge and trade of a Copp for to make cask for the Townes use and hee is to live in the Towne 3 yere before this aforesd land is prply his to Dispose or sell as his owne and alsoe the said andrew is to have commonage for to kepe 10 head of cattell and alsoe the said Andrew if he can & Doe make more cask

then then the Towne will take of hee is not to make use of The Timber that groweth within the Towne bounds for to sell to any stranger espesially if hee should make any considerable quantitie alsoe the aforesd Andrew Doth Ingage himselfe that he will make good sufficient caske for to hould oyle. [or else hee will have nothinge for his labour pvided men doe not Abuse them after they have them in their owne hands.]—(In brackets crossed in original.)

MARCH 28 1669 & 70.

Book F, page 30.—Thomas Chatfeild Junior have sould unto James Looper one horse Coult about a yere ould of a browne Coulour with A starr in the forehead & some white on his nose Marked with a hole in the left eare and branded with A on the left Buttuck & close dockt.

The coult above specified wch is sould unto James Looper by the above written Thomas Chatfeild was found by the said Thomas & Ralph Daiton under the Meantacut cliffs about the Middle of August last past beinge a younge coult then & without a Dam.

MARCH 30th 1669 & 70.

Book 2, page 122.—To the Constable of Easthampton.

These are in his Matis name to will & require you to Atach the goods of Roberd Daiton to the value of 1£ 13s 8d wch sum is Due to Mr Thomas James for the work of the ministrie 1£ 2s 10d for the said Roberd Daitons Rate & 0£ 10s 10d for John Ouldfeilds part in & by the said Roberd Daiton alsoe you are to Atach soe much above the sum as will Defray Charges whereof faile you not at yor prill given under my hand at Easthampton this 30 March 1670 by me John Mulford.

The Cunstable Accordinge to this Atachment seased uppon

A heifer of the aforesaid Roberd Daiton & prised her by 3 men upon oath Accordinge to law & the heifer was valued by the 3 men Chosen by the Constabe att 3£ 0s 0d & Delivered to Mr James.

APRIL 1, 1670.

Book 2, page 121.—It was by a full vote concluded that the land granted to Andrew Miller afore said att his desire shall be exchanged for eight acres of land beyond that lott granted to the weaver att the North end of ye towne the said Andrew supplying the towne wth sufficient caske as aforesd.

APRILL 2th 1670.

Book F, page 28.—John Kirle have branded one Mare coult of 2 yere ould for John Copp of Southampton of a Griseld Coulour branded wth an S on the left thigh & the right hinde fote of this Mare is white alsoe one horse Coult More of A yere ould of the same Coulour formerly Mentioned only some black spots upon the buttuck marked wth S on the left thigh and the hinder fete are white.

EASTHAMPTON May 3th 1670.

Book 2, page 73 of Loose or short leaf.—An Action of the Case entred before the Constable and Overseers of This Towne by William Edwards plaintife against Thomas Diament Defendant Accordinge to A warrant served upon the foresd Thomas Diament for Detaininge four skins from the plaintife and for not satisfiing him the said William Edwards for some fence that the aforesaid Thomas Diament have made use of. In the Action above mentioned the plaintife and Defendant was called & the Defendant Appeareth not for which cause the Defendant is to pay all the present Charge

for the Execution of the Action and ten shillings for his contempt in not Appearinge accordinge to the warrant.

MAY 6th 1670.

Book 2, page 65.—It is agreed by the Constable and Overseers that every man shall set his marke upon every end of his pticular fence that lieth in generall in all places that soe mens fence may be knowne within 4 Daie after the Date hereof upon the forfeiture of 5s for whoever shall not Attend this Agrement that is to say two first letters of his name.

EASTHAMPTON May 6th 1670.

Book B, page 68.—It is agrede and granted by the Inhabitants of this Towne That Arthur Cresse shall have & is to have foure Acres of land either Joyninge to a psell of land that Andrew Miller is to have which lieth cross the rere end of those lots where John psons liveth or else Joyninge to a tract of land given & granted unto Benjamin Concklinge wch of these² places the said Arthur Doth best like of as alsoe it is agreed that noe more land shall be given or granted by the Towne to any stranger.

MAY 6th 1670.

Book F, page 28.—Joshuah Garlicke Junior have bought of John Copper of Southampton one Iron gray horse of 3 yere ould formerly branded with I C on the left flank and now the C is made a G and now branded with A on the right buttuck and marked with a cropp on both eares and slitt down in both eares and a slit cross waies in the hinder part of the right care and a hole in the left care.

MAY ye 21 1670.

Book 2, page 113.—The Testimony of Japhett being present spectator at the drowning of John Taylmag hee declares as followeth. I see nor perceived no difference betwixt them that was washing of sheep & John talmag neither in word nor action after they had done washing the sheep Arthur Crease went into the boat to goe into the pond to swimming, and John taylmage Ralph Dayton and Jeremy Millor waded to the boate to goe out along with him and after they was gone out into the pond they put off their Cloaths three of them to wash them selves Ralph dayton goeing out of the boate first to swimming and Arthur Crease second and John Taylmage last I could not perceive but John Taylmage did swime as well as the other two after awhile I perceived Arthur swiming to the boate and calling to Jeremy Millor to bring the boate and then I see John Taylmage spring out of the water a litle way and presently hee sunk down and I see him no more alive two Children more can testifie to the same effect Jeremy Miller & Mary Conklin.

EASTHAMPTON May ye 21th 1670.

Book 2, page 115.—Thomas Osborn senior the foreman of the Jury, Mr Thomas Chattfeild William Edwards Jeremy Conkling Stephen Hand Thomas Osborne iunior Nathaniell Bishop was Chosen Jury men to veiw the body of the deceased John Talmage to inquire touching his death the varditt given in by the Jury weedid find in his face some seeming bruise or scratch which wee aprehend might either bee done by him selfe or beating himselfe against something in the bottom of the pond by the Testimonie wee find that hee went voluntary into the water to swim and was drown'd.

EASTHAMPTON May 31th 1670.

Book B, page 74.—Goodman Meachem this is to let you

vnderstand that the Towne hath Atacht two barrells of Beffe that was to remaine in the Towne for the Countreys vse (viz) that is to say for the armour that you carried aWay the Athoritie Did see Cause to Attach it for the arme 3£ 10s & for the ratte of the Cattell 6s, & for Goodman fithian 3s for the use of his horse and a ringe of a sithe and the Charge about it 3s the beffe is Vallued att 2£ 5s a barrell and it was Atacht in Goodman Talmages hand but in Case you returne the armour again hither wee are readie to bee accountable to you for it and if you send the armour before the next killinge time you shall have yor paie then for them 1s more for cartinge Downe a barrell of beefe to the waters side that was in Goodman Talmages hand: This is to give you to vnderstand that the Constable atacht one barrell of beefe att 2£ 10s in the hand of John Sttratton and 18s in Tallow for want of 2 acres of ground in that wch you sould the said John Sttretien for eight acres and a halfe and it was never laid out for noe more then six acres and a halfe; lieinge uppon the easterne plaine betwene Mr Mulford & John Hands lott and if you please to come or send any one to act in yor place in the buisines wth as much expedition as may bee: for I am a great Deale more Damnified.

A true Coppie.

JUNE the 13 : 1670.

Book 2, page 119.—In consideration that John Osborne liveinge Remote from the Towne it is granted to him by the Towne that hee shall have libertie to grinde at the Mill uppon the 3 Day of every Weke from 10 a clock to 12 if any be a grindinge at that time the said John Osborne is to goe in next to those that come out Who ever be there in the compass of that time.

JUNE ye 20th 1670.

Book B, page 74.—Memorandum John osbornes and John

Strettens exchange of Land: (viz) that John Osborne hath lett the said John Stretton have a parsell of Land one wainscotte being eleven poale and tenn foot in breadth and the length as the lotts ere laid out and the land lying by the said John Strettens land: also the said John Stretton hath a small parsell of land of the said John Osborne: runing over the South end of the said John Osborns land downe to the pond: and the said John Osborne hath of the said John Stretton a parsell of land one wainscotte which land lyes betwene towne parsels of land of John Osborns: being twelve poale and tenn feet in breath.

This agreement was owned by boath parties before mee.

JOHN MULFORDE.

EASTHAMPTON June ye 21th: 1670.

Abraham Hawk being brought here before the Court for breaking open of a pack and taking out of goods of Mr Schellinx that was put into his trust to Carry to Southampton for him to bee Conveyed to Seataukett.

The Court doth determine that hee shall Either put in good Security for his returning to the said Schellinx for the lace hee did take out eleven shillings and three pence and like wise to pay eleven shillings as a fine to answer Court Charges or else according to the liberty of the law to receive Corporall punishment.

Book 2, page 7 of Index end.—wheare obadia the engiane was hiered to keepe the cattell att mamtake A munth his munth being out we have hiered wabatiene the engien to keape a nother munth,: for the same wages obadia kepte that is ten shillings by weak: he keerfully to keepe them beyond the forte pond: he begining the 24 Day of this instant June 1670: by us

John mulford
Ritcherd Straten
Tho. Backer.

JUNE 25th 1670.

BOOK B, page 19.—The Records of John Osburnes land at Wainscot some granted to him by the Towne of Easthampton in exchange of land that the said John Osburne did exchange with the Towne as his home lot and addition and some other out land and uppon some other considerations as else where more fully may appeare as alsoe some other land that the said John Osburne have exchanged with severall pticuler men as else where alsoe may Appeare all which land lieth at Wayinscot contayninge threscore and ten acres bee it more or lesse bounded by Wayinscot West the common North John Stratten East and South: Alsoe the said John Osburne hath another psell of lands lieinge on the other side Wayinscot bounded by the common North and the beach South and Wayinscot pond East and the aforesaid John Osburne remaineth an accepted Inhabitart in the Towne of Easthampton Withall privileges and Appurtenanances belonginge to a Thirtene Acre lott.

Alsoe 2 acres and a halfe and 16 pole of Meadow land be it more or lesse lieing at the Norwest bounded South by Mrs. Codner formerly the wife of John Hand Senior: and Steven Hedges North all which land above mentioned remaineth to the aforesaid John Osburne and his heires for ever.

JULY 2th, 1670.

BOOK B, page 75.—It is agreed by the Inhabitants of This Towne that Jeremyah Velle Junior is to have the Whom lott and Adition that was formerly John Osbornes the strete West and highway North and Roberd Daitons lott South alsoe the said Jeremyah is to have commonage for A 13 acre lott and alsoe it is agrede that hee shall have from this time forward land Answerable to a 13 acre lott of what is now hereafter to bee laid out uppo conditions ffollowinge: (viz.) that the

said Jeremiah velle vppon Consideration of the Enioyment of he above written doe Ingage himsefe for six yeres space well and truly to doe and pforme the worke of a Smith for the use and service of the whole Towne and that of all sorts of Smith worke as farr forth as hee is able to doe and that vppon reasonable termes as other men of the same trade Doe in other parts of this Iland and when the six yeres is expired the land is to remaine to him and his assignes he pforminge the conditions above specified but in case the said Jerymiah should remove from hence with in the time above prefixed the land is to returne unto the Towne they only satisfyng the said Jeremyah for what labour he have bestowed on the land accordinge to what the lott is bettered by the same. And if after the six yeres is expired the said Jeremyah should see cause to remoue his Dwellinge hee is to lett the Towne have the forsakinge of the aforesaid land they giveinge him for it as much as any other will Doe acceptinge only Roberd Daiton or hee that may bee in his rome: as alsoe the said Jeremyah Doth Ingage him selfe to come to enter vppon the land and to pforme his aforesaid Ingagment betwene this and the last of October next ensueinge the Date hereof And alsoe it is granted by the Towne that Jeremyah shall have the use of the high Way to ffeede vppon & that the said high way is to bee 2 pole Wide only the turninge of the whom lott is to bee sornthing more. and the aforesaid Jeremyah Velle Doth Ingage himsefe by these presents to ffollow the work of this his callinge for the Towne after the 6 yeres is expired so longe as he Doth continue in the place accordinge to his abilitie.

Book 2, page 72.—I John Mulford sould a bay horse with aball feace acrop one the of eare and branded with A one the of buttuck this 10th of August 1670.

Arthur Creasy one black mare with a litle white one the

noase acrop one each eare and twoe slitts in each branded with A one the of buttuck.

Arthur creasy one gray horse with white downe the face and the neere foot white aswallow taile one each eare an A one the off buttuck.

Done on Desember 3th 1670.

LOOSE LEAF No. 3, torn and obscure.—Memorandum that John Stratten Seniou and Thomas Diamont hath exchanged a psell of land one with another as ffolloweth: (viz) That the said John Stratten Doth exchange and make over vnto the aforesaid Thomas Diamont 4 ackers of land on the little plaine more or lese bounded with the highway, on the east and the beach South and Thomas Talmage his land on the West and Richard Stratten his land North alsoe one psell of land more containinge 2 ackres and 3 quarters bee it more or lese bounded with the Townes land on the — little plaine west and the beach South and Thomas Diamont his land East and The fence as it now standeth towards Georgica North In consideration of this aforesaid land the said Thomas Diamont doth exchange and deliver upp unto the aforesaid John Stratten A sertaine tract of land of the little lotts to the hook pond containinge — ackres bee it more or lesse bounded by the said John Stratten East and the Calfe pasture North and William Myller West and the Cove South Alsoe one acker more of the little lots which the said Thomas Diamont purchased of shamgar hand being bounded with the hook pond on the East and North and Thomas Osborne on the West and the high way and beach South. This above written exchange we the above written pties have each of us delivered up whatever right and Title one to another to themselves or their heirs for ever.

The above written is owned and acknowledged by the

aforesd John Stratten and Thomas Diamont before mee John Mulford, Justice of the peace in the East ridinge of Long Iland.

THOMAS TALMAGE Recorder.

BOOK B, page 73.—The 2 whom lott which John Stratten bought of Steuen Hand as may appeare in page 72 is owned and acknowledged to bee sould by the said Steuen Hand vnto the aforesaid John Stratten before me
John Mulford Justice of the peace.
The 12th of Desember: 1670.

JANUARIE 4th 1670.

Book 2, page 118.—Jeremyah Concklinge have sould vnto Joseph Osburne one Mare of a light gray colour about six yere ould marked wth a cropp on the right eare branded wth A on the right Buttuck and the left foote behind is white alsoe one Mare coult sould by the said Jeremyah vnto the aforesaid Joseph of a year and vantage of a Darke gray colour wth a white strake Downe the face & some white on the right foote behinde and halfe the hinder part of the left eare cutt of and a halfe peny cut of on the hinder part of the right eare and Branded wth A on the right Buttuck.

MARCH 7th 1670-71.

BOOK F, page 26.—Renock Garrison have sould unto Mr Scalenger one mare coult of a yere ould and vantage of a darke Browne colour some little white uppøn the right fote behinde and a cropp on the left eare and a slitt downe in the same eare and Branded wth A on the right Buttuck.

BOOK O, page 13.—Bee it knowne vnto all men by these presents that I Thomas Diment, Inhabitant of Easthampton

on the East Ridinge in New Yorksheire have sould alienated and bargained wth Mr Thomas Troubridge Inhabitant of Newhaven Marchant: for A valueable Consideration: foure Acres of land as it is thus bounded: on the east side by Roger Smiths allotment; on the west by the high way, on the South by a remnant of land still in the possession of the aforesaid Tho. Diment: this aforesaid land thus bounded: I say I firmly sell and make over and give possession to the said Thomas Troubridge, in behalfe of my sefe my heires ex-ecutors and assignes to have and to hould the same; him his heires ex-ecutors and assignes for ever: And I Doe further engage in behalfe of my selfe my heires and assignes for ever to free the said Tho. Troubridge from all Charge or Claimes from any person or persons whom soever: and shall at all times Justifie him in the possession of the same: Alsoe it is further agreed that if the said Tho. Troubridge see cause hee shall have free libertie to cutt wood for his use uppon the Comon-age of the foresd Tho. Diment:

In Confirmation of the premyses I Doe here set to my hand and seale.

THOMAS DIMENT.

Signed Sealed and Delivered
in presence of us

Tho. James
Jeremyah Conklinge.

This March 16 1670-1.

This agreement above written was owned and Acknowledged by both parties: before me John Mulford Justice of the peace: March 16 1670-1.

The above written is a true Coppie taken out of the originall Deede: Transcribed and Compared by mee

THO. TALMAGE Recorder.

LOOSE LEAF No. 3.—Jeremyah Conklinge Deposed Testifieth that at Mr Richard Smith of Neesaquauk : came to my mother Gardiners house and fell into Discourse with her about a psell of land which hee had bought of Mr. Lyon Gardiner lying beyond Neesaquauk : Mr Smith said he thought hee should meete with a great Dele of trouble about the land : Mrs Gardiner made answer of this rather then she would have any trouble about it shee would let the bargaine bee voide or to that purpose : Whereuppon Mr Smith said that he would have the bargaine stand and he would paie accordinge to the agreement with her husband : and hee would take all the trouble on himselfe. Which agreement was that Mr Gardiner sould Mr Smith all his Right in that parsell of land : This Testimony was taken at Easthampton this 21th of March 1670-1 before me John Mulford Justice of the peace.

Alsoe I John Mulford Testifie the substance of this above written being att Mrs Gardiners house att the same time.

JOHN MULFORD.

The above written Depositions are true Copics taken out of the Oriiguall Testimonies : and Compared by me :

THO. TALMAGE Recorder.

BOOK O, page 15.—Bee it knowne by these presents that I John kirtland Inbabitant of Easthampton in New yorkshire, have sould alienated & bargained for foure acres & a halfe of land & the tenth part of an acre more or lesse to Richard Shaw Inhabitant alsoe of Easthampton aforesaid, the land thus bounded beinge addition land as it is called : bounded on the South by Richard Shaws owne addition land, on the North by Mr Scallengers, on the east alsoe by the said Richard Shaws home lott on the west Joyninge to the last 30 pole Addition I say I have sold it firmly to the said Richard Shaw to him his heires admynistrators & assignes to have

& to hould the same for ever, & Doe give him possession of the same & shall free him from all claimes from any in my behalf for ever, The Condition of this agrement is that the foresaid Richard Shaw Doe pay to the aforesd John kirtland the full sum of seven pound thirtene shillings, whereof five pound of this sum is to bee paid in good Marchantable pay & the remainer which is fiftie three shillings, hee the said Richard is to pay in worke & cartinge att a reasonable rate, one halfe of this worke to bee performed this present yeare & the other halfe part the next yeare att tymes as the said John shall nede, givinge the said Richard timely Warning. In Confirmation of the premyses we have sett to our hands.

JOHN KIRTLAND
RICHARD SHAW.

Aprill 4th 1671.

The above written Deede is owned and acknowledged by both the above mentioned pties before mee John Mulford Justice of the peace.

THOMAS TALMAGE Recorder.

MAY the 4th 1671.

LOOSE LEAF 12-13.—It was voted by this towne of East-Hampton that Mr Thomas James and Mr Thomas Backer of this towne have full power to treat and Conclude with the towne of Southampton and Southould or their Agents Concerninge procuringe a Charter: and what priveledges and liberties can bee procured: either for the three Towns in generall or for this towne in perticuler or to make agreement with any person or psons: now bound for England in order thereto, and what these our Agents shall Conclude uppon; wee ingage our selves to the true performance of the same.

MAY 11th 1671.

BOOK O, page 17.—Articles of agreement made betwene the inhabitants of Easthampton on the one partie and Thomas Smith black smith the other ptie as followeth viz (?) That the said Thomas Smith Doth promise and engage himselfe: faithfullie to perform the worke of his trade and callinge for the townes service at all times accordinge to his abilitie god giveinge him health and life and att such reasonable termes as other men of his callinge Doth Doe else where uppon the Mayne land, And in Consideration thereof the inhabitants of this Towne Doth give and grant vnto the aforesaid Thomas Smith the whom lott and addition house and shopp that formerly was John Osborns and also 8 or 10 acres of land more within the Easterne plaine three raile fence; and alsoe the Towne doth give and grant unto the said Thomas Smith libertie of Commonage for 06 Cowes and the aforesaid Thomas Smith doth engage himselfe to live here for the space of 06 yeres; but in case pvidence should soe fall out that he should remoue from hence before 06 yeres bee expired then the land is to retorne againe unto the Towne; they payinge unto him what Charge hee hath laid out uppon the land in any thinge whereby the lott is bettered by it: And alsoe in case that the said Thomas Smith should remove away after the 06 yeres is expired then the Towne is to have the forsakinge of the land they Giveinge for it as much as others will Doe.

JUNE 7th 1671.

BOOK F, page 26.—Mr Backer have marked one black yerelinge Mare coult with a cropp in the left eare and a slit downe in the same and a half penie under or on the hinder part of the right eare wch coult came of a russett Browne mare wth a white streike downe the face marked wth a swal-

low taile in the left eare and an L on the right eare branded with A G upon the right Buttuck being Mr Latimer Sampsons both marked and recorded for him and in his behalfe.

JUNE 22th 1671.

BOOK F, page 36.—John Kirle have Marked for the use of John Coper one browne yerelinge Mare cropt on the right eare & a halfe penie under the left eare alsoe one darke browne yerlinge horse wth a bald face & 2 wale eyes & 4 white feete cropt on the right eare & a halfe penie under the left eare.

JUNE 22th 1671.

BOOK F, page 26.—John Kirle have marked by Goodman Fosters order for the use of Captaine Silvester one bay horse coult that came of the Wrie nosed Mare wth a starr on the forehead wth a cropp and a slope on the left eare: alsoe John Laughton have marked by Goodman Fosters order for the use of Captaine Silvester one Mare Coult with a starr on the forehead that came of the wrie nosed Mares 3 yere ould with a cropp & a slope on the left eare.

JUNE 22th 1671.

BOOK F, page 24.—John Kirle have Marked for the use of Ellis Cooke one bay Mare Coult with a black list Downe her back and a starr on the forehead cropt on both eares and a slitt in the right eare also one Iron gray yerelinge Mare with a bald face & the right hinder foote white cropt of both eares & slit on the right eare alsoe the day and yere above Mentioned John Laughton have taken upp a browne bay horse Coult of a yere ould and vantage that now before this time hadd noe marke which by some evidence as John Kirle by name Doth apprehend to be the fore sd John Laughtons by

the liknes and shape of him wch if any can lay better claime to him then the said John Laughton Doth he may have him and this horse is now delivered into the hands of Mr John Mulford by John Laughton for the use of Benjamyn Conklinge haveinge a browne list downe his back and 2 white legs on the left side and a white streke downe the face and now Marked with a cropp on the right eare and the haire of the Taile cutt of.

JUNE 28th 1671.

Book O, page 19, also Book A, page 102½.—Bee it knowne vnto all men by these presents that I John Mulford Inhabitant of Easthampton have sould alienated and bargained for six acres of land bee it more or lesse Commonlie called by the name of a second whom lott bounded by Benjamin Conklinge on the East side and Thomas Osborne Junior on the west and the present Common North and the high way South: I say I have sould this aforesaid land firmly vnto Joseph Osborne now abidinge in the Towne of Easthampton to him and his heires admynistrators and assignes to have and to hould the same for ever and Doe give him possession of the same. And Doe Doe by these presents free the said Joseph from all Claimes from any in my behalfe for ever: The Condition of this Agrement is that I the aforesaid Joseph Osborne Doe and have paid unto the aforesaid John Mulford the full sum of six pound to his Content and satisfaction in rati-fication and Confirmation of the aforesaid premises wee have hereunto set to our hands.

In presence of

John Mulford
Joseph Osborne.

THOMAS TALMAGE Recorder.

JUNE 28th 1671.

Boo O, page I9.—Memorandum that wee Richard Stratten and John Edwards have exchanged a psell of Meaddow one with another as ffolloweth viz That the said Richard Stratten Doth exchange and Deliver up vnto John Edwards a that Meaddow that he bought of Steven Osborne lieing in Occabonek great meaddow beinge the second Division Containinge one acre sixtie foure pole bee it more or lesse bounde with John Edwards his owne land on the west side and Joshuah Garlike on the East side In Consideration of this aforesaid land the aforesaid John Edwards Doth Deliver vnto Richard Stratten above mentioned one psell of Meaddow lieinge on the Easterne side of the Norwest meaddow Containinge two acres and a halfe and sixtene pole bee it more or bee it lesse bounded by a psell of Meaddow on the Southwest that belongeth and is now in the possession of the above mentioned Richard Stratten which he the said Richard formerly bought of Steuen Osborne and the Common or woodland on the east and Northeast and the end of Mr Backer meaddow some of it west. This the above spesified exchange as it is here spesified wee the aforesaid Richard Stratten and John Edwards have Delived upp our right and Title each to other in this meaddow accordinge as it is here exprest and to our heires for ever.

This the above written is owned and acknowledged by the above said Richard Stratten and John Edwards before me John Mulford Justice of the peace in the East ridinge of Yorksheire on Long Iland the Day and yere above written.

THOMAS TALMAGE Recorder.

SEPTEMBER 16th 1671.

Book F. page 24.—John Kirle have marked for the use of Ellis Cooke one pied Mare Coult cropt on both eares and

slitt downe in the right eare alsoe one bay Mare coult for the use of John Copper cropt on the right eare and a halfe penie under the left eare and one More for John Copper of an Iron gray Collour being a horse Coult & 3 white fete wth a white streke down the face marked on the eares as before Mentioned.

MARCH ye 13th 1671-72.

BOOK F, page 22.—Samuell Mulford sould A gray horse to Mr Beacker with a crope one the of eare and an S one the neare buttuck and A one the of buttuck.

MARCH the 22th 1671-72.

LOOSE LEAF 12, 42.—Att a Towne metinge it is agreed and Concluded betwene the Towne being one ptie and Richard Stratten the other ptie that the said Richard Stratten is to fence the high way that goeth to the Norwest that is the fence that lyeth next alonge by his land well and sufisient acordinge as he shall see cause for the securinge of himselfe from all Damage from cattell according to law and this to bee Done from tin.e to time and att all times for ever. And in Consideration of the same The Towne Doth give and grant unto the aforesaid Richard Stratten eight Acres of land to bee laid out either att the reare of the second whom lott beïonginge to the aforesaid Richard bounded by Thomas Talmage west and Thomas Osburne Junior East or else by another second whom lott belonginge to the said Richard Stratten which is the westermost or last lott upon that Devision either to have eight acres of land upon the side of this aforesaid lott or else in the other place above spesified which the aforesaid Richard Stratten shall see best for himselfe upon the sight and vew thereof these eight acres of land is granted unto the aforesaid Richard Stratten by the Towne for ever upon Consideration of the premises above spesified.

MARCH 27th 1671-72.

LOOSE LEAF 12, 42—Att a Towne metinge there was given and granted by the inhabitants of the same eight acres of land unto Phillip Leeke at the reare end of John psons his house lott beinge about 50 pole in length and 24 pole in breadth beinge bounded east by the high way that goeth Downe to the harbour and South by the reare end of John psons lott and alsoe by the reare end of Benjamin Conklings lott and also by the present Common west and North.

APRILL 10th 1672.

LOOSE LEAF 12, 41.—William Edwards of Easthampton have entered and Action of the case against Roger Earle for vnfaithfullnes in his shepekepinge the Sumer last past and this present Spring vnto the Dammage of foure pound five-teene shillings.

Wheras William Edward the plaintife entred his act Against Roger Earle Defendant and at the time apointed by addiurnement of the Court by his request: the Court havinge called accordinge to law the said plaintife none Apearinge for him the Defendant craueinge A Nonsuite this Court seeth cause to grant Accordingly.

BOOK O, page 13.—Know all by these presents that I Thomas Trowbridge inhabitant of New haven: Doe and have made over this bill of Sale to John Wheller of Easthampton his heires executers and assignes for ever in witnes hereof I have hereunto set my hand: this 22th of Aprill 1672.—(Refers to entry of Mar. 16, 1670-71.)

This assignement owned before me John Mulford Justice of peace 22 Aprill 1672.

THOMAS TROWBRIDGE.

This last above written is a true Coppie: by me Tho. Tal-
mage Recorder.

APRILL 24th 1672.

LOOSE LEAF 12, 41.—Whereas there was an Attachment granted vnto James Looper for to seize upon the bluber or whale that Did belonge vnto Cornelius Williams to the vallue of one pound eight shillings this Attachment being granted and served in the first place and the said James Looper proveinge his Debt before the Cunstable and Overseers: Did grant and Determine The aforesaid James Lopper should have his Debt paid him out of the Oyle which was and Did belonge vnto the aforesaid Cornelius to the value of one pound eight shillings and the said Cornelius payinge all Charges that nesesarily was expended about the same to the Constable and Overseers.

MAY 30th 1672.

BOOK O, page 17.—att a Towne metinge it was agreed and voated that Mr John Mulford and Mr Thomas James and Jeremyah Concklinge shall have their land laid out according to agreement made by the Towne and those three men above said: else where spesified and to that end the Towne have appointed on their part 2 men for to lay out this land namely Mr Thomas Backer and Thomas Osborne Junior and the other 2 men apointed by Mr John Mulford Mr James and Jeremiah Conkling to survay and lay out the land above mentioned is John Stratton and Thomas Talmage:

According to this last agreement of the towne above mentioned: the men appointed by Consent of the towne & Mr John Mulford Mr Tho. James & Jeremyah Conkling as namely Mr Tho. Backer Tho. Osburne John Stratton & Tho. Talmage have laid out this land above specified unto Mr Mulford Mr James & Jeremyah Conkling and it is above the Indyan well plaine in the wood lieing and being eight score pole one waies and Nyne score & foure pole the other way: bounded

Southward by the high way that lies att the hedds of the lotts of the plaine and the other waies Bounded by the present Common and marked with trees.

Book O, page 18.—And Mr Thomas James is by Consent of his other two partners is to have his part on the westermost side next the towue And Jeremyah Conkling is to have his part of land next and Mr Mulford is to have his part of land on the East side all wch land is in the whole nyne score & foure ackers more or lesse soe bounded whereof Mr James is to have sixtie foure Ackers Jeremyah Conkling sixtie ackers & Mr Mulford sixtie ackers.

LOOSE LEAF 15, 30.—Whereas I Reneck Garison of Easthampton in ye East Rideinge of Yorksheire on Long Iland because indebted for goods belonginge to Capt Nathaniell Silvester to ye value of Seaventeene pounds nine shillings my (note——) which should have bene paid by me in ye yere 1670: soe much thereof as might or could bee & ye rest without faile in ye yere 1671 vnto his freind and Agent Mr Thomas Backer of the sd Easthampton of whom I received the said goods: And yet notwithstanding I have not paid my sd Debt according to my engagment, but have bene enforced by my nesesitie to take upp more of the said Capt his goods which make the value of ye whole to bee Twentie three pound sixtene shillings three pence for which I acknowledge I am now indebted into the sd Capt. Silvester, Now know all men by these presents that I the said Reneck Garison Doe hereby binde my selfe my heires Executers and administrators, wth all my estate both reall and psonall vnto him the sd Capt Nathaniell Silvester his heires executers Administrators. That I will pay or cause to bee paid for his use vnto his sd Agent Mr Thomas Backer or his order the full & Just some of Twentie three pound sixteene shillings three pence afore sd in Merchantable oyle att price currant att or before

the last of March next ensueing ye Date hereof: witnes my hand and Seale this tenth Day of June Ano Dom: 1672.

RENOK GARISON.

Signed Sealed and Delivered

In presents of vs

John Mulford

Steven Hand.

A true Coppie.

JUNE 15th, 1672.

LOOSE LEAF 12, 41.—It is ordered by the Constable and Overseers that noe oxen shall be kept within the plaine fence vppon the lords Day unlesse men kepe them within their pticuler inclosed land: vntill farther order bee taken for the same: and this vppon the penaltie of twelve pence for every oxe soe found from the Day of the Date hereof.

JUNE 24th 1672.

LOOSE LEAF 12, 41.—It is agreed by the voate of the Inhabitants that the act of the Justices and Debuties assemled at Southould according to order from the Gouvernour to Consider for our saftie in this time of Danger and the letter that was sent by them to the Gouvernour of their Determynation that they would would Contribute to the — (?) repairing of the ffort att yorke if they myht have the priveledges that other of his Maties subiects in these parts have and Doe enioy: it is well approved of by this Towne and they are willing to Ansswer their part in the Charge accordinge to their act if the priveledges may bee obtained but noe otherwaies.

JULY 2th 1672.

BOOK F, page 22.—Joseph Osburne have Marked for his

Mother one Gray horse coult and a starr in the forehead: with A cropp on the left eare and two slitts cross waies in the forepart of the same eare and a slope taken of on the hinder part of the right eare.

alsoe one gray horse coult which Joseph Osburne Marked for Jeremyah Conklinge with two white feete behinde Marked with two slitts crosse waies in the fore part of the left eare.

EASTHAMPTON July 17th 1672.

Book B, page 76.—A case tried by the Towne Court betwene William Edwards Copper plt and Phillip Alcock Defendt in a matter of Debt to the vally of foure shillings in Sillver pay and as the recorder is informed the Towne Court fined for the plt a 11£ of Whale bone and the Court Charge only a pinte of wine Subtracted.

The aforesd Phillip Allecock Defendant Desireth a reveiw of the case above spesified and it is granted to him.

The aforesd Phillip Alcock at this present seeth cause to with Draw his reveiw and it is granted to him.

EASTHAMPTON this 18th of September 1672.

Book B, page 76, also Book A, page 38½.—Know all men by these presents that I Pedigrine Stanborough of Saggobonock within the presincts of Southhampton haveinge formerly bought of Thomas Osborne Junior the full and whole allottment and accomadation of a fifeteene acre lott as else where may more fully appeare: I Did sell unto John Hop-pinge of Easthampton: in the yeare 1670 and Doe now at this present ratifie and Confirme vnto him the said John hop-pinge the third part of the land that is heareafter and have bene since the yere 1670 to bee laid out belonginge vnto the aforesaid Accomadation that I the said Pedigrine bought of

Thomas Osburne Junior of Easthampton as alsoe the third part of the Commonage of the whole allotment in respect of the land; as alsoe I have sould vnto the said John Hoppinge all the Comonage that I bought of Shamgar hand in respect of the land in the bounds of Easthampton Meantacut only accepted: I the said Pedigrine have sould vnto John hopping every of the psells above spesified for a Certaine sum of money alredie received and Doe by these presents make over all my right title and Interest that I now have or ever hadd of the psells of land above mentioned vnto John Hopping his heires and assignes for ever Accordinge unto the meaninge and true intent of the above mentioned pticulers in Witnes hereof I have here vnto sett my hand the Day and yere first above written :

PERIGRINE STANBROUGH (Sig.)

The above written is owned and Consented vnto by both pties above spesified before mee John Mulford Justice of the peace in the East Ridinge on Long Iland.

JOHN MULFORD.

The last above writen is a true Coppie By me

THOMAS TALMAGE

Recorder.

EASTHAMPTON September 24 1672.

LOOSE LEAF 12, 44.—Whereas there was not long since a parsell of land procured by the towne of Mrs Alce Codner yt was her addition land belonging and addiöyning to some part of her home lott in exchang fer land about the westward bounds of the towne and this land soe procured by the towne was to mak a high way at least of some part of it: and the towne haveing graunted vnto John Stretten Senir And Thomas Dyamend Senir some part of the foresaid land pro-

cured by the towne from Mrs Alce Codner which said land is to remaine to the said John Stretton & Thomas Dyamend and their heires or assignes for ever as it is now laid out to them vpon these Conditions following viz that the said John Stretton & Thomas Dyamend shall from time to time and at all times kepe upp & mayntaine a good Sufficent fence every of them against the high way for to secure themselves from all Damage Done by any cattell what ever unruly cattell only excepted and this fence they are to make the whole length of the high way not Intrenching vpon the high way but the high way is to remaine six pole & 6 foote in breadth as it now is the whole length of the same from one end to the other yt soe cattell may have free passage to and fro in the way at all times as occation may bee.

EASTHAMPTON September 24th 1672.

Book O, page 16.—Whereas there was formerly a Contract made by the Towne and Thomas Smith a black Smith: the Towne grantinge to him a certaine psell of land in Consideration of his trade for to live amonge vs but puidence soe orderinge it that he the said Thomas Smith Doth remoue from vs and he beinge indebted a certaine sum of money to Mr Backer the Towne Doth and have agreeede to take the land againe into their owne hands accordinge to the agrement with the said Thomas Smith: and in Consideration of what Charge the said Thomas Smith have bene at vpon the lott The Towne have agreeede to give 15£ 00 00d unto the aforesd Thomas Smith and have ingaged to pay the aforesd sum unto Mr Backer for and in the behalfe of Thomas Smith if in pork at 03£ 10 pr barrell if in oyle 02£-10 pr barrell if in whale bone att 00-00-05d pr pound if in butter then 06d pr pound and soe the land from this Day forward is wholie freedde from the said Thomas Smith and his heires and the Towne Doth

grant libertie to him to live in the house vntill May Day next ensueing.

Witnes my hand to the above written premyes in the presence of vs

Tho Dymend

Joseph Osborne.

THOMAS
SMITH.

EASTHAMPTON 24th September 1672.

Book O, page 21.—It is ordered by the Maior voate of the Inhabitants that whereas Jeremy Conkling had granted to him a Devisiõ of land lieing next to his land formerly graunted to him on the plaine westward of the Towne and there being a high way within that tract of land that goeth vnto the litle plaine which being soe it woulld prove very preiudiciall vnto severall men that have land westward if that it should have bene stopped Jeremyah Conkling being willinge to have some part of that his said Devisiõ of land prouided hee may have Consideration else where to his satisfaction.

The Towne therefore have agreed and the said Jeremyah Conkling have Consented to it, that Jeremyah shall have in Consideration of his land soe laid Downe about 3 ackers in the Calfe pasture Joyninge to some land of his formerly laid out and this 3 ackers is now laid out bounded by Thomas Osbornes Senior his Addition North and the high way that goeth into the plaine East and the high way in the plaine South and the sum of land that the said Jeremyah Conkling Doth lay Downe westward is about six ackres.

DECEMBER 24th 1672.

LOOSE LEAF 5, 47.—Memorandum that wee Steven Hedges and Isaack Hedges have exchanged some psells of land one with another as ffolloweth: That the said Steven Hedges

Doth exchange and Deliver upp vnto Issaack Hedges five ackers and A halfe of land lieinge and beinge vppon the Easterne plaine bounded wth William stithian west and Richard Brookes East: And the beach South And the high way North: In Consideration of the aforesaid land the above said Issaack Hedges Doth exchange and Deliver upp vnto the above mentioned Steven Hedges foure Ackers of land which is part of a six ackers lott lieinge at the North end of the Towne bounded by John Miller West and the high way North and East And Phillip Leek South This the above spesified exchange of land as it is here spesified wee the aforesaid Steven Hedges and Issaack Hedges: have and Doe Deliver vpp our right and Title one to another and to our heires and assignes for evsr as it is above exprest the Day and yere above written.—(Crossed in original.)

This the above written exchange of land is owned and acknowledged by the above said Steven Hedges and Issaack Hedges before me John Mulford Justice of the peace in the East rideinge of Yorksheire on Long Iland the Day and yere above written: by me Thomas Tahnage Recorder.

this above written is crossed by Isack Hedge his owne hand.

DECEMBER the 24th 1672.

LOOSE LEAF 5, 47.—Bee it knowne vnto all men by these presents that I Issaack Hedges inhabitant in the Towne of Easthampton in yorksheire vppon Long Iland have sould Allienated and bargained two Acres of land with a house vppon the said land which was part of a Six acker lott belonging formerly vnto the aforesaid Issaack Hedges: I say I have sould this aforesaid two ackers and the house vnto Phillip Leeke Inhabitant of Easthaupton aforesaid this land being bounded by Mr Jacobus Scallenger on the South and

John Miller west and Steven Hedges north which was formerly part of the six ackers : and the high way South and this two ackers of the land is to run the whole breadth of the lott and two and twentie pole in length as it is now laid out I say I have sould it firmly unto the said Phillipp Leeke to him his heires admynistrators and assignes for ever and Doe give him possession of the said house and land and shall free him from all claimes from any in my behalfe for ever : The condition of this agreement is that the aforesaid Phillipp Leeke have and Doe paie vnto the aforesaid Issaack Hedges the full sum of twentie nyne pound fifeteene shillinges and in ratification and Confirmation of the above written premyses we have sett to our hands

Isaac hedges
Phillip Leek.

This the above written Deede is owned and acknowledged by both the above mentioned parties before me John Mullford Justice of the peace in the East rideing of Yorksheire on Long Iland the Day and yere above written.

by me THOMAS TALMAGE Recorder.

februarie 7th 1672.

BOOK A, page 4, also BOOK A, page 7.—Att a Towne meting it was agreede uppon & Concluded & voated, that in Consideration that Mr John Mulford Mr Thomas James & Jeremyah Conkling of this towne doe resigne upp a Caraine tract of land lately purchased by them all of the Indyans of Meantacut to this Town together with all their title to the same : They shall have as a peaceable Conclusion of all matters of Difference betwene the Towne & them, each of them sixtie acres of land : this land they are to have either att ackabonuk nek if they like it vppon their veiw thereof or att the wood-

land lyeing against the Indyan well in good land, only Mr James shall have libertie either the whole or part to take up his sixtie ackers of land else where or westward if hee see cause, Alsoe that Mr Thomas James shall have foure ackers of land allowed him with relation to Steven Hedges satisfaction and to lie by Stevens next Devision of land if he please. —(Somewhat defaced.)

And it is farther agreed uppon that Mr James shall enioy freely without molestation from this towne the halfe parte of all whalles shall be cast uppon the beach from Napeake Eastward to the end of the Iland for ever.

Alsoe that Benyamin Conkling shall have a share of the land att Meantacut, Mr Mulford Mr James & Jeremyah Conklinge by this agreement noe wayes Depriving themselves of their particuler proportions equall with other ffree houlders of land in this towne: By Benyamine Conklings share is meant in the land lately purchased.

A true Coppie.

In the presents of

John Youngs

John Howell.

EASTHAMPTON Aprill the first 1673.

BOOK O, page 23.—Whereas Renock Garrison have presented his request vnto the Inhabitants of this Towne Desiringe that they would grant him a small portion of land that soe he might setle himselfe amongst vs: and the Towne Considering his condition how it is with him: have by a maior voat given and granted vnto him the said Renock a certaine parsell of land toward the north East end of the Towne westward of the New high way that goeth to the three myle harbour bounded by the north flank of a psell of land formerly granted unto Phillipp Leeke which is at the

reare end of John psons his house lott and the said renock his land is and Doth run Westward as farr as the foresaid Phillip his land and Renock his land is now measured by the apointment of the Towne and Containeth about sixtene pole in breadth at both ends and soe to run uppon the north flank uppon a straite line from one corner stake to the other as it is now laid out and this land as is conseived may containe about five or six ackers more or lesse given and granted vnto him the aforesaid Renock Garrison uppon this condition that he shall build and setle himselfe uppon it and that for the space of foure yeares from the Day of the Date hereof before hee shall have power to sell or make over or any way in that kind or maner to Dispose of it as his owne: but it shall returne againe vnto the Towne from whom he received it only if god should take away the aforesaid renock by Death before the foure yeares are expired it shall notwithstanding what is above spesified remaine vnto his wife child or children as their owne free land to dispose of as she or they shall see cause.

APRILL 3th 1673.

BOOK O, page 25.—Whereas it is well knowne that where a professinge people are planted and Setled together it is and ought to bee their Dutie with all care and Diligence to In-deauo to the utmost for the Maintenance and Continuance of the gospell of Jesus Christ amongst them whereby their soules may bee built upp and Edified in the waies of god: This towne havinge had Severall Considerations and Consultations together about the same:

And to that end therefore the Inhabitants of this Towne have firmly agreed and by a maior voate granted, That the house lott which formerly was in the possession and Did Appartaine vnto John Osborne with the whole addition: To-

gether with the high way which was Intended for to goe to the Easterne plaine: That is the whole Tract of land that lieth betwene Robert Daytons house lott and Addition and Mrs Alce Stanborough her house lott and Addition in bredth and length shall bee kept intire and reserved for a Mynister When ever god shall Deprive them of Mr James the present Pastor and Minyster of this place: And in the meane space it is and may bee lett out and Disposed of for the good and benefit of the Towne as they shall see cause: yet still to be reserved for that vse before spoken of When they shall stand in neede of the same.

LOOSE LEAF 17-40.—Whereas This Towne hath formerly procured into their owne hands the whom lott and addition that was in the possession and did belong unto John Osburne, this land lyeing and being betwene Robert Daytons house lott and addition on the one side and Mrs. Alce Stanboroughs house lott and Addition on the other side.

This Towne haveing in regard of the Commodiousnes of it being in the hart 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 length and breadth to bee kept intire and reserved for a mynister and there being at the reare end of this aforesaid land a parsell of low land belonginge and now in the possession of Thomas Osborne Senior, and by reson that the highway which did passe through this land above mentioned is stopped upp and by a major voate of the Towne disanulled soe that the said Thomas Osborne cannot come to this his land as formerly and the Inhabitants Conseiveinge that this land soe lyeing may be some Inlargment to this aforesaid lott and therefore have peured 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 is now measured staked and laid out by Apoyntment to witt as farr as to the Easterne part of the hommack of upland goeing on upon the meadow that lyeth at the head of the pond only the said Thomas Osborne have reserved a litle part of the South end of this hommock to himselfe for to set a stack of hay on it being now staked out and Apoynted how far hee shall come on upon the hommack: and this parsell of land soe procured is to remaine unto the lot and to be kept intire with the alotment for the use aforesaid And in Consideration of this parsell of low land soe exchanged with the said Thomas Osborne the Towne have 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 apoyntment upon the flancke of Thomas Osbornes Addition and lyeing the whole length of his Addition and to remaine to him the said Thomas Osborne Senior and his heires and assignes for ever he keping & Mayntayning his fence suficient all waies against cattell according to law the whole length of his said land at his owne proper cost & Charge.

Book O, page 27.—It is ordered by the Constable and Overseers that such as Doe not come seasonablie To the Towne metinges when warned therunto by the Constable or his order shall forfeite six pence if he bee not there to answer to his name when he is called and if he withdraw when hee is there without leave hee shall paie one shilling six pence and if he come not att all then hee shall paie to the publike three shillings.

APRILL the 10th 1673.

BOOK O, page 27.—It is agreede and ordered by the Con-

stable and Overseers that all the Generall fence whout the plaine both East and west shall be sufficiently and well set upp by the sixtenth Day of this Instant Aprill and that uppou the penaltie of paying all such losse and Damage that is accordinge to Law established for who ever shall neclect the Doeing of his pportion against the time above mentioned 00 02s.

APRILL 18th 1673.

LOOSE LEAF 14-29.—An action entered to bee tried by the Towne Court by John Miller Senior plt against Simon Heillier Defendant in the behalfe of his said Companie of Whalemen in a matter of Debt for fine.

In the action above mentioned tried by the Towne Court betwene John Miller plt against Simon Heillier Defendant they fine for the plt that Simon Heillier is to paie to the said plt 01£ 06 00 and Court Charges which is one pound three shillings.

EASTHAMPTON Aprill 21th 1673.

BOOK O, page 23.—Know all men whom these presents may Conserne that we John Wheller and James Hand have exchanged a psell of land one with another as ffolloweth: that I John Wheler have made over vnto James Hand seaven ackers of land lyeing and being beyond Wayenscot pond westward bee it more or lesse bounded by the high way South nere the beach and John Osbornes land East and the present Common land North and the said James hand his land west the seaven ackers of land thus bounded the said John Wheler Doth whollie make over unto the aforesaid James Hand his heires and assignes for ever for and in Consideration of foure ackers made over vnto John Wheller by

James Hand Which is given vnto the said James by his Mother Mrs Alce Codner which land is lieinge and beinge in the mill plaine which foure ackers of land bee it more or lesse is bounded by Mr Thomas Backer his land East the high way North and John Wheller his land West and the beach South: as alsoe the said James Hand Doth make over vnto John Wheller uppon the foresaid exchange A sertaine psell of Meadow land lieing and beinge at Napeage bounded by Thomas Osborne Junior on the East and the sand or beach South and Richard Stratten and Mr John Mulford West and a sertaine creeke North: All which land being thus bounded as is above expressed: the said James Hand and John Wheller Doth exchange and make over their right and title one to another of this land and to their heires and assignes for ever as it is above expressed.

This exchange of land is owned and acknowledged by both pties namly John Wheller and James Hand before mee John Mulford Justice of the peace in the east Rideinge of Yorkshaire on Longe Iland the Day and yeere above written.

EASTHAMPTON April 25th 1673.

LOOSE LEAF 8-30.—Whereas John Squire have made a Complaint that hee hath lost two barrells of Oyle stollen from him the said John Squire out of Samuell parsons his yard and makeing search by the Constable for the lost barrells: he laieth claime to one of them findinge it in Mr Backers yard and before the Justice the Constable and Overseers entereth a Complaint against Mr Backer for the recoverie of this foresd Barrell and psecuteth the same.

Mr Backer in Answeringe for himselfe against the Complaint made by John Squire above mentioned at the first psecution of the Complaint before Authoritie Mr Backer manifesteth that hee could not tell at present of whom he

hadd this barrell and therefore Did Desire some time to Consider if it might bee from whom hee had or Did receive this Barrell and therevppon libertie was granted to him untill this time and now being called before authoritie Answereth for himselfe that hee had found the man that hee had the Barrell of Which was William Perkins: And William Perkins being required before Authoritie Declareth that hee Did beleive that this barrell now in Contest was the same barrell that hee Did Deliver to Mr Backer but to swere that it was the same barrell hee Darst not Doe it but if it bee that barrell that hee Did Deliver to Mr Backer: hee hadd another Barrell at Whom that was bunged with the same peice of wood as that was and with the same cloth as this Barrell now in Contest was whereuppon the bungenes was fetcht aud the cloths that it was bunged withall and there was a vast Difference in the cloth that it was not of the one & the same peice and after these bungenes and cloths were brought together: William Perkins testifieth that the cloth that hee used to bung upp the barrells it was all of one peice and hee Did not know of any seame that was in the cloth this sworne before me John Mulford.

to to that which this Deponant swereth unto is this last clause above mentioned namlie the bungenes and the Cloathes.

Book O, page 37.—In the complaint made by John Squire against Mr Thomas Backer for a barrel of Oyle beinge found in the hands or Custode of the said Mr Backer the Justice: the Constable and Overseers haveing had the matter in examination before them and haveing seariouslie considered of the matter in difference they fine for the plaintife or Complainent that is that Mr Thomas Backer is to deliver upp or part with the barrell of Oyle unto John Squire and all the cost and Charge of Court which is one pound eighteen shillinges ten pence.

MAY 14th 1673.

BOOK O, page 25.—James Looper haveinge severall times Requested of this Towne a small parsell of land either to give it him or sell it him for his money that soe hee might setle himselfe for to follow in his trade : for the Comfort and benefit of himselfe and others : This Towne have sould unto him the said James Looper two acres of land for tenn pound lyeinge and beinge in the Calfe pasture vppon that side nere vnto Steven Hedges his house lott only before it can bee laid out there must bee foure acers of land laid out next vnto Steven Hedges his house lott and addition which must Appertaine and bee for a Smith : and then that beinge Done it is granted that James shall have his two Acers laid out next unto the foresaid foure acres that is for the Smith : And alsoe it is granted that there shall bee two ackers of land laid out more of the Townes land which the said James Looper is to make use of for his owne good and benefit soe long as hee Doth follow his trade of shoe makeinge but when he Doth remove or leave of his trade then this two ackers is to be resined upp into the townes hands againe they paying vnto James Looper what Considerable Charge hee have laid out uppon the land about the fenceinge of it wherby the land may be bettered by it but the first two Ackers of land that is sould vnto him The said James Looper it is to remaine to him and his heires for ever soe long as he liveth uppon it but if prouidence should soe order it that the said James should bee minded to remove from hence then if he shall see cause to sell it then the Towne is to have the refusinge of it if they giveing as much as any other man shall or will Doe:—
(Crossed in original.)

MAY this 24 : 1673.

BOOK B, page 78.—Know all men by these presents that I

John ashman of Jemeco in New Yorksheire in New England uppon good Considerations have ordayned put and Constituted my ffreind Thomas Dyament Senr of Easthampton to bee my true and lawfull Attorney in my name and for mee to give and graunt bill or bills or Instruments vnto any parson or parsons in Easthampton according vnto my agrement or agrements made with severall of the Inhabytants of the said Towne for severall mares Horses Coultts that I John Ashman have bargained * * And I John Ashman doe by this presents bynd my selfe my heires executers Admynistrators and assignes obliged & firmly bounden to performe and doe what my saith Attorney: Thomas Dyament shall doe or cause to bee done in or about the premyses as firmelie as if I my selfe hadd done the same parsonalie as witnes my hand the Day and Date above named.

JOHN ASHMAN.

Signed Sealed and
Delivered In the presence
of vs under written

Tho. James
Willyam Rogers
Willyam Edwards.

This above writinge owned before mee John Mulford Justice of ye peace.

The above written is a true Coppie extracted out of the Originall and Compared by mee Thomas Talmage Recorder.

JUNE 6th 1673.

BOOK O, page 27.—It is ord by the Constable and Overseers that noe oxen or other Cattell shalbee kept in the Generall feild except they bee kept by those English that are 18 yeere ould and Vpward and it must bee uppon their owne land if any be kept at all And if any man put Oxen on land

which is not their owne they shall forfeite five shillings: And if any boyes bee found kepping Cattell in the Corne feild they shall forfeite five shillings for every time that men or boyes be found kepinge there: And if the sheppheard shall kepe or lett the shepe feede in the plaine or Corne feild he shall forfeite five shillings for every time.

2ly It is ordered that if any horse or horses or swine bee found in the Corne feild and the Owners of them have hadd notice of them to kepe them out and they Doe not Doe it: if then such horses or swine bee killed in the feild the Owners of them shall bee lyable to beare the losse of them.

3ly It is ordered that if any pson shall att any time leave open any gate or open any bars or pull Downe any fence and leave it Downe they shall forfeite for every Defect five shillings Whether the gates bars or fence belong to a generall feild or perticuler Closes: And if any oxen Cowes or horses or swine bee found in the Calfe pasture it is as if they were in the Corne feild.

JUNE 24th 1673.

BOOK O, page 38.—Know all men whom theise may concerne that I Issaack an Indian Commonly knowne by that name among the English have and Doe by theise presents owne and graunt that I have hired my self a servant to William Edwards planter of the Towne of Easthampton and with him to live as a servant and to Doe him the said William Edwards faithfull service Duringe the space of halfe a yeare from the Day of the Date hereof and in Consideration of the same the said Willyam Edwards my master Doth promise to give vnto mee foure pound in marchantable pay for my halfe yeares service.

BOOK O, page 38, No date.—John Edwards beinge before

Authoritie examined about his carring of some men and some Oyle for the said men Down to the Harbour and that early in the morninge hee Declareth for the clearing of himselfe in the buisines that hee Did not know that these men was in Debt and hee Did not know but the Oyle that hee carried Downe for them was their owae oyle and words to that purpose and that Mathew Barnes tould him the said John Edwards that the Barrells of Oyle Did belong to him the said Barnes and Edmund Ssamuell.

BOOK O, page 26.—Bee it knowne that whereas this Towne of Easthampton have granted to mee James Looper four acres of land lying next adjoyning to Renick Garrison Northward: vppon this Condition that I shall follow my trade at all Convenient times, of a Cordwinder: which I promise and engage my selfe to Doe as alsoe to pay to this towne sixe pounds in good marchantable pay beeing Demanded at or before the last of march next ensueing: and in case of non payment I Doe engage my selfe to relinquish all right or interest in the aforesd land into the townes hands againe and for the Due performance of the premyses I Doe set to my hand and seale.

JAMES LOPER.

Witnes

William Edwards

Nick. Eodes.

this July 28: 1673.

This above mentioned agrement we vnder subscribed Doe in the name of the towne of Easthampton accept of being Duely performed and Doe grant the recording of the same.

THOMAS DYMENT

THO. TALMAGE

JOHN STRETTON

STEVEN HAND.

The above written is a true Coppie by mee

THO. TALMAGE Recorder.

Whereas it is above mentioned yt James Looper have had to him granted foure ackers of land according as is above specified but in regard of the poore nes of the land upon the after veiw of the same the Towne have granted to bee made up about six or almost seaven ackers more or lesse being to be about Nyneteene pole & a halfe wide as it is laid out on the ffront & the reare goeth up to the fflank of the land yt belongeth to Joseph Osborn & soe to run the bredes above mentioned quite through.

AUGUST 22, 1673.

LOOSE LEAF 9-47.—Att a Town meeting these persons following were chosen by Proxes for Magistrates by the Towne of Easthampton :

Mr John Mulford 1st vote.

Liewtenant Thos Talmage ye 2d vote.

John stretton senr ye 3d vote.

Richard stretton ye 4th vote.

LOOSE LEAF 13-23.—To all Christian people whom this presents may come: withesseth that I Isaack Hedges of Easthampton on Long Iland: for a valluable Consideration alredie in hand received; have bargained sett over and sould and Doe by these presents bargaine sett over and sell vnto Phillipp Leeke of the same Towne of Easthampton Six ackers of land which formerly was given and graunted vnto me by my father: which six ackers is bounded by John Myller on the west of one side and the high way East on the other side: buttinge upon one side of Mr Scallenger whom lott South at the one end and bounded by another high way north att the other end the which six ackers of land thus bounded I say I have sould and Doe by theise presents firmly make over vnto the aforesaid Phillip Leeke his heires and assignes for

ever and I Doe hereby give vnto the said Phillip Leeke full and quiet possession of this my house and six ackers of land and Doe assure the same to him and to his heires and assignes : from mee my heires and assignes or any that shall lay claime thereunto or any part thereof by from or under mee or in my name : and for the true pformance of the same I have sett to my hand

Isaac hedges.

August 27th, 1673

in the presence of

Tho. Tallmage.

LOOSE LEAF 15-31—Know all men whom these may Conserne that I Phillipp Leeke of Easthampton have for a valluable consideration sould and Doe by these presents sell vnto my Brother Ebynezer Leeke of the Towne of Easthampton two ackers of land which I have bought of Isaack Hedges lyeing and being part of Six ackers that I bought which two ackers is to lye att the north end of the said six ackers of land and to run the whole breadth of the land from one side vnto the other beinge bounded by John Myller on the west and the high wayes north and East and Joyninge to my owne land South the which said two ackers of land being thus bounded I have sould vnto my aforesaid Brother to him and to his heires and assignes for ever.

In witnes of the same I have sett to my hand August 27th 1673.

phillip Leek.

In presence of

Thomas Talmage.

MARCH the 10, 1673-74.

BOOK O, page 35.—It is ordered by this Towne that if

any Swine shall bee found in the plaine or in any other places that is inclosed for corne or grass: that after once warninge given to the owners of the swine it shalbe in the lybertie of any man soe findinge the swine to kill them: yet if any man find any swine as above spesified in any inclosed land hee may if he can Deale with them Drive them to pound and have allowance for his Dammag alsoe that the streete fences are to be Done and mad sufficient.

Alsoe it is agrede on by the Towne that in regard that there is some money Due from the Towne unto Joseph Osborne: uppon his Desire of some land in Consideration of the same Debt The Towne have granted that he shall have some land laide out to him if it may bee Done Conveniently at the reare end of his whom lott which hee hath alreadie in possession and the Towne have left it to some men to lay out soe much land as shalbe thought meete to the vallue of teun pound or thereabout.

BOOK O, page 35.—It is alsoe granted by the Towne that James Looper shall have six pole wide of land uppon the north flank and it is to runn soe wide the whole length of his lott that is alreadie laid out to him.

APRILL the first 1674.

LOOSE LEAF 9-47.—Steven Hand is Chosen Constable for the yere ensueinge Also Jeremyah Codeklinge and Thomas Chatfeild Senior and Roberd Dayton are appoynted the select men to order the prudentiall Affaires of the Towne for this yere ensueinge and these 3 men are apoynted by the Towne for Survayers of the high wayes and soe other men to take it as part of their worke that shall hereafter be Chosen to order the affaires of the Towne Successively.

Alsoe Steven Hedges is appoynted to bee the fence vewars

of the West part of the Towne fence and Beniamine Conklinge is to vew the Townes fence Eastward.

It is ordered by the Towne that all the fences that are set upp Whether 5 railles or 4 railles or 3 rayle fence that for this yere they shall all be kept and maintayned sufficient and stronge accordinge to the manner of the fence.

APRIL 2d 1674.

LOOSE LEAF 9-47.—It is ordered by the Townsmen of Easthampton that all the Common feilds or plaines Comonly soe called is by the severall proprieters to bee sufficiently fenced and cleared of and from all creatures fesent soe as the securitie of the planters may bee obtayned, uppou the penalties of the lawes pvided in such cases which fenceing is to be performed at or before the eights Day of this instant, and uppou all neglects the Damages to be paid by the Delynquents and increased according unto the severall neglects.

APRILL 2d 1674.

LOOSE LEAF 9, 48.—for the prevention of Dead Creatures to lye uppou the ground whereby unsavourie and noysome smells are, which prove preiudisiall to all people it is therfore ordered by the present Townsmen that who ever have or shall have any creatures Die by what way or meanes what ever the owners of those creatures soe Dyeinge is forth with to cause them to bee haled into some convenient place and cover or buyrie the same and that 3 foote within ground and this to bee Done within 24 houres after the creature is Dead and that uppou the penalltie of five shillings for who ever shall neclect the same, and alsoe it is farther ordered that all whale scrapps that are at the severall mens tryeinge places shalbee all buiried in the ground and that by the 15 of this instant uppou the penalltie of the above written order of five shillings whoever shall neclect the same.

Book O, page 35.—This Towne have agreed with Jonas houlds worth for to give him 33£ 00 00 for one yeere to teach Scoole heere and the towne is to paie to him in beefe or oyle at two pound a barrell for the one halfe of this afore-said sum the other halfe of the 33£ is to bee paid in oyle porke hides or Tallow or butter or whale bone at the prize that they Commonly goe with us one amonge another as alsoe that the said Jonas is to have 12 Daies allowed him in this present yeere for to Improve for his owne perticuler occasions: and the time of the said Jonas his Teachinge scoole this yere here is and Doth begin the — Day of Aprill being 1674.

Book O, page 29.—Know all men That I William Edwards of Easthampton uppon Long-Iland Doe give unto willyam Rundle and Hannah his wif & to their heires executers or assignes as followeth, Imprimus one house lott sixe ackers be it more or lesse lyeing in the Towne of Easthampton, John Myller lyeing uppon the East and Willyam Myllers lott upon the west and the streete lying upon the north and Mr Scallenger upon the South :

2 One parsell of land lying upon the plaines I give them likewise, Wyliam Barnes lyinge upon the East and Nathaniell Bishop upon the west and the high way lyinge uppon the North five ackers bee it more or lesse and the beach lyinge uppon the South :

3 Likewise I give them nyne ackers more of my next De-
vision of land that shalbe laid out for mee the said William Edwards.

4 one parsell likewise of meaddow att the Northwest John Stratton lying uppon the South and Robert Dayton uppon the North and the beach uppon the west and the woods uppon the East :

5 I give unto Willyam Rundle one parsell of Meaddow lying att Ackabonuck Neck During his life the widdow Stan-

borough lying upon the one side and Robert Dayton upon the other side.

6 Likewise I give vnto the aforesaid William Rundle all priviledges both for woodd and Cattle upon the Commons proportionable to his land for ever :

In ye presence of vs

Willyam Edwards

———— Cooper

Tho. James.

This afore mentioned guift by Deede Renewed since the Decease of Hannah Rundle wife to William Rundle : and Daughter of the abovesd William Edwards as witnes my hand this 7th may Anno Dom: 1674.

WILLYAM EDWARDS.

Memorandum that if the abovesd Willyam Rundle shall see cause to sell any of the land above written either the whole or part thereof, that the abovesd Willyam Edwards shall have the refusall of it.

This abovesd agreement or Deed of gift was owned before me.

John Mulford the day &
year above written.

LOOSE LEAF 8-39.—Att a Court held at Easthampton (Month gone but probably June) 13 : 1673.—(Defaced.)

John or Nathll willys John Allyn John Howell John Mulford.

James Bird and Hannah his wife beinge Convicted by their owne Confession for in contynencie before Marriage : were adjudged to pay a fine of forty shillings to the publick Tresurie.

John Hopping and Rebeckah Smith being Convicted of

Comyttinge fornication by their own Confession are adiudged to pay seaven pounds to the pub. Tresurie as a fine for their notorious mysdemenor.

Mr Tho Backer is lyeensed to kepe a house of publik entertainmt.

The Meantacut indians haveing Declared who was their Sachem we Doe approve of him.

And it is agreed that this Sumer the Meantacut Indians shall secure their corne against the Horses for which ye indians are to be allowed fortie shillings this yere for the same.

The sd Meantacut Indians Complayning of great Damage they have Received in their Corne by the English horses this severall yeares it is now Ordered that there shall bee the Sum of six pound pd to them for the same wch the indians accepted as full satisfaction for the same wch sd sum is to bee rayased uppon the proprietors of those Horses at Meantacut bee they of this towne or Southampton to be raised and proportioned by the Select men according to their best Judgment.

LOOSE LEAF 8, 39.—Att a Towne meeting held at Easthampton June ye 13th 1674 The towne by their vote agreed and Concluded to Joyne wth their Neighbors of Southampton and Southould to petition his Matie that they may bee Continued vnder the government of Keneticut and priveledged wth the priveledge of their Charter and they appoynted Mr John Mulford Mr Thomas Backer Thomas Talmage Thomas Chatfeild Jeremy Conkling and Roberd Dayton to Signe the petition in behalfe of the towne. The towne alsoe by their vote granted and agreed that thay would give one Hundred and fiftie pounds their proportion of the same with Southampton and Southhould to procure the Answer of their etition and Confirmation according as is expressed in the

bill the Townes gave to Mr willis for the payment of the same and the aforesd Comitee whoe are appoynted to signe the petition are alsoe apoynted to signe the Bill in the behalfe of this Towne of Easthampton.

JUNE the 22th 1674.

Book O, page I9 also Book A, page 102 $\frac{1}{2}$.—Know all men whom these may Conserne yt whereas Joseph Osborne have lately had a parsell of land granted to him by ye Towne as else where may appeare for & in Consideration of some money yt is Due unto ye said Joseph from the Towne: and ye land being now laid out according to appointment by Thomas Tallmage & Thomas Chatfeild & this land lieth at ye rear end of yt land yt hee ye Said Joseph purchased of Mr John Mulford above specified & this land now laid out Containeth nere about six ackers more or lesse bounded toward ye South part of it at ye reare end of his house lott & part of it against Thomas Osborns his lott yt is his second whom lott and bounded toward ye East by a parcell of land yt doth or did belong unto Phillipp Leeke: and Reinock Garrison and James Looper: & alsoe bounded att present by ye Comon North & west all which said land thus bounded is granted by this Towne of Easthampton unto ye aforesaid Joseph Osborne to his heires & assignes for ever.

JUNE 27th 1674.

LOOSE LEAF S, 39.—Whereas it appeareth yt there is a Law in this Colony to this purpose that noe person shalbe received an inhabytant into any towne but such as are knowne to bee of an honest Conversation and accepted by the Maior part of the Towne: And James wright haveing bene here some space of time and hee not being Legally accepted of by this Towne and therefore by vertue of the Law

above mentioned : The inhabytants for good causes moveing them thereunto have the Day and yere above written agreed and that by a Maior voate that the select men are to give James wright warning to Depart this place and to remove in their Convenient time.

BOOK OF MARKS 9. Bee it knowne by these presents yt I James Loper of Easthampton upon Long Illand in Amerrica upon my owne free & voluntary motion & for reasons knowne to myselfe doe give grant & bestow upon my beloved wife Elizabeth Daughter of Mr Arther Howell one hundred pounds of my estate as her owne propriety and after her to her Children by me begotten, to have & to hould ye same against all Claiemes or demands of any person or persons whom so ever to be hers & her heires as aforesaid forever. This Hundred pound shall bee in ye house & land which I have present possession of & all my household goods, as Bedding & wollen & Linnen & all my other houshold stuff to ye vallue aforesaid : And I doe desire Mr John Mullford & Mr Thomas James together with my uncle Mr David gardiner & my Honered father in Law Mr Arther Howell to be guardyans & Overseers in behalfe of my wife & Child or Children for ye due performance of ye premises.

As witnes my hand and seale.

[L.s.]

JAMES LOPER.

Signed sealed in presence
of us att Easthampton
Decembr 6, 1674.

Jacobus Schallenger
Thomas Dyament.

(Abstract.)

Acknowledged same day before

JOHN MULFORD, Justice.

Entered and compared by

THOMAS TALLMAGE Recorder.

EASTHAMPTON Januarie the first: 1674.

LOOSE LEAF 16-27.—an action of Tresspas upon the Case entered to bee tryed by the Towne Court: by Samuell Banks plaintiff against John Comes Defendant for takeinge away a share of whale from the beach and Detayning the same from him the said Samuell Banks:

Conserning the action above mentioned the Court was called and they appeare the plt and the Defendant is called but the Defendant answereth not and the Court wayting for him severall houres but he cometh not to Answer to his Case for which the Cort awardeth John Combes to pay 10s shilling for Charge of Court.

EASTHAMPTON Januarie 8th 1674.

LOOSE LEAF 16, 27.—an action of tresspas vppon the Case entered to bee tryed by the Towne Court by Samuell Banks plt against John Comes Deft for takeinge away a share of whale from the beach and Detayning the same from him the said Samuell Banks:

In the action here last above mentyoned the Court haveing the Case in tryall before them and after some Debate the plaintife and Defendant Were Willing to put this Case to an Arbytration when the Case was almost brought to a peryod.
Carges—1-5-0.

LOOSE LEAF 2, 33.—This agrement made this 9th of March 1674-75 betwene Tho. James, John Stretton Tho Chatfeild Senr Tho. Dyament Senr all Inhabytants of Easthampton in the East ridinge of New yorksheire uppon Long Island the one partie and Mousup Sachem of Meantaukut Papasaquun, Anthony Scummauge vnquommo, vnCommouit, Jeffry Wompaquat Humphrey, Apunsha: Ben. Indyan: quaan: John Indyan and Harry alias wossooio, Joseph and the rest of their

Associates belonging to Meantaukut the other partie 18 in all.—(Abruptly closes.)

EASTHAMPTON March the Thirteenth: 1674-75.

Book A, page 62.—Know all men by these presents yt I John Mulford Senr inhabytant in the Towne of Easthampton uppon good Consideration moveing me there unto have given & doe by these presents freely give & grant vnto Beniamyn Conckling my sonn in Law & to Hannah his wife my Daughter eight ackers of land & a halfe more or lesse yt I formerlie bought of George Myller which was part of ye allotment yt did belong unto Thomas Tomson as else where more fully may appeare which said land lieth in ye Easterne plaine Commonly knowne by yt name in ye two myle hollow and being bounded by Roberd Daytons land west & Thomas Osbornes Junr his land East & ye high way & beach South & the high way North :

Alsoe I give & grant unto my sonn & daughter above mentioned nyne ackers more or lesse of woodland which was my second Devison Eastward of ye towne and bounded by John Stretton Senr west and East by land yt was in the posesion formerly of Jeremyah Conckling but now in ye hands of John Stretton Senr East & ye high wayes north & South: And I doe alsoe give & grant to my foresaid sonn & daughter one fouerth part of the land yt is yet to lay out belonging to bcth the allotments yt I doe now posses where ever it shall fall alsoe one fowerth part of ye Commonage yt doth or shall appertaine to both my allotments that I doe now posses and enioy whether nerer about our peticuler toune bounds or at Meantacut I Say I doe freely give vnto my sonn & Law Beniamin Conckling & my Daughter Hannah all and every of ye severall parsells of land and Commonage as is above mentioned unto them and after their decease it shall remaine to

their Children after them for ever: In witnes of the above written premyses I have set to my hand :

The marke of John M Mulford.

In presence of

Thomas Talmage
phillip Leek.

This Deede of gifte is acknowledged Bee fore me

THO. BACKER.

MARCH 22th 1674-75.

LOOSE LEAF 8, 37,—An action entered by James Looper to be tried by the Towne Court against John Comes for his takeing or stealing away of whale out of John parsons his Cart that Did belong vnto him the said James Looper.

In the action here above mentioned the plaintife and Defendant being called the Defendant appeareth not after long Waytinge and therefore the Court have Determynd that the Defendant shall pay all Cost and Charg of Court.

Charges—1-6-7.

MARCH 22th 1674-75.

LOOSE LEAF 8, 37.—An action entered by Thomas Dyament Senior in the behalfe of the Companie of Whalmen belonginge to Mr James and his associates against Willyam Edwards for a Debt to the Vallue of thirtie shillyngs and a gallon of Rum.

In the action here above written and entered by Thomas Dyament in the behalfe of Mr James his Companie of Whalmen against Willyam Edwards and his Whale Companie for a Debt of thirtie shillings and a gallon of Rum the Towne Court according to the Evidence given they fine for the plaintife that is thirtie shilling and a gallon of Rum with the Court Charg.

BOOK 2, page 10.— An action entered by James Loper plt against John Combes for his taking or stealing a way of Whale out of John Parsons his Cart that Did belong unto him the said James Looper.—(Index portion of Book.)

In the action above mentioned by James Looper plt and John Combes Defendant the verdict of the Court is that they fine for the plt his action and Cost & Charg of Court And alsoe the Court doth give John Combes liberti Within eight Dayes if he conceive his case is good to psecute against James Loper or else the execution is to bee granted Which Oyle being tryed out by Roberd Asli he saith it Was one barrell & five gallon. Charges 1-4-7.

An action entered by John Combes this 25 of March 1674 against James Loper for taking away from the beach and still Detayning a parsell of Whale bone which may contayne to the quantitie of 26£ that Doth belong vnto the share which Symon heillyer Went in for him the said John Combes.

LOOSE LEAF 6-35.—An action entered by John Coomes this first of June 1675 against James Looper to bee tryed this day by the Towne Court for taking and detayning a share of whalebone and blubber which is the sixth part of a halfe fish: which the said John Combes layeth Clayme to haveing A share in that boat and Craft which was used in killiing of the fish.

The playntife his evidence in Court.

Symon Heillyer declareth that uppon the Devision of the halfe whale in difference he the said Symon did put in a lott for the sixth part of the halfe Whale: And farther saith that James Looper and hee the said Symon did divide this sixth part of the whale betwene them & his son.

Jeremyah Myller declareth being called by John Comes to give in evidence in his case: that the said Jeremy saith yt when they were downe at the beach in the morninge to goe

to sea the boates Crew asked of Symon Hellyer whether he would goe alonge with them to sea but the said Symon Answered yt yee would not goe to sea for John Combes, And soe afterward there was some discourse of Symon having five shillings if they did kill a whale; but in the Issue Symon said rather than the boat shall lie ashore I will goe out and let them give me what they will and the like. And this is owned by James Looper.

Arther Cressie declareth yt uppon sometime formerly uppon some Occasion hee heard James Looper offer John Combes 25s for his share in the boate or else yt John Combes would give the said James Looper 20s for his share of the boate. And the said Arther doth Apprehend it was the same boate yt did help to kill this fish now in Contest farther the said Arther declareth yt in the morning when they were at the beach yt day yt this fish was killed the said arther heard James Looper aske John Combes where his man was: Arthe is sworn to this above writen.

In the action above mentyoned The Towne Court have seariously waighed and Considered the Case accordinge to the evidence given in they fine for the Defendant Cost and charge of Court in regard the action is not proved: Yet notwithstanding we haveing had great Debate about this Case &c. Charges 1£ 15s. wee Judge it equall that John Combes should have halfe that sixth part of the whale which Symon hadd A part on hee the said John Combes makeing good the part of Craft or Allowing for the use of it, that is for the killying of this fish now in Contest.

th Totall—5-17-0

Adition Charges fees 10s—6-7-0.

Book A, page 1*.—Mr Jacobus Scallenger sometime In June in ye yeere 1675 did desire to Purchase of ye Towne of

Easthampton all yt peice of land yt is vacant at ye wester end of his home lot and addition & hee gave to ye Towne foure Pound Ten shilling an acre mr scallenger did request to have all ye vacand land yt was there by his land & Roberd Daiton & Leift. John Wheeler was appointed by ye Towne to measure ye land & it was found by them in measure Three acres & a halfe.

EASTHAMPTON July 2th 1675.

BOOK F, page 14.—Roberd Dayton and Thomas Helmes have exchanged horses one with another the horse that Roberd Dayton hath delivered is of a blackish browne Collour about six yeres of age with a starr in the forehead marked with a Cropp in the left eare and two slits downe the right eare and Branded with D on the left Buttuck :

And the horse that Roberd Dayton hath received of the foresd Thomas Helm is of a brown bay Collour about seaven yeares of age marked with a cropp in the right eare and two slits Down the same eare and slitt Downe on the left^r earre and this horse is a gelding and Dockt and this ere mark of this Horse or gelding that is now delivered unto Roberd Dayton by Thomas Helme is the same marke That James Herriek of Southampton giveth.

EASTHAMPTON July ye 4 anno 1675.

BOOK O, page 46.—Know all men by these presents yt wee ye vnder written have & by these presents Doe engag our selves in our owne persons to goe to Sea for James Sceelener & James Loper both of Easthampton uppon the Designe of Whalleing to ye vtmost of our abyilities to kill Cut & save ye same for the above named & to Continue in ye Designe During^r ye Whole season next ensuing ye Date hereof & to attend all oppertunities for ye advantageing of ye said Designe in such boates and places as ye affore named shall place or

appoint us to go in upon ye south side of Long Iland & to ye true & ffaithfull performanee hereof wee Eatch of us bynde our selves in the sum of tenn pound Sterlinge for him yt Shall fayle in not performinge according to this Engagement unto ye afore named James: and James & soe to Continue in ye afore named their service and Designe vntill the Expiration of ye said season: ffor & in Consideration whereof the afore-said James & James by these presents Doe bynd & engage themselves in ye aforesaid sum to provide all necessarie Craft for the vsefullnes of ye said Designe & to allow vnto us & to every one of us one halfe of one share of all profit what shal-bee by vs gotten or obtained During ye said terme of time afore named & to Cart ye same: yt is to say to cart it 2 miles from East to West to some Convenient place where it may bee tryed or boyled out into Oyle soe farr as is nedefull to the truth hereof wee all set to our hands this Day afforesaid.

Shotnose E his mark
 leiuewell S his marke
 Addam his H mark
 mech graes W his mark
 Sungachuse]z his mark
 wewete sowet W mark
 Pemeson 2oog his mark
 Weomp Ɔ his Ma
 Hoboneck { 15 his.
 umbasu y his mark
 Jambotack R Q unck mark
 Checa A no his mark
 hames N his mark.

Signed and sealed
 and delivered in
 presence of

Samuell Terrill
 Reinock Garrison.

JULY 16th 1675.

BOOK O, page 1.—Know all men by these presents that I John Edwards of Easthampton have sould vnto Benjamin Conckling of the same towne of Easthampton for a Considerable sum of mony in hand received all the Waste Meadow at Napeake that Doth belong vnto my pportion according to my Allotment I say I have sould it vnto him and to his heires and assignes for ever as witnes my hand.

The marke of JOHN O EDWARDS.

witnes

Tho. Tallmage.

EASTHAMPTON August 10th 1675.

BOOK O, page 39.—It is agrede and Concluded by the Inhabitants of this towne that Mr John Laughton shall kepe Scoole and teach the Children to reade and write for this one yeere and to begin the next second day being the sixteenth of this Instant and soe to kepe vntill the last of Desember next and then to breake of by reson of the whale Designe vntill the first of Aprill next Ensueing and then to begin againe to kepe Scoole to make upp the time of one whole yeere for which service the Towne have agrede to give vnto Mr Laughton the full Sum of fortie shilling a month and his Dyet :

NOVE ye 5, 1675.

Whereas the Governour hath ordered yt all Indyans shalbe required to abide at their respective plantations where uppon wee the Constable & Overseers have ordered yt noe man in this towne or therunto belonging shall pcure or Employ any strange Indyan either to goe to Sea a whaleing or to worke uppon the Shore uppon penaltie of paying five shillings for every Dayes Employing them Accept they have

the Consent of the Justice Constable & Overseers for to Employ them.

Alsoe we have farther Ordered yt noe man in or belonging to this towne shall give Entaynment to any English man yt is a stranger above one weeke except hee have a sertifficate vnder the Authorities hand from whence hee or they came of their good behaviour under the penaltie of paying five shillings by the weeke for every weeke they Entertaine them except they give in bond to the vallue of five pound of their good behaviour soe long as they tarrie in the towne: or have the Consent of the Justice Constable & Overseers it is to bee vnderstoode yt those that Entertaineth any stranger is to give in bond of the parson or parsons good behaviour which they Entertaine: & yt word Englishman Encludeth any nation except Indyans.

Steven Hand Samuell Mulford John Wheeler John Stretton.

BOOK O, page 32.—This agreement made this: 2d of December 1675 betwene Thomas James Will. Edwards Tho. Chatfeild Robert Dayton Rich Stretton John Edwards Tho. Edwards John Hoppin John Osburn Ben. Osburn Rich. Shaw adventurers uppon the whale designe the one ptie: And weaampe Awaupetun Addam Reassowunk Jambasha Scanderbeg: muttabaune pauwasik quausoque Tachumme Awaubasheag: The other partie: being Indyans belonging to Meantacut as ffoloweth:

That the Indyans doe firmly by these presents bynde & ingage themselves to goe to sea uppon the Designe of Whale killing the present yeare & soe from time to time & at all times, soe long as this Company of English aforesaid see cause to emply them in the said Designe of whale killing, And Doe ingage themselves to goe forth att all seasonable tymes & ffaithfully to performe their worke & indeavour here-

in & to preserve the boates Irons & warpes & to cutt out the whale & bone & secure it so it can bee carted home for wch & in Consideration hereof, the aforesd English men doe bynd & engage themselves by these presents, to Allow the aforesd Indyans halfe of what they gett both whale bone and blubber, & they to try or allow for trying their owne shares & the English is to Cart for them their respective shares, soe it bee not beyond Napeake Eastward & the Towne stake Westward alsoe each Indyan to provide one oare for this yeare & soe hereafter if they goe on in this designe: Know ye alsoe when this yeare is expired if any Indyan afore mentioned bee weary of goeing to sea & Desireth to leave of the Designe he shall have libertie soe to doe, but if hee goe on still upon the Designe of whale killing they Doe bynd & engage themselves to goe for this present Company & for none other for soe many yeares as the sd english see cause to imploy them, Know alsoe that the english att the settinge out of the Indyans if they trust each Indyan for his setting forth to the vallue of a barrell of oyle, if any Indyan bee lost upon the Designe at sea if the Indyan leave nothing to pay, the Company of English shall beare it upon the Common Charge respectively, but if any Indyan bee lost or runn away ashore before payment be made to ye vallue aforesd The Indyans are to beare it.


In Confirmation of the premyses we mutually set to our hands & seales the Day & yeare abovesd.

weaump AZ his mark & seale
 awaubasheag his X mark & seale
 wanpetum Z his mark & seale
 Tachumme J his mark
 Jambasha § his mark
 pauwasik Vx his mark.
 quoseque D his mark
 keassowouk his y mark

Taubane his O mark
 Adam his IV mark
 Scanderbag O his mark.

Signed sealed & .

Delivered in presence of us

Will  Mulford
 his mark

Thomas Jackson

Tho. James

Will Edwards

Tho. Chatfeild

Robert Dayton

Rich. Stratton in the name of the rest above written.

JANUARIE the 15, 1675.

BOOK F, page 9.—Thomas Talmage exchanged a horse with Plato an Indyan sarvant of Roberd Daytons & the horse that Thomas Talmage have received of the aforesaid Plato is of a browne couler Comyng three yere ould with a starr in the forehead & a white spott betwene the nostrills & the neere hinder foote white marked with a halfe peny on the forepart of the right yeere & another halfe peny on the hinder part of the left yeere.

EASTHAMPTON March 9th 1675-76.

BOOK O, page 4.—It is agreede uppon by the Towne that Since the land have bene vewed that doth belong to Mr Thomas Chatfeild at the Nor East end of the Towne and it being Conceived to be Convenient for water for the Cattle and the said Mr Chatfeild being condendant for the Townes benefit to part with it it is therefore Consented to by the Inhabitants yt there shalbe Men apoynted to agree with him

for the same & to lay out what may be spared of land at the end of Mr Chatfeild lot for him by the high way yt goeth to the Eastward toward Napeake yet the high way not to be straitned but to remaine the end of the other lots on the other side of the high way a litle more Norward and what cannot be hadd there to Answer Mr Chatfeild to satisfaction else where if it may bee.

EASTHAMPTON Aprill the first 1676.

BOOK O, page 5.—Steven Hedges is Chosen Constable & he hath appoynted Joseph Osborne to serve & officiate in his rome :

Mr Thomas Chatfeild is Chosen an Overseer for this yere :
Jeremyah Conklinge is Chosen Overseer for this yeere.

BOOK O, page 5.—An action entered this 19 of aprill 1676 to be tryed by the Towne Court at Easthampton before the Constable & Overseers betwene Christopher ffowler plt against John Jones Defendant in an action of Debt to the vallue of foure pound in Oyle & five shillings in money.

BOOK O, page 5.—An action Entered this 19 of aprill 1676 to be tryed before the Constable and Overseers at Easthampton betwene John Stretton Senr plt in an action of the case against Steven Hand and Benjamin Concklinge Defendant Concerning a Voyage toward New Yorke with ye Coullers & Comysions to the Dutch.

BOOK A, page 112½.—Know all Men by these prsents that I William Edwards of Easthampton in the East Riding of Yorksheire on Long Island for and in Consideration and as A portion for my Daughter Ann Edwards Have and by these psents Doe Make this My firme Deed of Gifte to John Squire and Is as followeth first I ffreely Give vnto My said Daughter

& John Squire half that Close of Land of Mine Situate Lying and being in East hampton at the South end of the Towne Bounded by the Land of Thomas Osborne Senr East and the Land of Thomas Diament West the halfe of which being by Estimation six Acres be the same More or Lesse: and one prell of Land more in the Esterne plaines Richerd Shaw west and William ffitting East being by Estimation six acres be the same More or less and one prell of Meadow Situate Lying and being In Accabonick Neck att the fire place soe Called being by Estimation six Acres be the same More or Less and one prell of Meadow More att North west John Stretton one the South and Robert Dayton North being by Estimation two Accres be the same more or lese. And one prell of Land Lying in the Northwest plaine Containing nineteene Acres of land be the same More or Lesse bounded by the Land of Nathaniell Bishop on one Side and John Edwards on the other side all these prells and Every peart & prell of the said Land and Meadow I give to them: the said Ann and John Squire for Ever hereafter.

To have and to holde: with out any lett trouble hinderance or molestation from Me the said William Edwards: my Heires Executorse and Administrators or any other by from or vnder Me provided that My Said Daughter shall by the said John Squire have att any tyme before her Decease one or More Childe or Children Living but in Case that shee my said Daughter Ann: should Dye haveing noe Issue: Then: the one halfe of these abovesaid prells of Land to Returne vnto Me the said William Edwards and to My order And the other halfe There of to be and forever to Remaine vnto the said John Squire and his heires for ever.

In Witnes where of I have heervnto sett my hand and fixed My seale this Day of Ano Dom 1676 Wil-
 liam Edwards. [L.S.]

In the presences of vs
 Thomas Baker
 John Wheeller.

The above written Is a true Cobby Compared with the
 Originall Deed of Gift and Extracted therefrom by Me
 THOMAS CHATFIELD Recordr.

7thly I give vnto My Daughter Ann Squire one parcell of
 Meadow at ackabonack by the hamok John Wheeler on ye
 one side and Robert Dayton on the other side and half the
 Priviledges that belongeth to that Lott sumtimes Called Bird-
 sales Lott but having no Children or Issue from her Body
 then to Returne to Me or to my Heires or order and I give
 vnto her one Cowe to be Delivered her with in one Moneth
 after My Deceas.

This Is A true Cobby of the 7th Articell of the will of Wil-
 liam Edwards deceased as it is atested by John Howell Clark.
 Compared By me

THOMAS CHATFIELD
 Town Clark & Recordr.

EASTHAMPTON May 5th 1676.

Book O, page 7.—ffor the preventing of spoyle by Cattell
 of corne in the plaine the Constable and Overseers have or-
 dered yt noe Cattell whether Oxen or Cowes or any other
 cattell shall not for time to come During this Summer be
 bayted or kept or turned uppon any of the Common land
 within the Generall fence belonging to the plaine: which is
 to be vnderstood yt noe Cattell shalbe kept or bayted within
 the Generall feild & yt uppon the penaltie of five shillinges
 for every beast soe bayted kept or turned within the said
 Common feild Contrarie to this order.

ffor as much as the towne have thought it Convenient to
 have their fflock of Sheepe to bee removed and kept from the
 owne att meantacut That soe the ffede about the towne

might bee preserved both for the helpe & releise of other Creatures and for the flock alsoe when there is Occasion for them in the towne. The Constable and Overseers have therefore Ordered That noe man shall kepe his sheepe att home upp on any part of the Comon land for his owne private interest for this sumer or any part of it but he shall forfeite to the towne three times the price yt the shepe cost for their keping at Meantacut.

EASTHAMPTON May 18th 1676.

BOOK O, page 7.—Whereas John Neiger have begun to set himselfe upp a house in the Streete by the side of Mrs Codners home lot & yt by the aprobaton and leave of the Towne : and they have granted him libertie to fence in for his use a litle Quantitie of land above his house for him to make a yard or garden to goe from the fence yt Doth belong to John Stretton Senir the which he hath made against his owne addition land against the high way : and the said John Neiger is to have this land for his life time in Case hee live there but he is noe way to dispose of or sell it away but if he remove from it yn it is to remane again to the towne as before.

MAY 24th 1676.

BOOK F, page 13.—Richard Stretten Junr & John Jones both at present in the Towne of Easthampton have exchanged horses one with another the horse yt Richard Stretton have received of John Jones is a Iron gray Coulor about five or six yere ould marked with a halfe peny under the nere eare Branded on the right flanke.

And the horse yt John Jones have received of Richard Stretton is a black one with a white streke downe the face with a cropp on the of eare & slit downe in ye same eare & a litle slyt under ye nere eare.

BOOK O, page 11.—Att a Court of Sessions held at Southhold By his maties Authoritie the 6: 7, 8 Dayes of June anno Dom 1676.

At the request and uppon the Information of some of ye Considerable neighbourhood of Easthampton this Court Doth order as followeth :

In regard of the Scarcity of good Timber in ye Bounds of this Towne of Easthampton, and the waste thereof frequently made, & yt cheifly by such persons as have none, or very litle Interest in ye Comons : It is ordered by this Court & ye Authority thereof That noe person whatsoever whoe hath not an allotment in this Towne of Easthampton & thereby right in ye Comons shall at anytime hereafter fell or make use of any timber in ye bounds thereof, fitt for building or fenceing, or for the use of Coopers in making of Cask except they have first a lycence in writeing from the Constable and Overseers of ye Towne then for time being soe to doe upon penalty of paying tenn shillings for every tree they shall soe fell, the same to bee paid at Demand of the Constable for the Townes use, And further it is Ordered That if any Inhabitant belonging to ye sd Towne of Easthampton shall after ye Date & publication hereof presume to sell any timber from out the Bounds of ye Towne directly or indirectly vnto any pson of any other plantation hee shall pay in like manner to ye Townes use, ye. sune of five poundes : And furthermore, to prevent spoyle and havock of Tymber : It is Ordered, That noe Inhabytant of ye sd Towne whatsoever shall fell any tree fitt for building fenceing or for Cooppers use as aforesaid but shall improve & make use of the same within one month of ye Day hee fells it upon penalty of ye forfeiture of ye same : And it shall bee lawfull for any Inhabytant yt hath Interest in Commons to take and impropriate such said trees or Tymber to his owne pticuler use.

This order made and Confirmed by ye Courts Judgment upon it &

A true Coppy by Henry Peirson Clarke of ye Sessions of ye East Rideing.

BOOK O, page 5.—Easthampton June 22d 1676 at a Towne Court held there John Laughton Attorney for Mr Thomas Sandford Plaintife enters an action of Debt by Accompt foure pound Thirteene shillings & five pence in Booke: against James Loper Defendant & declareth against the Defendant: yt the Defendant being Demanded the Debt or Securitie for ye same: The said Defendant did Deny both: & alsoe Denied the greatest part of ye said Debt for which the Plaintife together with increase of Court Charges: Craves the Judgment of this Worshipful Cort.

The verdict of the Towne Cort in the action last above mentioned is they fine for the plt Cost & Charge of Cort.

James Loper in ye time of ye triall of this last Case said to ye Cort or one of them you may fine for ye plt & doe any otherways if you dare: for wch words the Cort fineth him five shillings.

BOOK O, page 6.—John Squire being uppon a time on ye wack & departed ye same in ye nyght without leave from the officer which is Contrarie to law for which Cause he is fined by ye Authoritie of ye towne ten shillings.

JUNE 28th 1676.

BOOK F, page 12.—John Kirle & Nathaniell Talmage having brought upp a young horse coult a black one of a yere ould & vantage & he haveing noe Mark lokeing on him as a stray unless some man appeare that can owue him uppon sufficient proffe they openly in the towne made it knowne & have sould him at an outery unto Benjamine Conkling for

£00 12s 06d one halfe to be paid unto the towne the other halfe to those yt brought him upp.

BOOK A, page 76½—Abstract.—To all Christian People to whom these presents shall or may Come greetinge.

Know yee yt I william Edwards of Easthampton in ye East Rideing of Yorksheire on Long Island for Divers good causes & Considerations mee hereunto Moveing doe and by these Presents Have ffreellie & of my owne volluntarie will and Loveing ffree guifte : by this my Deede of guift given & graunted and hereby ffreelie and voluntarilie doe give graunt make over : and assighne vnto my dearely & Well Beloved sonn Thomas Edwards of ye abovesaid Easthampton and to his heires forever : All yt two six acres : Lotts he now liveth uppon together with all ffenceings houseing and Whatsoever else belongs unto ye said two six acre Lotts sittuate Lieing & being att ye North end of ye Towne of Easthampton : above-said : Bounded Southward by a lott of Mr Squires & Northward by Jeremiah Conckling : west by ye street & East by ye Swampe : allsoe six acres & a halfe in ye Easterne plaine lieing betwene Stephen Hedges land on ye one side & Richard Strettons on ye other side : Alsoe two acres of land out of a six acre lott lyeing betweene ye house Lott of John Millor East & Wm Millor west ye high way or streete North : & ye addition of Jacobus Schillinger South , and ffoure acres of meadow lieing & being att a place Commonlie Called & Knowne by ye name of ye Norwest lieing beetweene ye meadow of Thomas Diament on one side : & William Mullford on ye other side : allso a lott of meaddow lieing & being att a place Commonly Called & Knowne by ye name of Occobonuck the Meadow yt did belong to George Millor deceased on one side & Nathaniell Dominie on ye other side and two acres more sittuate lieing & being att a place Commonlie Called & knowne by ye name of ye Three mile Harbor : all

which I doe & by theise presents & by vertue of this my Deede of gift Have freely & voluntarily given to him my said Dearelie Beloved sonne Thomas Edwards to Have and to hold the same forever. witness my hand and seale this twenty eights day of July Anno qr Dom 1676.

WILLIAM EDWARDS seale.

Sighned Sealed and delivered

In the presents of

John Wheeler

John Laughton.

This acknowledged before me Tho. Backer Justice of peace.

EASTHAMPTON August 10th 1676.

BOOK O, page 7.—Whereas there was an Order made formerly by the Coustable and Overseers of this Towne of Easthampton bearinge date May 5th, 1676 for ye prohibiting of Oxen or Cowes or any other Cattell whatever from being bayted & kept within ye generall fenct yt belongeth to the plaine: The Constable & Overseers have Renewed the same Order againe Namely yt noe Cattell of what kind soever shalbe kept or turned into ye Common land within the generall fence belonging to the plaine to bee bayted During ye time of this late part of this Sumer untill ye Constable & Overseers give libertie for the towne to turne their Cattel into ye plaine & yt uppon ye penaltie of five shillings for every beast soe bayted or kept or turned within ye towne feild Contrarie to this Order.

EASTHAMPTON August ye 12th 1676.

BOOK O, page 8.—ffor as much as this towne have thought it Convenient to have the flock of Sheepe to bee removed from ye towne & kept at Meantacut that ye ffeede myght bee

preserved for ye releife of other Creatures and for ye flock of Sheepe alsoe when it may bee thought needfull for to have them kept in ye towne: And yt noe particuler man myght thereby think to take advantage for his owne Ease of profit. It is therefore Ordered by ye Constable & Overseers That noe parson what ever shall kepe his Sheepe at home for to bee kept or turned uppon any part of ye Common land During any of this latter part of this summer after ye time yt ye flock in generall is hadd away againe to Meantacut but hee shall forfeite to the publicke use of ye towne three times the prise yt Each of those sheepe soe kept at home Contrarie to this order would or myght have Cost for their kepeing at Meantacut: but yet it is to be understood that this order is not to hinder men from takinge upp their rams and some sheepe for their present reliefe for killinge to kepe at home uppon ye Comon.

LOOSE LEAF J.—The account of the land surveyed in November 1676 within the Eastern Plain fence.

To John Miller 3 acres next a highway.

To Eneck Fithian 6 acres.

To the smith 8 acres.

Robert Daiton 6 acres.

Goodman Garlicke 5 acres 26 pole } To divide on
John Straten 1 acre $\frac{1}{4}$ } 15 $\frac{1}{2}$ acres.

The land Eastward.

On the North and West of the land laid out to Mr James	130 acres.
On the East side of their land	63 $\frac{1}{2}$ "
On the plain Eastward	120 "
	<hr/>
	313 $\frac{1}{2}$ "

Norwest plaines.

On the Southeast part	197 $\frac{1}{4}$
On the Norwest part	196 $\frac{1}{2}$
Behind the Backers lots	89 $\frac{1}{4}$
Where we got the horse mill timber	12

(A defaced account of charges for laying out, also on this leaf.)

EASTHAMPTON Decembr: 6th 1676.

BOOK O, page 9.—At a towne metinge it is agreede by a maior vote that Mr Thomas Backer shall have as a gifte bestowed upon him and his about twelve ackers of land at the Norwest by a place knowne by some where the trees were felled for the horse Myll only every man yt was free to this grant was only for his owne part.

Whereas the Calfe pasture is to bee reserved for a Mynister for future time it is agreed by a maior voate the Day & yeere above written yt Mr James the present Mynister shall have the use of the Calfe pasture to make Improvement of it Either for feede for cattell or to plow upp some part of it for three or fower yeeres & noe longer & he is to Enioy it if he see cause duringe the time of his office in the Mynistry among us only of god should any way disable Mr James for the worke of the Mynistry: & the towne should see cause to procure another Mynister then the land is to bee laid downe by Mr James & to returne againe to ye towne for the use of another Mynister and the Towne is to kepe upp & Mayntaine the fence at both ends of the high way the breadth of it: that is that high way yt runneth through the Calfe pasture: and Mr James is to kepe upp & mayntaine the rest of the fence yt goeth over to Steven Hedges only the towne is not to remove or take away the present fence that is now there standinge.

BOOK A, page 63½—Abstract.—This Indenture made this fourteenth day of Decembr in ye yeare of or lord according to the Church of England one thousand six hundred seaventy & six: Betwene Thomas Dyament of Easthampton of the one party: and Thomas Hand of the said Easthampton of ye other parte witnesseth that ye said Thomas Dyament for divers good causes & Considerations him heereunto moveing as alsoe for a valuable sume of money already by me in hand

Received Doe bargaine and sell to the abovesaid Thomas Hand and his Heires for ever all that part and psell of land of myne that fell to me ye said Thomas Dyament this last Devision sittuate Lying & being at a place Comonly called & knowne by the name of wainscut westward of a pond Comonly Called Wainscut pond lyeing by Estimation to bee twenty acres bee ye same more or lesse as it is bounded Lyeing in two parsells one bounded South by ye Land of James Hand: & East & West by the Bomons & North by ye land of ye said Thomas Hand: being ten ackers bee the same more or lesse and the other psell bounded South by the land of the said Thomas Hand and the Comons East: West and North being by Estimation ten acres: bee the same more or lesse: To have and to hould for ever. In witnes whereof I have hereunto sett my hand & fixed my seale this Day & yeare first above written.

Memorandum there is noe Commonage belonginge vnto any of this land or Included by any pt or sentence in this writinge.

THOMAS DYAMENT.

Signed sealed & delivered
in the presents of

Tho. James

John Laughton.

This acknowledged before me Thomas Backer Justice of ye peace:

The above writen is a true Coppy Extracted out of ye Originall bill of Sale by me Tho. Talmage Recorder.

EASTHAMPTON Decembr 18: 1676.

BOOK O, page 33, also BOOK A, page 73.—It is ordered by the Towne that whereas a Certaine tract of land lying bewene Robert Dayton uppon the South & John Wheeler

uppon the North: Contayning ffowerteen Acres bee it more or lesse part of which land for the most of it was formerly in the possession of John Osburne & of late yeeres purchased by the towne: of the said John Osburne: & set apart. & to be reserved for the Mynistry of this Towne: And the towne after searious Consideration, & some Causes thereto Moveing: have & doe graunt & nowe opposing the same: the aforesaid allotment to Captaine Josiah Hobert whom they have lately accepted as an Inhabitant amongst them, & have made sale of the aforesd lott to him his heires or assignes for ever with a certaine parsell of Low land Contayninge foure acres more or lesse at the Lower end of the sd lott by the pond Comonly Called Hooke pond which parsell of low land is part of the aforesaid fowerteene ackers: & likewise that from tyme to tyme the said Mr Josiah Hobert shall have liberty of the Comon for getting of Tymber for building fencing & fire wood & for Comonage for three or foure cattell frely without Molestation for which said allotment the aforesd Josiah Hobert is to pay to this Towne the full sum of fifty five pounds in New England money next sumer uppon Demand only Mr Hobert is to agree with Mr Backer Conserving the lease which the said Mr Backer have of the aforesd land from the Towne.

In reference to the above written bill of Sale or graunt of land by ye towne unto Mr Josiah Hubert: The Overseers have in ye name & behalfe of ye Towne given vnto Mr Hubert quiet & peaceable possession of ye same & yt by Turfe & Twigg this present Day being ye one & Twentieth of aprill 1677.

EASTHAMPTON: Feb. ye 2d: 1676-7.

Book O, page 12.—At A Towne Court held heere John Cooper Plaintife enter an Action of Debt: against Mr John

Mulford in the behalfe of the Towne of Easthampton Defendant for 21£ of powder sould to the Towne of Easthampton Octor. ye 26 1673 att 7£ of whalebone pr £: for which the Plantif Craves Judgmet: of this Court with what Damage and Cost of Court: shall bee made Appeare.

LOOSE LEAF 6-37.—In ye action entered by John Cooper against Mr John Mulford in ye behalfe of ye towne of Easthampton in a Debt for powder.

This Court findeth the Debt Due vnto Mr John Cooper from those yt have had it and wee will take a spedie Course yt the aforesd Mr John Coper may be satisfied wth necesarie Charg & Just Damage.

BOOK O, page 12.—Zackery Semore Plantife Enters an Action of Debt & Damage against John Boarne Defendant for bringing A freight of things as Timber and Sider for him from Midletowne in Coneticott River to this Towne of Easthampton: to the Vallue of feure pounds Eighteene shillings for which said Debt and Damage together with Encrease of Charge the plantife Craves Judgeme of this Court.

In refference to the case above mentioned the plaintife acknowledged in the Court yt hee did not agree with the Defendant Concerning Shipping their or his goods.

Abraham Hawkes Declareth yt he heard some words fr in Thomas Hancocke yt he ye said hancocke did come over in the vessell wth Zacary Semore either for a Third part of the pay of ye fraite or else for other reasonable wages this taken upon oath before me. This taken before me Tho. Baker.

The Court asking the Defendant whether he knew of any agrement betwene the said hancocke & Zacary Semore & he said he knew of none alsoe the said Mr Turner saith the same.

In the action above mentioned in regard there is noe bar-

gaine proved to be made with hancoke we fine for the Plaintife the Court Charges.

With refference to the case fore mentioned an execution was graunted forth & the Constable seasinge uppon severall barrells of ye Defendants & two men were Chosen by ye plt & Defendant for ye apprizment of ye barrell & they have val-leud ym at 00£ 04s 08d pr barrel.

EASTHAMPTON febru 7th 1676.

BOOK O, page 33.—Whereas the Countrie law is yt they are to pay twentie shillings for killing a wolfe: And for the Incouragment of men to spend some time for to destroy them This Towne have ordered and agreed that who ever shall kill an ould wolfe shall have tenn shillings a peice for every one soe killed and five shillings for a younge wolfe whelp from ye Towne.

It is ordered by the Constable & Overseers yt noe horses or mares young or ould whereof the owners of them belongeth to any other place townes or Towne they shall not bee marked in or Towne or ye bounds thereof by any person uppon ye penalty of 10s a peice to bee paid by those yt bee knowne to make the same: And alsoe yt noe person what ever shall drive away any horses or mares or other cattell out of the bounds of or Towne but they shalbee first brought into or Towne & Sene by the Constable or Two Overseers yt soe noe cattll may bee driven away yt doe belong to this Towne uppon ye penalty of 10s a beast & soe for every beast soe driven away & all damage yt may arise thereby besides.

LOOSE LEAF 6-37—These are to whom it may Conserne yt I Henry Glover of New Haven in ye Collynny of Keniticut doe Impower my Loveing freind Phillip allecock to make upp & Issue all accounts with Mr Thomas Backer Senior of East-hampton & doe ingage to stand to what he doth in ye prem-

yess as if my selfe was psonaly present witnes my hand this
14 of March 1676-7.

HENRY GLOVER.

That in Case there be any thing to receive due to me to
receive it and if any thing due to Mr Backer I doe Engage to
pay him with a Receite vnder my ffreind Alcocks hand.

HENRY GLOVER.

The last two writings Conserving Henry Glover is a true
Coppoy extracted from the Originall writing: this 19 of
March 1676-7 by me

THOMAS TALLMAGE Recorder.

Turne to ye other side to see ye agreement.

EASTHAMPTON ye 19 of March 1676-7.

LOOSE LEAF 6-3S.—Whereas I vnder written am invested
& Impowred Atturney vnto Mr Henry Glover of Newhaven to
adiust Reakon & make upp all accounts yt hath beene held
betwixt Mr Thomas Backer of Easthampton on Long Island
aforesd & ye sd glover arriseing from the management sale &
production of Sundry pcells of goods consigned at severall
times vnto the said Backer from ye sd glover as appeareth by
his letter of Atturney Dated ye 14th instant, and in Compli-
ance thereunto have to our best Capacity effected ye same,
findinge by a Just Ballance due vnto Mr Tho. Backer ye
sum of Eight pound in good currant pay, ye wch I doe as
Atturney afforesd oblige shall bee paid unto ye sd Mr Backer
by Mr Henry Glover on demand. Witnes My hand: or to
ye Heires Executrs Admynistrators or assignes of him.

PHILLIP ALLCOCK.

Witnes

Tho. Talmage

Tho. Codrington.

This above writen being Extracted out of ye Originall is a true Coppy Compared by me Tho. Talmage Recorder.

BOOK A page 66½.— Abstract—This Indenture made this fifteenth Day of March in ye yeare of or lord according to ye Church of England one Thousand Six Hundred Seaventy and Six. Witeneth an agreemt Betwene Perregreene Stanborough of Southampton in ye East Rideing of Yorksheire of Long Island of ye one ptie: and Willyam Millor of Easthampton in Compt. predict of Other pt. Witeneth that I the said Perregreene Standborough for Divers good causes & Consideracons me heereunto moveing as alsoe for a valueable sume of money already by me in hand Received Doe Bargaine & Sell unto ye above said Willyam Myllor his heires & assignes for ever All ye Meadow or Meadow Land belonging to ye Accomodation I bought of one Thomas Osburne Junr of Easthampton above-said sittuate Lying & being in ye bounds of Easthampton except the wast meadow yt is on Napeage: Allsoe one parsell of land North from ye said Towne of Easthampton Contayning Six acres Comonly called or knowne by ye name of ye second home Lotts: Allsoe one parsell of land by ye Easterne plaines Contayning seaven ackers & a halfe bee ye same more or lesse bounded wth ye land of Richard Stretton East & Thomas Osborne Senr west allsoe oue psell of land on ye Old Easterne plaine Contayning five ackers & a halfe bee it more or lesse bounded with ye land of Wm. flithyan East & John Millor west alsoe two parcells of land on ye Easterne plaines Contayning one acker a peice one psell bounded wth Natha. Bishops land west & John Osburnes East ye other bounded with John Osburnes land East & Steven Hedges west alsoe one pcell of land on ye Indian well plaine Contayning two acres & three quarters bee ye same more or lesse and is pt of a five acre peice: I have there: bounded by Jeremyah Concklings East & ye land of Mr John Mulford west: One pcell of land lying by ye side of Steven Hands house lott

Contayning Eleaven acres & a quarter: bee ye same more or lesse: All these said pcells of land abovesaid & Every pt & pcell thereof wth all their purterances priveledges benifits & profits whatsoever unto ye same belonging or in any wise appertayning Except Comonage & increase of land I Doe & have fully made over & Sould vnto ye said Wm Millor his heires executors Admynistrators & assignes for ever To have & to hould forever. In witnes whereof I have hereunto sett my hand and fixed my seale.

PEREGRINE STANDBOROUGH.

Sighned sealed & delivered

In presence of

John Howell
will Backer
John Laughton.

This was Sighned Sealed
Delivered and owned before
mee John Topping Justice.

The above written is a true Cobby Extracted out of the originall & Compared by mee

THO. TALMAGE Recorder.

APRILL the Second 1677.

LOOSE LEAF 6-37.—It is agreed by a maior voate yt Will-
yam Perkins is to have two or three ackers of land toward
the hollow yt goeth Downe to the litle pond Norward of the
high way yt lyeth by Jeremy Conklings plaine land as men
goeth to the litle plaine only to live uppon it himselfe if he
please but hee is not any way to dispose of it to any other
pson neither Directly nor indirectly but it is to returne againe
to ye Towne if he doe not make use of it as above Specified.

It is agreed by a maior voate yt John Neiger is to have
about three ackers of land if it may bee hadd by Willyam
Perkins his land.

APRILL ye 6d 1677.

BOOK O, page 6.—It is ordered by ye Constable & overseers yt all ye generall fenc belonging to ye plaine from East to west be suficiently made upp to kepe out cattell betwene this & ye 14 Day of this instant Aprill & yts uppon ye penaltie of what ye law Doth aford in such cases & yt to bee paid by those yt Doe or shall nelect ye Same: Alsoe it is apoynted by ye Constable & Overseers that John Hopping & Willyam Miller shalbe veiwers of ye fence for ye generall feild for this yeere yt is yt John Hopping is to veiw the westward fence & Willyam Miller the Eastward fence.

It is alsoe agreed by ye Constable & Overseers yt ye two men above mentioned namely John Hopping & Willyam Myler shalbe pounders for this present yere.

APRILL ye 6 day 1677.

BOOK O, page 6.—The order on ye other side of ye leafe about cattell not being kept vpon the plaine within the generall fence is now renewed againe & to stand in force by ye order & appointment of ye Constable & Overseers for this present Sumer.

EASTHAMPTON May 30th 1677.

BOOK F, page 63.—George Miller have sould unto Thomas Talmage one horse a Geldinge of a kind of Donn Mouse Coulour of 4 yeres ould wth a bald face and 2 white fete behinde and A halfepeny uppon the hinder part of the right eare & Branded with T I on the right shoulder & B on the right Buttuck & A on the left Buttuck.

EASTHAMPTON June 13th 1677.

BOOK F, page 12.—Symon Heilliar have sould unto Thomas

Jackson one Iron gray horse of about five yere ould marked with a crop of each eare & a slyt Downe in each eare allsoe & a small halpenny in the hinder part of the left eare and a Hallter gall on both sides of ye neck which is a small white streake & Branded with I G on ye left Buttuck.

Book F, page 18.—Steven Hand.

	—	00-03-00
	—	00-02-06
	— James Hand	00-05-00
	— James Hand	00-01-06
[Some pages	— Mister James	00-05-00
here not	— Mister James	00-12-00
legible.]	— Bezallel Osburne	00-12-00
	—	
	For Mr James	
	— nine barrells	00-09-00
	— seaven barrells more	00-07-00
	— two loade of raills —	00-08-00
	for Carting whale in the yeare '75	
	Mr James one loade of whale at ye —	00-13-00
Goodman Dyamend	one loade at ye same place	00.13-00

Book F, page 18.—paid to John psons weaver for bgg up one mare & Coult & to pap to us for Samuell Lum 0-6-8 & to pay to us for a horse yt John Chatfeild truckt with him 0£ 5s 0d & 5s more for ye feede of or land at Newtowne & due to us from him for his Country & Towne rate ye Country rate is paid by me for him five shillings & A levenpence & foure shillings & 07d for his Towne rate & paid to him some Tallow more on ye next page.

JUNE ye 18th 1677.

BOOK F, page 17.—There is this time a mare & some other horse & Mare kind brought into the pound at Easthampton of which there is one Mare yt Ellis Coock of Southampton layeth Claim to which Mare is about eight or nyne yere ould being a bay Mare cropt on both yeeres & a slitt downe on ye Right eare & a White blase downe her face.

And alsoe one bay horse yt ye foresd Ellys Cooke claymeth as Coming from the Mare abovesd Marked with a halfpenny under the left eare & one litle nyck under the right eare & a few white haire or a small star on ye forehead and one young horse Coult yt sucketh ye Mare abovesd yt belongeth to Ellys Cocke Cropt on both eares & slytt downe on ye right eare & a small blase on ye face & the upper part of ye white blase brodest.

And alsoe one bay Mare of a yere ould or there about which ye foresaid Ellys Cook layeth Claym to as Coming from ye Mare abovesd Marked with a small crop on each eare & a halfe penny under each eare & a small white spot on ye face.

BOOK F, page 16.—alsoe delivered to wever psons 16 pound of wooll at 1s 3d pr pound which is 1-00-00 for plowing ground.

BOOK O, page 6.—The Order above mentioned baring Date aprill ye 6 Day 1677 is againe renewed & to stand in force for ye latter part of this Sumer according as it was ordered in August ye tenth 1676 & this ordered by ye constable & Overseers of this Towne of Easthampton being this 20 of July 1677.

BOOK O, page 8.—July 20th 1677 it is ordered by ye Constable & Overseers yt noe manner of pson shall cut grass for

hay at M antacut for this present Sumer untill men have liberty from ye Constable & Overseers give liberty for ye Same & yt uppon ye forfeiture of what ye Constable & Overseers shall see cause to lay uppon him or them yt Shall act Contrarie to ye Same.

EASTHAMPTON July 24th 1677.

BOOK O, page 44.—In regard of much Inquirie yt Doth & may befall the town in Generall & alsoe severall men in pticular by ye abusive carriage of some psons by leaving open of gates & barrs whereby cattell are laid open for ye spoyling of corne & grass. It is ordered by ye Constable & Overseers yt noe pson whatever at any time hereafter shall not leave open any gates or barrs whereby any man Suffer in generall or pticular in respect of ye fruites of ye Earth yt any such pson soe Doeing Contrarie to this order namely in leaveing open any gates or barrs shalbee lyable to pay five shillings and alsoe pay all such losse or Dammage yt may be made appeare to come thereby.

LOOSE LEAF 3-31.—Easthampton August 20th 1677 at a towne metinge warned To that purpose the Towne voated to allow Mr Thomas James as an addition to his present Mayntaynance twenty pounds a yeare More: the Contrary was Twise put to the voate but None held upp a hand against it.

BOOK A, page 59½.—Whereas there is a Contract of Marriage to be in Convenient time Consummated betwene my Eldest sonne James Diament & Hannah ye Daughter of Mr Thomas James Therefore be it knowne to all men by These prsents yt uppon ye said Consideration, I Thomas Diament senr doe oblige my selfe unto ye said Mr James, to give & bequeath unto my sonn James Diament to have & enjoy after mine & my beloved wives decease as ffolloweth viz My now

dwelling house with Barne & Twelve acres of land next adjoining, all ye furniture in my great Roome, the Bedding only Excepted, alsoe Elleaven acres of my Close which lieth betwene William Edwards on ye one side & Thomas Osborne & Richard Brooks on ye other also Two third parts of my Meadow at Napeak Alsoe that foure acres of land in ye litle plaine wch I formerly bought of John Stretton & a third part of my Share of Meántacut & a double Share of ye Quick Stock wch I shall Leave behind me: alsoe my whipsaw my Croscut saw & my handsaw. Alsoe I doe Ingage my selfe yt my sonne aforesaid shall be sole Executor of my Last will & Testament: & fully freely & absolutely posses & enioy to him & his heires all ye above perticulers for ever: after my death & ye decease of my beloved wife: as witnes my Hand & Seale this 21th Day of August 1677.

Signed sealed & delivered
in presence of

And the said James Diament is to have one third part of the Commonage yt is my right in ye Bounds of this Towne.

Alsoe tis to bee understood I doe hereby ingage that in case I die before my wife yt then my sonn James aforesaid shall take present possession of ye one halfe of my dwelling house & one halfe of ye twelve acres of land as alsoe the use of ye barne aforesaid as witnes my hand the yeare & day aforesaid.

THOMAS DIAMENT.

Signed Sealed in presence of
Josiah Hobbart
Perigrine Staubrough.

The truth of what is above written was acknowledged by Thomas Diament senir Aprill the twentie seaventh 1682 before mee

JOHN TOPPING Justice.

A true Coppy

OCTOBER 2th 1677.

BOOK O, page 9.—At a Towne metinge it is agreede by a Maior voate yt Edward Jones have a small psell of land given & graunted to him contayning about six ackers more or lesse which land being alreadie laid out norward of the high way yt goeth toward ye little plaine & bounded Southward by a psell of land which have bene by report given vnto James Burd : alsoe bounded Eastward & Norward by ye Comon & running farther westward yn James Burds land & soe bounded westward by ye Comon & some part of this land is bounded Southward by Comon land & ye high way yt goeth toward the litle playne: which land being thus bounded is given & graunted by The Towne of Easthampton unto the aforesaid Edward Jones his heires or assignes for ever.

BOOK A, page 23½.—To all Christian People to whom these presents shall or may come greeting know ye yt I Thomas Osborne Sænr of Easthampton in ye East Rideing of Yorksheire 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 & welbeloved sonne Beniamine Osborne all that my house and whom Lott sittuate Lyein 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 Priveledges Interest in Common or whatsoever Benefit is or any way doth at this day of ye Date hereof Belong unto my said accomadations sittuate lieing & being any Where in any part of the bounds of the said Easthampton to him my said Beniamine Osborne & his heires Executors administrators and assignes for ever hereafter To have and to hold and as his owne 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 Benefit unto ye said accomadation Belonging. In Witnes 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 Sovereine Lord Charles the Second & Anno qr Dom: one thousand Six hundred Seaventy & Seaven.

THOMAS OSBORNE. [L. S.]

Sighned Sealed & Delivered
in ye Presents of

his
Robert R D Daiton
marke

her
Alce A B Backer.
marke

This deed of Gifte was acknowledged
before me Thomas Backer Justice of ye
peace.

The above written Deede of gift is Recorded this 26 day of Novembr 1677 pr me Henry Peirson Clark to ye Cort of Sessions for ye East Rideing.

And Entered into ye Towne Records of Easthampton this 27 of Decembr one thousand Six hundred Eightie Six by me Thomas Tallmage Recordr.

LOOSE LEAF 2-34.—This Agremt made betwene Tho. James John Stretton Senr Thomas Dyament Senr Tho. Chatfeild Senr Inhabytants upon Easthampton uppon the East rideing of Yorkshire on Long Island one ptie: And Mousup sachem Vnquonimo Wunnanaugema alias Antony Jumpaus

alias Nat vncommouit Jeffry Quauquehide alias Harry : witnes Abell Phillip Humphrey Towis allias Ben Tantoquin allias will John Indian wompaquat alias Haines who whus sauau alias Georg Block Iland Ind : quequecum alias Hector maneeg allias will : wumakauntakkum allias Cowkeeper Scommaug waube wetanauhhum Shelt Iland Sachem, Quadoqueno alia Shelt Ild Ants ye other ptie as ffolloweth.

That upon Consideration ye Englishmen aforesd Doe provide boates warpes & Irons for vs the aforesd Indians whose names are here underscribed & doe let vs goe halfe share men with them, that is to say halfe ye blubber & halfe ye whale bone : as is agreede uppon in a former writing betwene vs (most of vs) bearinge Date Aprill 14 1675 wee ye aforesd Indians doe engage our selves to goe to sea from yeare to yeare at all seasonable times for these our Copartners a whale kiling till wee have discharged to their satisfaction all former arreares or Debts we stand engaged to them : & shall not take advantage of them to defraud or Deceive them in ye Due performance of what wee stand engaged to them by former agrements uppon any pretence whatsoever, wee alsoe engage to ye aforesd English men our Copartners yt what goods any or all of them shall supply vs with all necessary for our setting forth this winter, the Oyle or bone wee get this yeare shall bee for the payment of ye same, & soe from yeare to yeare till all old debts bee discharged : In witnes & Confirmation hereof we set to our hands & Seales Decemb : 27 Ann : Dom. 1677 :

WEUNNAHUM
Shelt Ila S R mark

Subscribed & Sealed in
presence of vs

John Mulford Senir
John Mulford Jur.

Harry Wv his mark
 wampaquat OV his mark
 Jeffry ∞ his mark
 Humphry U his mark
 quaun S his mark
 Tantoquin X will his mark.

Nat Pj mark
 vnquoni (mo his mark
 Wausi N mark
 Antony W his mark
 witnes ¶ mark
 George W mark
 Cow VVV keper mark
 Hector □ his mark.

This above written is a true Cobby by me

THO. TALMAG

Recorder.

Book A, page 26½.—Know all men by theise presents yt whereas I Elizabeth Streton of Easthampton on Long Island widdow & Reloct of Richard Streton deceased am by the Last will and Testament of my said deceased Husband bearing date Aprill the seaventh : 1674 Left Sole Executrix of ye said Will : & whereas I am Now about to dispose my selfe in marriage againe : I doe therefore, in Execution of my said trust Comitted to me & to shew my Motherly affection to his & my Children being young : by these presents reserve to my selfe before my marriage (viz) all ye inward goods Commodities & household Stuff according to Inventory bearing date the 27 day of aprill 1676 : And I doe also hereby ingage yt my sonn Thomas shalbee paid out of the Estate at ye age of twentie one yeeres the sum of twenty pound in Currant pay in Case he continue with me soe long : And wheras my

late beloved husband saw Cause to appoynt my father William Edwards & my Brother John Stretton to be Overseers of his last will: I doe therefore by theise presents make & appoint them feofers intrust & Overseers to take care of my said reserved estate yt is to say in Case my said overseers or feofers shall see or suspect yt my said reserved estate or any part of it bee Likely to bee Imbezelled then I doe hereby impower my said feofers or either of them to take into their hands whatever is herein reserved to secure ye same for my use as aforesayd: alsoe in Case my father William Edwards shall depart this Naturall Life before me then I doe hereby appoint my good friend Samuell Mulford: to suckseed in his place & in case my Brother Stretton die before me then I doe here by appoint my Cousin John Stretton to suckseede him & come in his place: both with as ffull & ample power as my first feofers have:

Alsoe I doe reserve unto My selfe full power to will & dispose My said reserved Estate to any or all my Children as I shall see Caase but if I dye without a will: then all m^r Children that survive mee shall equally divide ye said estate betwene them as witnes My hand & seale set to this tenth day of Januarie Ano Domr 1677-8.

the marke of

ELIZABETH O STRETON. [L. S.]

Signed and sealed & delivered
in the presence of


Josiah Hobart
George ffyler.

A true Coppie Extracted
out of ye Originall & Com-
pared.

James Mynister of Easthampton And Tom : Indyan late servant to Roger Smith as followeth :

That the aforesaid Tom Indyan doth bind himselfe: Apprentice to the aforesaid Thomas James his heires or assignes for the full tearme of three yeares & a halfe, to doe him true & ffaithful service & to be obedient to all his Lawfull Commands by Day or night, for which service the said Tho. James doth bind himselfe his heires or assignes to allow the said Tom meate drinke & Clothing sufficient for him, & a coate a yeare which shalbe at his owne Dispose of trucking Cloth, & when his three yeares And a halfe is out to leave him as well Clothed as I find him & Two coates of Trucking Cloth In Confirmation of the premises we mutually set to our hands & Seales. This agrement made with Consent of Abel his brother: this 15 februarie: 1677-78.

TOM T INDIAN
his marke
THO. JAMES.

Abel  his
marke

Subscribed & Sealed
in presence of us
Arther Cresse
John Mulford.

FEBY (?) ye 17th 1677.

LOOSE LEAF 3-32.—Received of Joseph Osborne the Constable of Easthampton ye full & Just sum of Thirtie one pound Elleaven Shillings and one pence being ye full of the Conties rate for ye Towne of Easthampton for the yeare 1676 and one pound Twelve shillings and five pence which is to bee allowed in the next Contrie all which makes the sum of Thirtie three pounds Three shillings & six pence I say Received.

pr mee THOMAS WILLET.
A true Coppy.

Book A, page 68.—Theise presents witeseth yt I Samuell Rodgers of New London in his Maties Collony of Conectticut in New England for a valluable Consideration by me allready in hand received of Mr James Loper of Easthampton on Long Island have Sould allianated & past over and by these presents for me my heires Executors administrators Doe sell alianate & pass over In Open Market unto ye sd James Loper his heires Executors or assignes one Indian Captive girle about Thirteene or foorteene yeeres of age Comonlie Called or knowne by ye name of Beck for him ye sd James Loper his heires or assignes or Either of them for to have hould posses and enjoy as his or their proper estate duringe her naturall life and doe by theise presents Declare my selfe to bee the true & Right Owner of the said girle and therefore have good & Lawfull power soe to doe. In Witnes whereof I the said Samuell Rodgers have hereunto Sett my hand & seale the Eighteenth Day of March 1677-8.

SAMUELL RODGERS. [L. S.]

Signed sealed & Deliverd

In presents of

Issaack Molyne

J. Wheeler.

Know all men by these presents that I James Loper doe for my selfe my heires executors administrators & assignes make over my right: tytle & interest in ye Indian girle above-said unto my ffather in Law Mr Arther Howell for the only proper use & behoefe of my beloved wife Elizabeth Loper & I doe by these prsents appoint him to be feofe intrust unto her my said wife to see & take care that ye said Indian girle bee not sould or taken from my said wife but be kept in her right & possession Dueringe her said naturall life as is expressed in the abovesaid Instrumt of sale to my selfe and in

Case of my wife her Death: then the right of the said girle to Desend unto the Children which we now have Liveing, without any kind of fraude or Covert as Wittnes My hand & seale set to this 26th Day of March 1678.

JAMES LOPER. [L. S.]

Signed Sealed & delivered
in prsence of

Tho. James

Jo. Hobbert.

EASTHAMPTON ye 29 of March 1678.

LOOSE LEAF 3-32.—Wee ye Constable & Overseers have Ordered yt hence forth those yt take ye flock of sheep to yard them or put them in their Closiers for ye benifit of Dung shall pay two shillings six pence for every night soe taken & Carefully to secure them from Dammage & what ever loss or Damage Doth appeare shall make good to the Owners of such sheepe as are lost or Damnyfied; and any that Doth Desire the flock & will give six pence more by the night then another: Exceding this Order shall have them; the pay must bee in such specia as to satisfie the sheppard for his keeping the flock & noe man shall take them from the sheppard till such seasonable time to lodge the sheepe.

BEN. CONKLING

JOHN STRETTON

THO. CHATIFELD

JEREMYAH CONCKLING

BEN. OSBORNE.

Loose leaf 11.43.

EASTHAMPTON April, 2th: 1678.

Baniamine Conckling is chosen Constable for this Ensueinge yeere Roberd Dayton is chosen an Overseer for this pros-

ent yeare. Samuell Parsons being chosen Overseer for this present yeere hee Doth refuse to serve in the place:

Nathaniell Bishopp is chosen an Overseer for this present yeere.

EASTHAMPTN Aprill 4th 1678.

BOOK F, page 10.—One John Mills soe called by the English being a Duchman liveing at fairefield have by an exchange made over unto Thomas Dyament Junior of this Towne of Easthampton one brown bay stone-horse of about eight yereould Cropt with a hollow crop on both yeeres & a Slope on ye fore part of the nere eare branded wth a horse shoe on ye neere shoulder & an L on right thie

Alsoe the beast That Tho Dyament have made over unto The foresd John Mills by exchange is a mare of a browne bay Coullour with a small star in ye forehead sixe yereould cropt on ye neere eare and and an L on the fore part of ^rye right eare

EASTHAMPTON Aprill ye 6th 1678.

Loose leaf, 11-43. It is ordered by ye Constable & Overseers of this town yt all generall fence belonging to this towne yt is uppon ye plaine from East to west shall sufficiently bee set upp betwixt this & ye 20 of this instant aprill nppon the penaltie of Two shillings sixe pence a pole & soe proportinable to that fine for all yt shall not be done by yt time whether more or lesse.

BOOK A, page 67½.—Abstract.—Know all men by theise presents that I Renick De ffreese alias Garrison for Divers good causes & considerations me hereunto moveinge as also for a vallueable sum of money alredy in hand by me Received

have Bargained and sould vnto James Loper of Easthampton on ye East rideing of Yorksheire on Long Island and to his heires for ever all yt my Celler and home lott sittuate lying & being in the said Easthampton: And is bounded Norward by ye home lott of ye said James Loper And Eastward by the high way Southward by ye land of Beniamyn Conckling and westward by ye addition of Joseph Osborns land Lying & being by Estymation six Acres of Land be ye same more or lesse To have an to hold without any Molestation of me my heires or any other person whatsoever by from or under me. Only except the Moveables within ye said Celler :

In witness whereof I have hereunto sett my hand and fixed my seale this six day of Aprill Annoqr. Domr. 1678.

REINICK GARRISON. 

Signed sealed & delivered

in the præsence of

JACOBUS SCALLENGER

JOHN LAUGHTON

A True Cobby.

Loose leaf, 11-43.—It is granted by a Maior voate of this Towne of Easthampton That Samuell Terrill shall have a small psell of land upon the Eastward woodland which lieth within the fence belonging to the Easterne plaine which said land is given & granted vnto the aforesaid Samuell Terrill to him his heires or assignes for ever and it contayneth Eight Acres more or lesse as it is now laid out and bounded by land yt belongeth vnto Enock ffithyan west & the highwaies North & South & the present Comon East: This land was granted to him the said Samuell Terrill in ye yere 1676.

It is alsoe granted by The Town yt Samuell Terrill shall have for his use to build a house uppon a small quantitie of land in the strete & it is now this Eights of Aprill. 78 laid out being Two pole & a halfe broade & Eight pole long & ho

the said Samuell is to have & Enioy it only so long as he Doth follow his Trade living in This Towne for to Doe ye Townes worke as a Smith & when he Doth remove what buldinge or fenceing Samuell Doth, The Towne is to pay the foresaid Samuell according to the worth of it when he Doth leave the same.

Loose leaf, 11-44.—It is agreede by a Maior voate yt ye flock.—

Loose leaf, 2-34.—I Tho. James of Easthampton haveing together with my Copartners for ye whale Designe made severall contracts & agreemts with ye Indians ye one bearing Date Aprill 14, 1675 the other bearing Date Decem. 27 1677 I Doe by these presents both in my owne name & name of my Copartners enter a Solemne Protest against any person or psons who have or shall Contrary to all Law of god or man Justice or equity goe about to vioate or infringe ye above mentioned Contracts or agrements without our Consent.

Witness my Hand

THO JAMES.

Aprill 9th 1678

EASTHAMPTON Aprill 11, 1678

Loose leaf, 2-36.—James Loper have entered an action of ye Case against Issaak Moline Defendant for takeing & detaining of five whale oars & what Charge & dammage shall appeare thereuppon.

In ye action entered by James Loper plt against Issaack Molline Defend This Towne Court fineth for ye Defendant cost & Charg of Court.

EASTHAMPTON April 11, 1678.

Loose leaf, 11-44.—Nathaniel Baker plt have entered an action of debt against Obadiah Banks Defendant to ye vallue of Tenn shillings & other nessecari Charg arising thereuppon

EASTHAMPTON April 11th 1678

Loose leaf, 11-44.—James Loper plt have entered an action of ye case against Issaack Moline Defendant for takeing & Detaining of five whale oars & what charg & dammage shall appear to arise thereuppon.

The testimony of Richard Stretton in this case of Nat Baker Declareth yt his father in Law & Obadiah Banks had some words about keping of a horse of the said Obadiahs & in their discourse Obadiah asked Nath Baker Whether he would take tenn shillings for keping of the horse and the said Nat said noe he thought he did deserve 20s or more and Obadiah said will you be content with 10s but Obadiah Answered againe he thought he would be glad with 10s if he could get it for said Obadiah he made noe agreement with him ye said Nathaniell in ye action entered by Nat Baker plt against Obadiah Banks Defendant according as ye action is entered the Towne Court fineth for the Defendant Cost & Charge of Court.

EASTHAMPTON april 30th 1678.

LOOSE LEAF 2-36—It is ordered by ye Constable & overseers yt what ever cattell are found within ye plaine fence are to bee pounded & ye pounder is to have 6d ye head & for all horses yt are there found & all horses there found and not fettered or tied & ye man with him & kepe him from doing Damage are to be pounded & ye owner to pay one shilling & all cattell though pounded the oweners are to pay all other Just Damage & who ever shall kepe or bayte oxen with

in the plaine fence ye oxen soe found shall bee pounded & ye owners of ye cattell are to pay five shillings to ye townes use & whoever shall leave open any gates belonging to to the plaines or pull Downe any bars & soe leave ym shall pay all Damage yt shall come thereby & alsoe pay five shillings to ye townes use.

BOOK A, page 62½.—Know all men by these presents that I Jacobus Skelinger of Easthampton in ye East Rideing of yorksheire on Long Island for Divers good Causes a d considerations me hereunto moveing as Alsoe for A vallueable sum of money by me in hand received doe and by these presents have allynated Bargained & sould all yt parcell of Woodland I formerly bought of Beniamyn Conckling of Easthampton abovesd sittuate lying & being in a place Commonly called & knowne by the name of the Easterne playnes belonging to ye said Easthampton being by Estymation Ten ackers bee ye same more or lesse as it is bounded on ye East by ye land of John Stretton Ser yt was formerly Jeremyah Meachems on the west by the land of Nathaniell Bishopp: the high way South & ye Comon north unto ye said Beniamyn Conckling his heires Executors administrators and assignes to have and to hould peaceably and quietly to posses and Enioy for ever without any lett trouble hindrance or Molestation of mee ye said Jacobus Skellenger my heires Executors administrators or assignes or any other person or persons whatsoever by from or vnder me Claiming or laying any manner of title or Cláime to ye said ten accres of woodland as it is above expressed or any part or parcell of ye same allsoe att any tyme and att all times hereafter whensoever I shall bee hereunto required (onely att the propper cost and Charge of him ye said Benjamin Conckling: To make Signe seale and deliver any further or better deed or Conveighance of the abovesaid premisses as by any Learned Councill in ye Law is thought meete for secur-

ing the said land vnto him the said Beni: Conckling his heires
Executors administrators and & assignes.

In witness whereof I have hereunto sett my hand & fixed
my seale this day Twenty third of May Annoqr: Dom 1678.

JACOBUS SKELLINGER O seale

Sighned Sealed and delivered

in the presents of

Jos: Hobart

Margret Hobart

This bill is acknowledged
before mee Tho: Backer
Justice of peace

This last above written is a true Cobby.

MAY 24th 1678.

Book F, page 10.—Richard Shaw bought one black mare
yerling Coult to be entred into the records with a white
streak downe the face & ye upper part of it is somthing broad
which was not long since brought out of ye woods & followed
a mare yt belongeth to Tho Shaw of ye North Sea & this colt
was by some pson then marked with a cropp on ye left eare
& 2 slits downe the same eare & a hapeny on ye fore part of
the same eare.

MAY 27 78.

Book F, page 10.—Willyam Hamblton saith yt not long
since he bought of Richard Stretton a bay Mare Coult of a
yere ould with a white blase downe ye face marked with a
hapeny on each side of both eares.

EASTHAMPTON May 27 78.

Book F, page 11.—Samuell Mylls living in the bounds of

Southampton declareth yt he not long agoe have exchanged Two mares with John Oldfield of Jemeco & ye said John Oldfield is to take 2 mares of Samuell Mills there as the said Samuell declareth & taketh these 2 here one of ym being a blackish browne about five yere ould marked with a nick on both sides of ye right eare & now she is alsoe marked with a crop on ye same eare & branded with an O on ye left but-tuck & semeth as if a litle strek were made downe the O & — H on ye right thie which last brand is now done The other Mare is a yereling a kind of a Don colour at present with a crop on ye right eare & a hole in ye same & a nik under ye left eare & as it is said not long agoe was marked by Tho Bee through a mistake which mare is now brand wth ---H on ye right thie.

Alsoe one young Coult which belongeth now to this first mare inserted of a don Colour with a bright starr in ye forr-head marked with a nik on each side of ye right eare & a crop on ye same eare & branded with - H on ye right thie.

EASTHAMPTON May 29th '78.

BOOK F, page 11.—James Loper booght one gray horse formerly of Mr David Gardiner with a black mane & black Tayle & a star in ye forehead one white foote behind cropt on ye left eare Branded with a c on ye right thie.

Alsoe one bay horse with a star in ye forehead & a black mane & Tayle & black feete cropt on the right eare & a hole in ye same & a litle nick under ye same eare & a \sqcap under ye left eare.

Alsoe one Browne horse more wth a star in ye forehead & a white spot on ye nose & one white foote behind cropt on ye right eare & a hole in yt eare & a nick under ye same eare & an \sqcap under ye left eare or ye hinder part of ye left eare taken of & soe is ye last above mentioned.

BOOK A, page 19½—Abstract.—Know all men by these presents yt I Thomas Backer Senir Inhabitant in the Towne of Easthampton of ye East Rideing of Yorksheire on Long Iland for good Considerations me moveing thereunto have given and doe by these presents frelly give & grant unto Ebynezer Leeke my sonn in Law & to my Daughter Hannah his wife: Nyne ackers & a halfe of woodland more or lesse by ye Easterne plaine: & bounded by ye high wayes North & South and Robbert Daitons land East & Robert Bonds land West. Alsoe I doe by these presents give & grant unto my aforesd sonn & Daughter one parsell of land more being part of a fourth Devision of land & lieinge Towards ye North East part of ye Towne Containinge Three ackers & a Hundred & Ten polle more or lesse: and bounded westward by Thomas Osburne Junir his land and Norward by ye high way yt goeth to Accobonock and Eastward by John wheelers land & Southward by ye North end of Phillip Leekes land: both which parsells of land above mentioned I say I Doe ffirelly give unto my aforesaid sonn & Daughter: To have and To Hould & to Their Children for ever. In witnes hereof I have set to my hand this Twelfth Day of June: Anno Dom: 1678.

THO. BACKER Sig.

In presence of Thomas Tallnage.
The marke of R D Robert Dayton.

EASTHAMPTON June 13th 1678.

LOOSE LEAF 2-36.—It is ordered by the Constable & overseers yt noe pson in or belonging to this towne shall receive or Entertaine any pson yt is alreadie come hither or yt shall heereafter come above one week unlesse they have licence or libertie from the authority of this towne for ye same & yt uppon ye penaltie of paying five shillings a weeke for every weeke yt any house keper Doth entertain any such pson or

psons Contrarie to this order: and whereas it was agreed upon formerly by the towne yt ye sheppard at Meantacut should bee releived every other Sabboth Day it is there for ordered by the Constable & overseers yt whosoever shall neglect going to releive ye sheppard being seasonablee warned thereunto shall forfeite Ten shillings for ye same.

EASTHAMPTON June 20, 1678.

BOOK F, page 9.—Robert Dayton have made an exchange of a horse with Ebynezer Leeke & ye horse yt he hath of Ebynezer Leeke is of a dark browne Coulour with a broade star on ye forehead & some litle white the most part downe to his nostrills & a litle white on ye inside of ye neere fore foote & cropt & slit in ye neere eare & a halfe peny on ye under side of ye right eare & branded with A on ye right Buttuck.

JULY 8, 1678.

BOOK F, page 11.—this young coult last mentioned & the mare yt it came on wch is above spoken of being a blackish browne with ye marke above inserted is sould to John Feild by Samuell Mylls.—(Refers to entry of May 27, '78.

EASTHAMPTON July 29 1678.

LOOSE LEAF 2-36.—It is ordered by ye Constable & Overseers yt noe man shall cut any grass for hay at Napeake upon any of ye wast Meaddow yt is not yet laid out upon ye forfeiture of what ever hay they soe cut & five shillings more besides for every Day or part of a Day they soe cut unless they have liberty soe to Doe from ye Constable and Overseers.

BOOK O, page 31.—Wee the inhabitants of ye Southerne end of ye Towne of Easthampton here subscribed doe by theise presents mutually engage or selves as followeth: wee find our present want of a mill for suply of our families with meale doe mutuallie agree to ye setting upp of a suficient horse mill & to bee at equall Charge for ye building the same, the number of us that make this agrement not to excede twentie foure persons, or 25 at ye most & it is farther agreed by us neither directly nor indirectly yt nct any of us shall grind for any other pson save for our owne Respective famy-lies uppon ye forfeiture of Two shillings the bushell by any person of us shalbe found soe doeing.

August the fifth 1678.

Tho Backer
 Tho James
 John Mulford
 Thomas Talmage
 John Stretton Se
 William Mulford
 Thomas Osborne Junr
 Robert Dayton
 Stephen Hedges
 John Hoppinge
 Thomas Chatfeild
 Jeremyah Conckling
 Ebynezer Leeke
 Josiah Hobbert.

Benjamin Osborne
 Mary perkins
 John Stretton Jur
 James Dyament
 John Wheeler,
 Samuell Mulford
 William Edwards
 William ffithyan
 Thomas Dyament Ser
 Nathaniell Backer
 Steven Hand

a true Coppy

AUGUST 6th 1678.

LOOSE LEAF 11-44.—James Loper being warned by authority to appeare before the Constable & Overseers to answer what was laid to his charge & he not appearing according to order & causing them to waite his leisure is fined for ye same five shillings: Tobony an Indyan haveing made a Complaint

to ye Authority Concerning James Loper beating of him & ye Case being xamyned on both sides & we apprehending wrong on both pties in striking one another & soe breakinge ye Kings peace & are therefore to pay five shilling a peice.

EASTHAMPTON August 12th 1678.

LOOSE LEAF 3-35.—Tho Dyament plt have entered an action of trespas uppon ye Case against John Stretten Senior to ye vullue of 4Cs for yt ye sd John Stretton Døth continue to pass with Carts & horses over ye land of ye sd Dyament, in ye little plaines & sath he will Doe ye same.

The purchased Towne Court in refference to ye action above mentioned the Constable & Overseers have seriously Considered the case as it have bene presented to ym & ye plt have warned the Defendant not to pass with carts & horses over ye sd plt ground & ye Defendant by his owne acknowledgment have gone over the sd land since his being warned to the Contrarie & therefore the Towne Court doe fine for ye plt five shillinges Damage & the Court Charge.

EASTHAMPTON Septembr 3th 1678.

LOOSE LEAF 2-35.—Mr Josiah Hubbert have entered an action against Tho Hand for to be Tred by this Towne Court for his the said Tho. Hand Illegally pounding a mare & some Coultts of his the aforesd Mr Hubberts.

In The action last above mentioned we fine for ye Defendant Cost & Charge of Court.

James Lop plt have entered an action against quasique an Indian for a mater of Debt due to him ye sd Lop as uppon account as in his book may appeare in ye action of James Loper plt against quasique the Indian we fine ye Indyan for his non apearance to pay ye Charg of Court.

EASTHAMPTON Septembr 8th 1678.

LOOSE LEAF 2-35.—It is granted by the Towne yt Benjamin Conckling shall have one acker & quarter of land Joyning to some land yt doth belong unto him given to him by his ffather Mulford which lieth among some small allotments given out at ye noreast end of ye towne as men goeth to acabonock & there is to be an acker & aqr to be Deducted from Mr Mulfords alotmt in ye new devisiön.

LOOSE LEAF 2-36.—The order above written in Junne 13 yt psons are not to be cntertayned by any without leave or liberti from ye authoritie of this Towne is now renewed & in all respects to be in force againe by ye Constable & Overseers This 24 of Octobr 1678.

NOVEMB 4th 1678.

BOOK O, page 42.—Mr John Loughton Attorney for Issaack Halsey of Southampton have entered an action against John Myller Junir for taking up & eare marking & selling a young horse of Issaack Halseys which action is to bee tryed by ye Towne Court the day & yeare above Written.

In ye action above mentioned by John Loughton Aturny for Isack Halsey plt against John Myller Defendant the Justice & Overseers haveing Warily & Scariouly Considered the case & wee find yt ye plt have not made good his plea according to his action & therefore wee doe give this Judgment yt the Constable is to take ye horse into his Custodie for ye Duke or Towne & Doe give the plt & Defendant further time untill this Day Month to make better prooffe of this Horse now in Difference betwene them which wilbee the first Tuersday of December & the Cunstable is to take the Horse & turne him into the plaine & to see yt hee be brought pu againe at the time apointed.

EASTHAMPTON Nobr 15 : 1678.

LOOSE LEAF 3-32.—The above written order is apoynted by the Constable & Overseers to stand in force again for this winter in respect of folding ye Sheepe.—(Order of Mar. 29, 1678.)

BOOK F, page 12.—Mr John Laughton marked a horse Coult yt come of a mare called Halseys mare sometimes in ye fore part of ye winter 78 & I passing by he spake to me to enter the mark but I forgate it only I se him marke it & I take it it was a backish horse with somthing a crooked white streke or bald on ye face & 3 white fette.

DESEMBR ye 2 1678.

BOOK F, page 9.—Joseph Osburne haveing a gray mare marked with his owne marke & shee haveing a young mare Coult of a yere ould & vantage as is conceived which followeth this his foresd mare but this coult is marked with John Hoppings mark but he disowneth her & Joseph Osborne have marked this Coult with his owne marke as nere as he can which is an I. on the hinder part of ye nere eare which before by John hoppings marke was a < on ye fore part of the same eare & Joseph Osborne hath marked it with a halfpeny in the hinder part of ye right eare & ye mark of the said Hopping remaineth still in yt eare which is a > on ye fore part of ye same eare: alsoe which mare is Branded now by Joseph Osborne with O I on ye nere shoulder but this mare thus marked is a kind of a dark Iron gray & a kind of a white blase cross ye forehead & if any pson can lay any better claime to it yn ye said Joseph doth hee may have it.

BOOK O, page 42.—The action above mentioned being called over January 7th 1678 betwene John Laughton Atturney for Issack Halsy plt against John Miller defendant & tried

this day at the Towne Cort at Easthampton And ye Constable & Overseers with the assistance of ye Justice haveing seariously considered of ye case & doe find yt ye plt made some reasonable prooffe for ye horse in regard of his associating with the Mare of ye plainties and alsoe in respect of his Naturall Marks but for ye eare mark yt ye plt claymeth ye horse by hee hath Contradicted himselfe therein. And as for ye Defendants eare mark hee hath more yn his mark alsoe, therefore wee refer ye case to ye honored Cort of sessions & for ye Charg of ye towne Cort about this Horse wee Judge yt ye plt & Defendant is to bare it equally betwene them both & ye horse to remaine still as hee is.—(See entry of Nov. 4th, 1678.)

JANUARIE 7th 78.

BOOK O, page 42.—Mr Thomas Backer plt hath entered an action in ye behalfe of Captain Silvester & Mr Backer against Roger Earle Defendant for goods sould by the said Mr Backer unto ye said Roger Earle to ye vallue of 03£ 09s 09 with Cost of suite & alsoe ye forsaid Mr Backer hath entered another action of Debt against Roger Earle Defendant in ye behalfe of himselfe & Mr Terry & Mr Leiveing to ye value of 2£ 13s 08d with Cost of Suite.

JANUARIE ye 7th 1678.

BOOK O, page 42.—Beniamin Conckling plt hath entered an action of Debt against Roger Earle Defendant to ye vallue of foure pound with Cost & Charge of Cort.

EASTHAMPTON Januarie 7th 1678.

BOOK O, page 41.—Mr Henry Peirson of Southampton plt hath entered an action of Debt & Damage to ye vallue of fiftie five shilling with Cost of suite against Roger Earle of Easthampton.

BOOK O, page 41.—Samuell Cooper plt hath entered an action of Tresspas upon ye Case against Willyam hamblton Defendant for marking or apropryating to himselfe a young mare of a yere ould & vantag wch came of a mare marked with John Coops eare mark & branded with Southampton Brand wth Cost & Charge of Suite.

BOOK O, page 43.—Easthampton Janr 7 : 1678 at a Towne Cort Whereas at this Cort divers psons have entered theirs actions of Debt against Roger Earle Who though sumond by ye Constable uppon warrant, yet appearth not, But Capt Josiah Hobart shewing to this Cort a letter of Aturny under ye hand & seale of him ye said Roger Earle impowring him to receive all Debts whatsoever are due unto ye said Roger on any account, This Cort doth suspend or waive ye tryall of ye said actions, it being yt there are severall of ye said Roger his Creditors withall by advice of many of ye neighbors of this Towne present & Consent of this Cort doe all freely acknowledge ye said Capt Hobart to bee ye said Earle his Atturny and further order and conclude yt publication hereof shall bee made and every or any pson to whom the said Earle is indebted shall bring in a Just accompt of what hee is true-ly indebted to them unto ye said Capt Josiah hobart by ye 10th of ye next month: And hee ye said Capt Hobart doth engage to receive ye said accots and yt which is found properly and honestly Due from ye said Earle shall bee sumd up together & whatsoever is due unto him shall alsoe bee knowne and alsoe sumd up together: and every Creditr (Whereof Capt Hobart Saith hee is one) shall receive thereof uppon Just accott evenly & by equall proportion according to ye values or sumes soe found due unto them that is to say every pound or sum to receive alike.

And ye said Attorney is to bee allowed out of ye said goods of ye Said Earle according to reason & Equity. Alsoe it is

Concluded yt what part of any mans debt due from ye said Earle shall remaine still unpaid by the use of this meanes heere prescribed & intended hee ye said Earle shall be liable afterward to bee responsible.

BOOK OF MARKS, 2.—Richard Stretton's house lott haveing bene by severall of the Inhabitants apprehended to bee more then it should have bene according to proportion & upon vew & measureing of it doth appeare so to bee and it is found to bee in all his house lots and additions both of them to bee Two ackers & a halfe and nineteene pole & alsoe William Fithyans land being measured upon the same account & hee have Three ackers & fortie pole upon account more then he should have.

And alsoe Richard Brooks accordingly hath one acker & a halfe more then hee should have according to his proportion.

Alsoe Joshuah Garlick Senr his house lot & addition being Measured & according to account his land is found to bee sixe ackers & Ten pole more then it should bee.

And Richard Shaw his land is found in his house lott & addition to bee five ackers and sixtie pole more then it should bee, being entered Januarie 20th 78.

EASTHAMPTON Januarie 20th 1678.

BOOK O, page 41.—At a Towne meteing it is by the Inhabitants agreed upon yt in reference to this Towns pticular Charges among themselves all horses shall bee valled at six pound a peice to the Towne rates & all horses or mares yt are younger shalbe rated Answerable according to proportion it noe way to Intrench upon the law of the Country in reference to ye rates thereunto belonginge.

BOOK OF MARKS, 7—Abstract.—To all Christian people to

whome these presents shall come John Edwards of the towne of Easthampton in ye East Rideing of Yorksheire on Long Island &c. Know ye that for divers good causes and in consideration of the sum of Twenty pounds secured to be paid by Benjamin Gaylard have sold all that my ten acres of land more or less as it was laid out to me by the said Town lying near a place called the Indian well bounded on the highway which leads to Napeage on the South end and is between the land of William Barnes to the Westward & the land of Nathaniell Bishopp to the Eastward & the Town's land on the Northermost end of it, To have and to hold forever and do warrant. Witness my hand and seal this eighth day of February 1678.

The mark of
JOHN X EDWARDS.

In presence of

Josiah Hobart
Ch. Shawes.

Acknowledged same day
before Thomas Backer
Justice.

Entered and Compared by
THOMAS TALLMAGE
Recorder.

EASTHAMPTON March 13th 1678-79.

LOOSE LEAF 13-29.—Be it knowne vnto all whom it may Conserne yt this present writing Witnesseth an agrement by us whose names are under writen; doe by these presence bind & Ingage our selves to goe a whaleing the next season for Richard Shaw Goodman Garlick John Richeson John Squire Samuell Terrill Phillip Leeke being a Company setting out Two boates wee doe bind & Ingage or selves to each other yt what man or men doth take away his Indyan out of

ye Company to the hinderance of ye desine shall forfeite five pound sterling for the use of the Company: & the Indyans doe bind & Ingage themselves to doe Their faithfull Indeavour dureing ye season for killing of whales and other great fish alsoe to cut out and preserve it accordinge to ye Costome of yt designe: for which Richard Shaw & Company are to allow them halfe share of whale according as Myster James doth and to the true meaning hereof wee have set downe our hands and Seales.

JOHN RICHARDSON.

Witnes

Wombanocum S his mark [L.S.]

Japhet N od Ohis mark [L.S.]

dick ^ his mark [L.S.]

plato his P mark [L.S.]

livewell S his mark [L.S.]

Scanderbag Z his mark [L.S.]

Jambasue 4 his marke. [L.S.]

Witnesseth

John Persons

Daniell Bishopp

Scomake

MARCH the 18: 1678-79.

LOOSE LEAF 3-32.—The above writen order for folding the sheepe is by ye Constable & Overseers to bee of force againe ym whoever taketh ym is to pay 2 shillings every night & sixpence & to secure ym from damage.—(See Mar. 9, 1678.)

EASTHAMPTON March 24 1678-79.

BOOK O, page 43.—Whereas there is different apprehensions concerning ye way of raising pay for a scoole master to Teach Children to write & reade which is soe nedefull

amongst us as well as in other places & therefore for ye deciding of ye same it is by a Major voate agreed uppon yt this towne hath referred ye deternynation of it unto ye Right Honorable Governr and high Cort of Assiseth which way is ye most Just & Equallest to be carried on.

NOTE.—The records of drawings now to be introduced are not dated in the books where they are taken from. Book B is largely in the handwriting of Ben. Price, and the record of drawings in Book A is in the handwriting of Tho. Talmage.

Ben. Price was Recorder for several years between 1651 and 1663, while Thomas Talmage seems to have done most of his recording after 1670, and considerable of Talmage's record is a copy of Price's record with the additions and alterations which followed. For greater accuracy both have been presented in full. The old style of spelling has not been followed in these allotments.

Book B, page 21.—The Records of the allotment of Mr. Thomas Backer, containing a one and twenty acre lot, viz: Home lot and plains with all privileges and appurtenances belonging to such an allotment as followeth:

Imprimis, the home lot with the addition containing twelve acres be it more or less, bounded with the street East, and Thomas Tomson's lot South and the Common West, and William Mulford's East.

Secondly, five acres and an half on the Mill plain, be it more or less, bounded with the highway North & South and Robert Dayton's lot East and the Widow Hand's West.

Thirdly, eleven acres and an half on the East plain, be it more or less, bounded with Robert Parson's lot East and Jeremy Mechem's lot West and the highway North & South.

Fourthly, nine acres and an half of woodland lying Eastward, be it more or less, bounded with the highway North & South and Mr. Bond's lot West and John Hand's lot East.

S. Fifthly, a second home lot containing six acres be it more or less, bounded with the Common North and William Fithin's lot East and the street South and Richard Stratons lot West.

One parcel of meadow being his first division in Accobnock containing two acres be it more or less, bounded with William Barnes' lot on the one side and—

One parcel of meadow being his second division in Accobanocke containing two acres and an half, be it more or less, bounded with William Barnes on the one side and—

One parcel of meadow more in Accobanock Neck, containing three acres, be it more or less, bounded with the woods West and the Creek East and a piece of clear land South and—

One parcel of meadow in the Northwest, containing four acres be it more or less, bounded with William Barnes' lot North, the woods East and the Creek South and the harbor West.

S. One parcel of meadow more in the Northwest containing two acres, be it more or less, bounded with Mr. Mulford's lot on the one side and Stephen Osburne's on the other side.

S. One parcel of meadow more at the Harbor containing two acres be it more or less, bounded on the one side with Mr. Mulford's lot and the Creek on the other.

One parcel of meadow at Napeage containing four acres an half, be it more or less bounded with Stephen Osburne's lot on the one side and Mr. Bond's on the other side.

One parcel of meadow more at Napeage containing one acre be it more or less, bounded with Stephen Osburne East and Mr. Bond's lot North, the Bushy Swamp West and the Sandy hills South.

The three parcels of land, upland & meadow marked with S are sold to Benjamin Conklin with the Town's consent.

BOOK A, page 18½.--The Records of the allotment of Mr. Thomas Backer containing a one and twenty acre lot, viz: Home lot and plains with all privileges and appurtenances belonging to such an allotment as followeth:

Imprimis, the home lot with the addition containing twelve acres more or less, bounded with the street East and Thomas Tomson's lot South and the Common West and William Mulford's lot North.

Secondly, five acres and a half upon the Great Plains, be it more or less, bounded by the highways South & North, and Roberd Dayton's lot East and John Hand's land West.

Thirdly, eleven acres and a half on the East plains more or less, bounded with Roberd Parson's lot East and Jeremiah Meachem's lot West and the highways North and South.

Fourthly, nine acres and a half of woodland lying Eastward, more or less, bounded with the highways North and South and Mr Bond's land West and Roberd Daiton's land East.

S. Fifthly, a second home lot containing six acres, be it more or less, bounded with the Common North and Willyam Fithyan's lot East and the street South and Richard Stretton's lot West.

One parcel of meadow being his first division is Accobonock being two acres more or less, bounded with Willyam Barnes on the one side and—

One parcel of meadow being his second division in Accobonock, containing two acres and a half more or less, bounded by Willyam Barnes on the side and—

One parcel of meadow in Accobonock neck containing three acres more or less bounded with the woods Westward and the Creek East and a piece of clear land South.

One parcel of meadow in the Norwest being four acres more or less bounded by Willyam Barnes' lot North, the Woods East and the Creek South and the Harbor West.

S. One parcel more in the Norwest containing two acres more or less, bounded on the one side by Mr. Mulford's lot & Steven Osburnes on the other side.

S. Also one parcel of meadow more at the Harbor being two acres more or less, bounded on the one side by Mr. Mulford's lot & the Creek on the other side.

And one parcel of meadow at Napeage containing four acres & a half more or less, bounded by Steven Osburne's lot on the one side and Mr. Bond's lot on the other side.

Also one parcel of meadow more at Napeage being one acre, more or less, bounded by Steven Osburne's land East and Mr. Bond's lot North and the Bushy Swamp West and the Sand Hills South.

Also three acres of woodland added to his addition which is part of a third division of land bounded by Willyam Mulford Norward and Thomas Tomson's land Southward and the Common Westward.

And three acres more by his own land upon the East plains, bounded by the highway South and by Mr. James his land West, the Hook Pond North and some Common land East.

Also ten acres in Georgica neck more or less bounded by Thomas Talmage Westward & the Cove or Pond Southward & Richard Brooks East and the highway that goeth to Thomas Talmage & William Mulford's land Norward.

Also five acres more in the same neck bounded by the highway Southward & Steven Hedges' land Westward & the Common Norward and Eastward.

BOOK A, page 19.—The three parcels of land, upland and meadow marked with S are sold to Benjamin Coukling with the Town's consent.

Also one parcel of land more being part of a fourth division of land lying in the woods Eastward above some part of

the Indian well plains containing Thirty-two acres and a half more or less bounded South by the aforesaid plain that at present lieth common, & West by William Edwards his land, and North by the common woodland & East also by some common woodland.

Also one parcel of land more being part of a fourth division lieing towards the Northeast part of the Town containing Three acres and a hundred and ten pole more or less, bounded Westward by Thomas Osburne Junior his land, and Norward by the highway that goeth to Accobonock and Eastward by John Wheeler's land & Southward by the North end of Phillip Leeke his land.

Also one parcel of land that was given by the Town unto Mr. Thomas Backer, his heirs or assigns forever containing twelve acres more or less lying near some part of the Northwest woodland plain at a place known by some, where the trees were felled for the horse mill, which land is laid out and bounded by the present commons round about; whereas in this grant last above mentioned to Mr. Backer there is mention of Twelve acres more or less, the word "more or less" is to be void and the grant by the Town is only Twelve acres.

And also one parcel of land more granted unto the afore-Mr. Thomas Backer as being part of a fifth division of land containing Fifteen acres and a half more or less, lying Norward of the Newtown lots toward the Harbor and bounded by the common land Eastward & Norward & Southward by the highway that parteth the new lots and this land, and Westward by Mr. Thomas Chatfeild's land.

And one parcel of land more being part of a fifth division of land lying in the Westward side of some part of the Three Mile Harbor and containing six acres more or less and bounded Eastward by the Harbor and Norward by John Miller and Westward & Southward by the Common, and also another

parcel of land being part of the same division lying a little distance from the forementioned land containing seven acres & twenty pole, more or less, and bounded Eastward by the Three Mile Harbor over against the narrow beach and Southward by Mr. Thomas Chatfield & Westward & Norward by the Common.

BOOK A, page 43½.—The Records of the Allotment of William Barnes, given and by the Town of Easthampton to him, his heirs or assigns forever, containing a Thirteen acre lot, viz: home lot and plains with all privileges and appurtenances belonging to such an allotment as followeth:

Imprimis, the home lot and addition containing Eight acres be it more or less bounded by the street West and Nathaniell Bishop's lot North, the swamp or piece of meadow East and Samuel Parsons his lot South.

Secondly, one parcel of land in the Eastern plain containing five acres be it more or less, bounded by Nathaniell Bishop's land East the highway & beach South, William Edward's land West and the highway North.

Thirdly, one parcel of land more in the Eastern plain containing five acres be it more or less, bounded with John Stretton's land East, the highway and beach South and Samuel Parsons' his lot West, and the highway North.

Fourthly, one parcel of woodland by the Eastern plain being a second division containing six acres and a half be it more or less, bounded by the highways North & South, Willyam Fithians land East and a parcel of land that did formerly belong to Benjamin Price but now in the possession of Steven Hedges West.

Fifthly, one parcel of land more known by the name of the second home lots, containing six acres be it more or less, bounded by a parcel of land that now is in the possession of Abraham Hawkes East, & the present Common North and a

parcel of land formerly in the hands of Mr. Thomas Backer, but now in the possession of Jacobus Scallenger West, and the street South: this lot now mentioned was formerly in the possession of Willyam Fithyan and the land that Abraham Hawkes now have was formerly Willyam Barnes his land, which lots Willyam Barnes and Abraham exchanged one with another.

Sixthly, one parcel of meadow at Accobonock being his first division containing one acre and a half and twenty pole more or less bounded by the beach on the one side and Mr. Backer on the other side.

Seventhly, one parcel of meadow more at Accobonock being a second division containing one acre and a half and twenty pole bounded by Mr. Backer on the one side and Thomas Osburne Senr on the other side.

Eighthly, one parcel of meadow at Accobonock being near unto the Springs, containing one acre and a half and twenty pole, bounded by Willyam Mulford's meadow West and the Springs and the head of the Creek East.

And one parcel of meadow at the Norwest containing Two acres more or less, bounded by Mr. Backer towards the Southwest and the woods toward the Noreast.

Also one parcel toward Anmaganset being part of his proportion of waste meadow containing about two acres more or less by the woods and beach bounded round about.

Page 44.—Also one parcel of land upon the Eastern plain being part of a third division containing nine acres and a quarter more or less bounded by John Edwards his land on the East side and the highway and beach South and the highway West and North, part of which land he had of John Stretton in exchange for land at Waynscut.

Also one parcel of land more on the Eastern plain containing near an acre more or less the which land he had of John

Stretton for exchange of land at Waynscut, and bounded by his own land on the West side and John Stretton on the East side and North by the highway and the highway and beach South.

Also one parcel of land more as being part of a third division being added and joining to his home addition land, containing about two acres more or less bounded Eastward by the swamp, Norward by Nathaniell Bishops' land and Southward by Samuell Parsons' land.

Also one parcel of meadow at Napeake being part of his proportion of waste meadow containing about one acre more or less bounded by Nathaniell Domynies' land East and Samuell Parsons' his land West.

BOOK B, page 10.—The Records of the land of Nathaniell Bishop granted by the Town of Easthampton to him and his heirs forever, containing thirteen acres of upland viz: home lot and plains with all privileges and appurtenances belonging to such an allotment as followeth:

Imprimis, the home lot and addition containing fifteen acres be it more or less bounded with the street West and William Barnes' home lot South and the Swamp East and Thomas Squiers' lot North.

Secondly, one parcel of land on the East plain containing five acres be it more or less, bounded with John Straton's lot West and the beach South and Nathan Birdsall lot East and the highway North.

Thirdly, one parcel of land on the East plain containing four acres be it more or less, bounded with William Barnes' lot West and the beach South and Thomas Osburne junior lot East and the highway North.

Fourthly, one parcel of woodland Eastward of the Town containing six acres and an half be it more or less bounded—

One parcel of meadow in Accobanock being his first divi-

sion containing one acre and forty eight pole be it more or less bounded with William Fithin on the one side and the Widow Hand's on the other.

One parcel of meadow more in Accobanock being his second division containing one acre and half be it more or less bounded with William Fithin on the one side and the Widow Hand on the other side.

One parcel of meadow more in the first division containing one acre and an half be it more or less, bounded with Thomas Talmage on the one side and John Osburne on the other.

One parcel of meadow in Accobanocke neck containing one acre and half be it more or less bounded with William Fithin on the one side and the Widow Hand on the other.

One parcel of meadow more in the Norwest meadow containing two acres and an half and sixteen pole be it more or less, bounded with William Fithin on the one side and the Widow Hand on the other.

Book A, page 35½.—The Records of the allotment of Nathaniell Bishop granted by the Town of East-Hampton, to him, his heirs or assigns forever, containing a thirteen acre lot, viz: home lot and plains with all privileges and appurtenances belonging to such an allotment as followeth:

Inprimis, the home lot and addition containing fifteen acres more or less bounded by the Street West, William Barnes' home lot South and the Swamp East and Thomas Squires lot North, part of which land was in stead of a second home lot.

Secondly, one parcel of land on the Eastern plain containing five acres more or less, bounded by John Stretton's lot West and Nathan Birdsill's lot East and the highways South and North.

Thirdly, one parcel of land more upon the Eastern plain

containing four acres more or less by William Barnes lot West and Thomas Osburne's Junr lot East and the highway North and South.

One parcel of meadow in Accobonock being his first division containing one acre and forty eight pole more or less, bounded by William Fithian on the one side and John Hand on the other side.

One parcel of meadow more in Accobonok being his second division containing one acre and a half more or less, bounded by William Fithian on the one side and John Hand on the other side.

One parcel of meadow in Accobonok neck being one acre and a half more or less, bounded by William Fithian on the one side and John Hand on the other side.

One parcel of meadow in the Northwest meadow containing two acres and a half and sixteen pole be it more or less bounded by John Hand on the one side and William Fithian on the other side.

One parcel more of meadow in Accobonock in the first division which he had as part of his proportion of waste meadow, containing one acre and a half be it more or less, bounded by Thomas Talmage on the one side and John Osburne on the other side.

And one parcel of woodland Eastward of the Town being a second division of land containing six acres and a half be it more or less, bounded by the highway South, and the highway and present Common North and a parcel of land that formerly did belong to Andrew Myller and now in the possession of Benjamin Concklinge East and

One parcel of land more Eastward of the Town within the fence containing eleven acres more or less, bounded by Samuel Mulford on one side and Richard Shaw and the highway West, the Common and highway North & the plain South.

One piece of land at Alewife brook containing eight acres

more or less bounded by Samuell Mullford North & the Bay Westward & the Common East & South.

EASTHAMPTON May the 16, 1688.

Nathaniell Bishopp & John Hopping hath changed some meadow one with another & the meadow that Nathaniell Bishopp is to have of John Hopping is in Accobonock great meadow the first & 2 division, one division it containeth one acre & three quarters more or less, bounded by Richard Stretton on one side and William Fithian on the other side; the other division is one acre and three quarters more or less, bounded by Richard Stretton on the one side and William Fithian on the other side.

EASTHAMPTON August the eighth 1688.

BOOK A, page 36.—John Chatfeild & Nathaniell Bishopp have exchanged some meadow one with another & the meadow that the said Nathaniell Bishopp hath of John Chatfeild is at Napeake & it lieth in two pieces, one parcel of it is bounded Westward by Roberd Dayton & Norward by James Dyament & Eastward by Benjamin Osborne & Southward by the Sand Hills. Also the other parcel of meadow is toward the farther end of Napeake & it is bounded Westward by Benjamin Osborne & bounded every other way by the Sand Hills.

BOOK B, page 28.—The Records of the allotment of Nathan Birdsall granted by the Town of Easthampton to him and his heirs for ever, containing a thirteen acre lot with all privileges and appurtenances belonging to such an allotment as followeth :

Imprimis, the home lot and addition containing ten acres be it more or less, bounded with the street West and Samuell

Parsons' lot North and the Swamp East and ———— lot South.

Secondly, one parcel of land in the old East plain containing six acres be it more or less, bounded with the highway North & South, and Joshua Garlicke's lot West & William Fithin's lot East.

Thirdly, one parcel of land on the East plain containing five acres be it more or less bounded with the highway North & South and Nathaniell Bishop West and William Barnes' lot East.

Fourthly, six acres and an half of woodland Eastward be it more or less, bounded with the highway North and South, and Thomas Chatfield's lot West and Robert Dayton's lot East.

Fifthly, a second home lot containing six acres be it more or less bounded with the street North & Mr. James lot West and John Miller's lot East and—

One parcel of meadow being his first division in Accobanock containing one acre and an half, be it more or less, bounded with Mr. Bond's lot on the one side and Richard Brooke's lot on the other side.

One parcel of meadow more being his second division in Accobanock containing one acre and an half be it more or less bounded with Mr. Bond's lot on the one side and Richard Brooke's lot on the other side.

One parcel of meadow in Accobanock neck containing two acres be it more or less, bounded with Mr. Bond's lot on the one side and Richard Brookes' lot on the other side.

One parcel of meadow in the North-west meadow containing two acres be it more or less bounded with Mr. Bond's lot on the one side and Richard Brookes' lot on the other side.

One parcel of meadow more in the Northwest containing two acres be it more or less bounded with Mr. Bond's lot on the one side and Joshua Garlicke's lot on the other side.

BOOK B, page 18.—The Records of the Allotment of Mr. Robert Bond granted to him by the Town of Easthampton to him and his heirs forever containing twenty acre lot, viz: home lot and plains with all privileges & appurtenances belonging to such an allotment as followeth :

Imprimis, the home lot & addition containing eleven acres be it more or less, bounded with the street East, Thomas Talmag lot South & the Common West & Mr. John Mulford's lot North.

Secondly, one parcel of land on the little plain containing four acres be it more or less bounded with Thomas Tomsons lot North, the little pond East Thomas Osburne senior South and the highway West.

Thirdly, one parcel of land on the mill plain containing four acres & an half be it more or less bounded with the highway North & South and Stephen Hand's lot East and Thomas Tomsons' lot West.

Fourthly one parcel of land within the mill gate containing three acres be it more or less bounded with the highway North & South and Thomas Talmage lot West.

Fifthly, one parcel of land on the East plain containing six acres be it more or less bounded with the highway North & South and Thomas Tomsons' lot West & William Edwards' lot East.

Sixthly, one parcel of woodland Easterly from the Town, containing nine acres be it more or less, bounded with the highway North & South & Mr. Backer's lot East and William Mulford's lot West.

Seventhly, a second home lot containing six acres be it more or less bounded with the Common North and Mr. Mulford's lot East, the Street South and Benjamin Price lot West.

One parcel of meadow being his first division in Accobanocke containing two acres be it more or less, bounded with

Thomas Talmage lot on the one side and Nathan Birdsall on the other side.

One parcel of meadow more, being his second division in Accobanock containing two acres be it more or less, bounded with Thomas Talmage on the one side and Nathan Birdsall's lot on the other.

One parcel of meadow more in Accobanocke neck containing two acres be it more or less bounded with Thomas Talmage's lot on the one side and Nathan Birdsall's on the other.

One parcel of meadow in the Norwest meadow containing four acres be it more or less bounded with Thomas Talmage's lot on the one side and Nathan Birdsall's on the other.

Also all the meadow at Aliffe Brook belongs to Mr. Robert Bond & Mr. John Mulford.

One parcel of meadow more on the East side of the Northwest meadow containing two acres be it more or less, bounded with Nathan Birdsall's lot on the one side and William Mulford's on the other side.

One parcel of meadow at Napeage containing four acres and a half be it more or less bounded with Mr. Backer's lot East & the widow Hand's lot West.

Page 19.—One parcel of meadow more at Napeage containing one acre be it more or less bounded with William Edwards' lot East, Mr. Backer's lot South and a cat-tailed Swamp West and sandy hills North.

BOOK A, page 12 $\frac{1}{2}$.—The Records of the Allotment of Mr. Robert Bond granted by the Town of Easthampton to him, his heirs and assigns forever, containing a twenty acre lot viz: home lot and plains with all privileges and appurtenances belonging to such an allotment as followeth:

Imprimis, the home lot and addition containing eleven acres be it more or less bounded with the street East, Thomas

Talmage his lot South & the Common West & Mr. John Mulford's lot North.

Secondly, one parcel of land on the little plain containing four acres more or less, bounded with Thomas Tomson's land Northeast & the little pond Southeast, Thomas Osborn Senr. Southward and the highway Westward.

Thirdly, one parcel of land on the great plain containing four acres and a half more or less, bounded with the highways North and South and Steven Hand's lot East & Thomas Tomson's lot West.

Fifthly, one parcel of land on the Eastern plain containing nine acres more or less lying at the two mile hollow, bounded with the highways South & North, Thomas Tomsons' lot West & Wilyam Edwards' land East.

Also one parcel of woodland by the great plain containing three acres more or less bounded with the highways South & North and Richard Brooke's his land East and :—

And one parcel of woodland near the Eastern plain containing nine acres more or less bounded with the highways North & South, Mr. Backer's land East & Willyam Mulford's land West.

Also one parcel of land known by the second home lots, six acres more or less bounded by the present Common North, Mr. Mulford's land East, the Street South & Benyamyn Price his lot West.

One parcel of meadow being his first division at Accobonuk, being two acres more or less bounded by Thomas Talmage his land on the one side and Nathan Burdsill on the other side.

And one parcel more being his second division in Accobonuk containing two acres more or less bounded by Thomas Talmage on the one side and Nathan Burdsill on the other side.

Also one parcel more in Accobonuk neck of two acres more or less, bounded with Thomas Talmage on the one side and Nathan Birdsill on the other side.

And one parcel more in the Norwest meadow being four acres more or less bounded by Tho. Talmage on the one side and Nathan Burdsill on the other.

Also one parcel more at the Eastern part of the Norwest meadow being known by the name of waste meadow, being two acres more or less bounded by Nathan Burdsill on the one side and Willyam Mulford on the other.

And all the meadow at Alewife brook belongeth to Mr. Bond & Mr. John Mulford.

Also one parcel of meadow at Napeake being four acres and a half more or less bounded by Mr. Backer's land East and John Hand's land West.

And one parcel of meadow more at Napeake being one acre more or less bounded by Willyam Edwards' lot East, Mr. Backer's lot South & a Cat-tailed Swamp West & the sand hills North.

Book B, page 27.—The Records of the allotment of Richard Brookes granted unto him and his heirs forever by the Town of Easthampton, containing a thirteen acre lot with all privileges and appurtenances belonging to such an allotment as followeth :

Imprimis the home lot with the addition containing nine acres be it more or less bounded with Joshua Garlick's home lot North and the street East and William Fitlin's home lot South, and the Common West.

Secondly, one parcel of land on the little plain containing three acres and an half be it more or less bounded with the highway North, South & West and Thomas Chatfield's lot East.

Thirdly, one parcel of land on the old East plain contain-

ing four acres and an half be it more or less bounded with the highway North and South and William Edwards' lot East and Nathan Birdsall West.

Fourthly, one parcel of land on the East plain containing four acres and an half be it more or less bounded with the highway North & South and Benjamin Price's lot West and John Parson's lot East.

Fifthly, one parcel of woodland within the mill gate containing six acres and an half be it more or less bounded with the highway North and South and John Hand's lot West and William Edward's lot East.

Sixthly, a second home lot containing six acres be it more or less, bounded with the street North and Roger Smithes lot East, the Common South and the highway West.

One parcel of meadow being his first division in Accobanock containing one acre and an half be it more or less bounded with Mr. Mulford's lot on the one side and Nathan Bird-sall's on the other side.

One parcel of meadow more in Accobanocke being his second division containing one acre and an half be it more or less, boundèd with Nathan Birdsall's lot on the one side and the Creek on the other side.

One parcel of meadow more in Accobanock neck containing two acres be it more or less bounded with Mr. Mulford's lot on the one side and Nathan Birdsalls' lot on the other side.

All the meadow from William Mulford's lot at the fire-place to the harbor's mouth being given to Richard Brookes and Jeremy Meachem they having divided it the half next the sea is Richard Brookes—But since they have agreed that Rich. Brookes shall have all that meadow and Goodman Meachem to have Richard Brookes little lot for it.

One parcel of meadow more in the Northwest meadow containing two acres, be it more or less, bounded with Mr.

Mulford's lot on the one side and Nathan Birdsall's on the other side.

BOOK A, page 34.—The Records of the allotment of Richard Brooks granted by the Town of Easthampton to him, his heirs or assigns for ever, containing a thirteen acre lot with all privileges and appurtenances belonging to such an allotment as followeth :

Imprimis, the home lot & addition containing nine acres more or less, bounded by Joshua Garlick's land North and the street East and William Fithian's lot South and the Common West.

And one parcel of land upon the old Eastern plain containing four acres and a half more or less, bounded by the highway North & South, and Nathan Birdsill's lot West and William Edwards' land East.

Also one parcel more upon the Eastern plain containing four acres and a half more or less, bounded by the highway North and South and Benjamin Price's lot West and John Parsons' lot East.

One parcel of meadow in the first division at Accobonock containing one acre and a half more or less, bounded by Mr. Mulford on the one side and Nathan Birdsill on the other side.

One parcel more of meadow at Accobonock in the second division and bounded by Nathan Birdsill's lot on the one side and the creek on the other side, which meadow is an acre & a half more or less.

One parcel more of meadow in Accobonock neck, containing two acres be it more or less bounded by Mr John Mulford's land on the one side and Nathan Birdsill on the other side.

And all the meadow from William Mulford's meadow that s at the Fireplace in Accobonock neck, to Accobonock har-

bor mouth, or the beach that is Eastward of the Creek that runneth into the neck, all that meadow is granted to Richard Brooks & Jeremyah Meachem by the Town as part of their proportions of waste meadow, and since this meadow was granted to these two men the said Richard Brooks by consent and agreement of Jeremyah Meachem is to have all the meadow upon the beach aforesaid, in exchange for a small parcel of land that Jeremyah Meachem have received of Richard Brooks known by the name of the little lots.

One parcel more at the Norwest meadow containing two acres more or less bounded by Mr. John Mulford's lot on the one side & Nathan Birdsill on the other side.

Book B, page 2.—The Records of the allotment of Thomas Chatfield granted by the Town of Easthampton to him and his heirs forever, containing one and twenty acres of upland viz: home lot and plains with all privileges and appurtenances belonging to such an allotment as followeth:

Imprimis, the home lot with the addition containing eleven acres and an half of land be it more or less bounded on the West with the street and on the North with Robert Daytons home lot and on the East with Hook Pond and on the South with Mr. Lion Gardiner's home lot.

Secondly one parcel of land on the little plain containing three acres be it more or less, bounded with the beach South and Richard Brooke's lot West, the highway North and Thomas Osborne Senior's lot East—This lot he hath exchanged with Tho Osborne Senior, as may appear on record.

Thirdly, one parcel of land in the field formerly called the great plain, containing six acres be it more or less bounded with the Beach South and with Mr. John Mulford's lot West, and the highway North and Thomas Osborne senior's lot East.

Fourthly, one parcel of land on the Eastern plain, contain-

ing nine acres be it more or less, bounded with the beach South and Thomas Talmage's lot West and the highway North and Robert Dayton's lot East.

Thomas Chatfield having changed his first division of meadow in Accobanock with Mr. Lion Gardiner for his second division there and so hath laid his first and second division together containing five acres be it more or less bounded with Mr. James on the one side and — — — — — on the other.

One parcel of meadow more in Accobanocke neck, containing two acres be it more or less bounded with Mr. Gardiner's on the one side and Robert Parsons on the other.

One parcel of meadow more at the Norwest containing four acres and thirty two pole, be it more or less, bounded with Mr. Gardiner on one side and John Parsons on the other.

Page 3.—One parcel of wood-land containing ten acres and an half lying Easterly from the Town, be it more or less bounded with the highway South and the widow Hand's lot West and the highway North and Nathan Birnsall's lot East.

Item—a second home lot containing six acres be it more or less, bounded with the street West & the Common North & East and Jeremiah Conklin's home lot South.

One parcel of meadow more at the head of the swamp, bounded with the swamp South and the rear of the home lots West and his own lot North and the sandy woodland point East.

Book B, page 26.—The Records of the allotment of Mr. Tho. Chatfield—

One parcel of land in the great plains which he bought of Tho. Osborne senior, containing four acres and a quarter be it more or less, bounded with the highway North & South and Will. Fithean's lot East & his own lot West.

Secondly, one parcel of meadow in the swamp which he bought of Rob Dayton containing five acres be it more or less bounded with the woods on both sides and the swamp at the end.

Thirdly, one second home lot containing six acres be it more or less bounded with the woods Northeast and the highway Northwest and Jeremy Concklins Southwest and the swamp Southeast.

Fourthly, one acre and a half be it more or less given him in lieu of his part of the little lots by Hook Pond, bounded with the new division of land laid out to him to Northeast and his six acre lot to the Louthwest.—(Crossed in original.)

Fourthly, one acre and a half of land be it more or less, given him in lieu of the little lots at the end of Hook Pond, bounded with the woods Northeast, and his new division of land Southeast.

Fifth—a new division of land containing twenty-one acres be it more or less, lying to his own land on the one side, and Isack Hedges lot that he bought of John Miller there to the South, and John Miller's new division of land East & to the woods North.

Book A, page 31½.—The Records of the Allotment of Thomas Chatfeild granted by the Town of Easthampton to him, his heirs or assigns forever, containing a one and twenty acre lot viz. home lot and plains with all privileges and appurtenances belonging to such an allotment as followeth :

Imprimis, the home lot and the addition containing Eleven acres and a half be it more or less, bounded by the street West and Roberd Daytons home lot North and East by the Hook Pond and Mr. Lyon Gardiners home lot South.

Secondly, one parcel of land upon the great plain containing ten acres be it more or less, part of which land he had of

Thomas Osburne Senir in exchange for land in the little plain, and being thus bounded by the highways South and North and Mr. John Mulford's lot West and Willyam Fithian's land East.

Thirdly, one parcel of land on the Eastern plain containing nine acres be it more or less, bounded with the highways North and South, Thomas Talmage his lot West and Roberd Dayton's land East.

Fourthly, one parcel of woodland by the Eastern plain being a second division of land containiing ten acres and a half, more or less, bounded by the highways North and South and John Hand's land West and Nathan Birdsill's lot East.

One parcel of meadow at Accobonock in the second division containing five acres more or less, part of which he had of Mr. Lyon Gardiner in way of exchange for his first division, and bounded by Mr. Thomas James on the one side and Richard Shaw on the other side.

One parcel more of meadow in Accobonok neck containing two acres and a quarter more or less bounded by Mr. Lyon Gardiner on the one side and Roberd Parsons on the other side.

One parcel more of meadow at the Norwest containing four acres and thirty-two pole more or less bounded by Mr. Lyon Gardiner on the one side and Roberd Parsons on the other side.

Also one parcel of land more being a second home lot containing six acres more or less, bounded Southward by some land that is now in the hands of Enoek Fithyan being his home lot & Westward by the street and Norward by the highway or common land that turneth toward the Eastern plain of which land the said Thomas Chatfeild have made over & sold unto Arther Cressie one acre and a quarter more

or less, which land lieth on the Norward part along by the highway or common land abovementioned.

Also one parcel of meadow being Eastward near the Town which he had of Goodman Dayton for exchange of meadow at the rear end of his home addition land, bounded Eastward by some of his own land that is low land that was granted formerly to him upon other divisions, and Southward by the Swamp and Westward by some part of Thomas Edwards' addition land and by the end of Goodman Conkling's land and across the end of Enock Fithyans home lot and across by some part of his own six acre home lot and Norward.

Page 32.—And also one parcel of upland being Eastward near the Town, containing two and twenty acres and a half in the whole more or less, one acre and a half of it was to answer the Hook Pond little lots, and the rest of it is his proportion of the third division of land that was laid out, and bounded Westward by his own meadow last mentioned and part of it is bounded Southward by the Swamp as the meadow is last mentioned, and bounded Eastward by a highway that goeth to the plain along by the widow Hedges as far as her house, and then the highway runneth through his land Norward into the Common, and the other part of this land lieth on the other side of the highway and bounded Southward by the widow Hedges' land and Eastward by John Myller's land and Norward by the highway.

And also one parcel of land more being part of a fourth division of land lying on the Norward side of the highway that goeth to Accobonock containing three acres and three quarters more or less, bounded by Mr. John Mulford's land Eastward and the present Common Norward and Thomas Osborne senior, his land Westward and the highway abovementioned Southward.

Also one parcel of land more as part of a fourth division

lying upon the woodland Norwest plain containing in the whole thirty-five acres there-about more or less.

Also one parcel of land being part of a fifth division lying about the rear of Jon. Squier's house lot, containing three acres and twenty rods more or less.

Book A, page 84½.—The Records of the land belonging to John Chatfeild which was given to him by his father Thomas Chatfeild, as by his last will and testament may appear and it being proved in Court.

His land that his house is upon being sixteen acres more or less and bounded by John Millor Senior, his land, Eastward and Southward by some land that did belong to Isaack Hedges deceased and Norward and Westward by the highways.

2ly one parcel of land more that is meadow ground and swampy upland and bounded by the highway that goeth into the plain Eastward to the end of a ditch being the Eastward corner and bounded Southward by a swamp that is not yet laid out and Westward by Thomas Edwards land and Cornelius Conkling & Enock Fithian and also a piece of upland that lieth between Enock Fithian and Arther Cressie and the street butting Westward against it and Norward by the Com-or watering place.

3rdly. One piece of land more near to a place called Lillie Hill, containiug about three acres and three quarters more or less, on the Norward side of the highway that goeth to Accobonock and bounded Eastward by some land of Mr. Scallengers formerly belonging to Mr. John Mulford and the present Common Norward and Westward by a parcel of land of Arther Cressie, formerly in the possession of Thomas Osborne Senior, deceased, and the highway Southward.

4thly. One piece of land more on the Eastern plain being

nine acres more or less, bounded by Thomas Tallmage Westward & Roberd Daiton on the Eastward and the highway Norward and the highway and beach Southward.

5thly. Also one piece of land more being a second division and it is by the Eastern Plain and containeth ten acres and a half more or less, bounded by some land that now is in the hands of Arther Cressie formerly possessed by John Hand West & Nathan Burdsill's land Eastward and the highway South.

6thly. One piece of land more that joineth to the land last above mentioned, being part of a fifth division and it containeth fifteen acres more or less, bounded by Roberd Daitons' land Eastward and Josiah Hobbard West and the highway and Common Norward and the land last above mentioned Southward.

7thly. One piece of meadow in Accobonock neck which is about two acres and a quarter, more or less, bounded by Lion Gardiner on the one side and Robard Parsons on the other side.

8thly. And one piece of land that is meadow at Accobonock being the second division in the great meadow, being five acres more or less bounded by Richard Shaw on the one side and Mr. Thomas James on the other side.

9thly. Also his father hath given him all the share of meadow that he hath at Napeake and half his interest that he hath in Commonage both at home and at Muntaucut.

John Chatfeild and Arther Cressie have exchanged a parcel of land one with another and the land that John Chatfeild hath of Arther Cressie is by the Two Mile Hollow and it containeth four acres more or less and bounded by some land of John Chatfeild's Eastward and Southward by the highway and Westward by some land belonging to Arther Cressie, but formerly in the hands and possession of John Hand, which

said land the said Arther Cresie hath firmly made over unto the said John Chatfeild his heirs and assigns forever.

BOOK B, page 25.—The Records of Beniamine Concklin's land which he bought of Mr. Thomas Backer, to him and his heirs forever.

Imprimis, a home lot containing six acres be it more or less, bounded with the Common North and William Fithins' lot East and the street South and Richard Streton's lot West.

One parcel of meadow in the Northwest meadow, containing two acres be it more or less, bounded with Mr. Mulford's lot on the one side and Stephen Osburnes' on the other side.

One parcel of meadow more at the Harbor containing two acres be it more or less bounded with Mr. Mulford's lot on the one side and the Creek on the other side.

One parcel of plain land on the old East Plain, bought of Joseph Hand, containing five acres be it more or less, bounded with the highway North and Samuell Parsons' lot East, the beach South and William Edwards' lot West.—(Crossed out.)

One parcel of meadow at the harbor containing two acres be it more or less, bounded with Thomas Squiers' lot on the one side and William Mulford's lot on the other side.

One parcel of meadow more at the Harbor containing two acres be it more or less, bounded with Mr. Mulford's lot on the other side.

One parcel of meadow more at the harbor containing one acre be it more or less, bounded with the water and half an acre that the said Beniamine Concklin bought of Mr. Backer.

One parcel of land containing eight acres which he bought of Samuell Parsons and John Persons, be it more or less, bounded with Goo Cartlans' lot East, and with the beach South and Rich. Shaw's West and the Common North.

One acre at the end of Hook Pond, be it more or less

bounded with Jeremy Mecham's lot East and Georg Millers West.

Book B, page 69.—The Records of Beniamen Conckling bought of Mr. James Scellinger for him and his heirs forever.

One parcel of land lying in the woods containing ten acres be the same more or be it less, bounded with land of John Stretton formerly Jeremiah Meachams' East, the highway South Nathaniell Bushup's land West and the Common North.

Book A, page 61½.—The Records of the land of Beniamyn Concklinge, belonging to him, his heirs or assigns forever, which he had freely given and granted to him from several particular persons with some exchanges made all which hereafter followeth :

Imprimis, his home lot which is a second home lot containing six acres more or less, bounded by the street South, John Parsons' home lot Eastward and a parcel of land belonging at present and is the home lot of Joseph Osborne Westward, and Norward by some land that was and did formerly belong unto Phillip Leeke, which said six aeres of his being now his home lot did belong unto William Mulford formerly and being by him made over unto the Widow Myller, wife of George Myller deceased, in exchange for three acres more or less that formerly was Mr. James his land upon the great plain, and which home lot above mentioned was freely given and granted by the foresaid widow Myller unto Benjamyn Conckling her brother and to his heirs or assigns forever, but since this gift was as aforesaid the aforesaid Benyamyn for some considerations moving him thereto have promised the widow his sister, that he will hereafter give unto some one or other of her sons three acres of land elsewhere.

2ly. One parcel of land more being at the rear end of John Parsons and his own home lot which also is bounded by the highway Eastward and Norward by some land that did or does belong to Renock Garrison and Westward by Joseph Osborne's land and containeth eight acres more or less, which said land being thus bounded he procured of Phillip Leeke in exchange for six acres more or less in one place joining to Samuell Parsons on the one side and John Stretton's senior, on the other side and the highway that goeth toward Napeake Southward and also four acres more in the woods near the plain that sometimes did belong to Mr. John Mulford Senior, and bounded by John Stretton's land Westward and the highway Southward and some land that formerly was in the hands of Jeremyah Conkling now in the possession of John Stretton Eastward and the aforesaid six acres the said Beniamyne Conkling had granted to him by the Town.

3ly, One parcel of land that he had of Samuell Parsons in the Eastern plain containing five acres more or less bounded by John Parsons on the West and land that did belong to John Kirtland but now in the possession of Bezaliell Osborne East and the highway or present Common North and the highway and beach South this land having been formerly made over unto Ben. Conekling by Samuell Parsons in exchange for five acres of land upon the old East plain which land the said Benjamin formerly bought of Joseph Hand and the five acres which the said Benjamine had of Samuell Parsons, he the said Benyamyn had formerly sold unto Jacobus Scallenger, and the land above mentioned that did belong to John Parsons on the West was formerly sold by John Parsons unto Benjamin Conekling & sold by the said Benjamin unto Jacobus Scallenger it being three acres more or less and bounded by Richard Shaw West.

Page 62.—Also one parcel of meadow in Accobonock neck

containing three acres more or less bounded by Richard Brooks on the one side and Samuëll Parsons on the other, which parcel of meadow was given unto him by his father-in-law Mr. John Mulford and Jeremyah Conckling his brother.

And one parcel of meadow given unto him by his uncle Wiliam Mulfurd being at the Norwest which parcel of meadow doth belong unto Thomas Dyament and Thomas Osborne Junr and the said Wiliam Mulford to be equally divided between them and the said Wilyam Mulford has fully given his part of that meadow unto Ben. Conckling.

Page 62½.—Also one parcel of land more belonging unto the aforesaid Beniamyn Conckling which he bought of Jacobus Scallenger as by a bill of sale more fully may appear, and containeth ten acres more or less of woodland Eastward of the Town belonging to the Eastern plain, and bounded by land of John Stretton's that formerly was Jeremyah Meachems' East, and West by Nathaniell Bishop's land and the highway South and the present Common North.—(Bill of sale on this page, dated May 23, 1678.)

Also one parcel of land more at Wainscott measured and staked out to the abovesaid Benjamin Conckling, in all ten acres, be it more or less, the same being his part of a sixth division of land, and is bounded to the Southward by land of Nathaniell Talmage of said division, and Westwardly by the highway that goes by John Brook's lot, and Northward by land that Joseph Stretton pretends right to, and Common land, and Goose Creeck toward the Northeast.—(Cornelius Conckling's allotment comes under date of Dec. 11, 1715,—Book A, page 26-28.)

Book A, page 67.—The Record of land laid out to Eliakine Conckling by virtue of the allotment that descended to him by his father Benjamin Conckling, deceased, viz. one acre and

a quarter of swampy ground being his part of the eighth division being bounded to the North Westward by his lot of meadow on the East side of great Northwest, and Southeastward by the present Common the whole breadth of said lot as it is laid out, more or less.

BOOK A, page 78½.—Jeremyah Conkling one parcel of land containing eleven acres lying by Seder Point, being bounded on the Norwest side by the beach and on the Southeast side by Goodman Garlick's land, and on the Northeast side by the water, and on the Southwest side by the Common.

Also one parcel of land more lying by a place known by the name of Hand's Creecke containing ten acres & bounded on the Southeast side by John Miller senior, his land, on the Norwest and Southwest by the Common, on the Northeast side by the water.

And one parcel of land more being Eastward of the Town in the woods by the plain, lying by the highway as men go to Napeake, containing seven acres more or less, and bounded Southward by Napeake highway & Westward by John Miller, Senior's land, and Northeastward by the common land.

These three parcels of land above mentioned, I, Jeremyah Conkling senior, do freely give unto my son Jeremyah Conkling and Cornelyus and my daughter Mary Mulford wife of Thomas Mulford, to them, their heirs and assigns forever to be equally divided between them.

BOOK A, page 68½.—The Records of the land belonging unto Arthur Cressie to him, his heirs or assigns forever, whereof some given to him by the Town, some he has procured by purchase of particular people and some exchange he has made, all which hereafter followeth :

Imprimis, his house lot the which he bought of Thomas Chatfeild senr as by his bill of sale may appear as being part

or adjoining to the said Thomas Chatfeilds second home lot and containeth one acre and a quarter more or less and bounded Southward by the remaining part of the aforesaid Chatfeild's second home lot and Westward by the street and Norward by the common land or highway that goeth toward the Eastern plain and bounded Eastward by some land that formerly did belong to Thomas Chatfeild aforesaid, but of late hath been procured by the Town in way of exchange for a watering place for cattle.

2. And also four acres which was given to him by the Town lying by some land that was given to Benjamin Conckling, which four acres with five acres more which he procured of some men in the Town all which nine acres he hath made over to John Stretton Senr in exchange with him for a second home lot which containeth six acres more or less, which six acres is bounded Norward by the street, Eastward by some land now in the hands of William Miller, Southward by some present common land and Westward by some land belonging to William Simons.

3. One parcel of land more which he bought of Benjamin Osborne lying and being by the highway that goeth to Accobonock and containing three acres and some odd measure more or less, and bounded Eastward by Thomas Chatfeild's land fronting against the highway that goeth to Accobonock and Norward by the Common & Westward also by some present common land.

Book A, page 86½.—The Records of the land belonging to Arthur Cressie, to him, his heirs and assigns forever, some of which was given to him by the inhabitants of the Town of Easthampton, other of it he bought with his money and some exchanged as hereafter followeth and more fully may appear.

1. His land that his house is upon where he liveth, it being one acre and three quarters which he bought of Mr. Thom.

as Chatfield be it more or less and some of it he bought of John Chatfield, it being and lying at the Noreast end of the Town and bounded by the street Westward and the Common Norward and Eastward and John Chatfield's land Southward.

2ly. One piece of land more at Newtowne being a second home lot which he had of John Stretton senior, in exchange for some land that was given to him by the Town, and it containeth six acres more or less, and bounded by the street Northerly and William Millor's land East and West by a piece of land that formerly was and did belong to William Simons, but now in the possession of Jeremia Conkling and Southward by a highway which foresaid land the said Arther Cressie hath made over to John Kirle in exchange for eight acres of land whereof six and a quarter of it lieth by the two mile hollow bounded by the highways North and South, Mr. Chatfield's land East and Steven Hand's land West and the other acre and three quarters is on the plain bounded by the highway North and Samuell Parsons land East and Beniamyn Osborn's land West and John Kirle's land Southward.

3ly. One piece of land more by the highway that leadeth to Accobonock toward Lillie hill which he bought of Benjamin Osborne and it containeth about three acres and thirty-three pole more or less and bounded by Goodman Daytons land Southward and John Chatfield's land Norward and a piece of land that was given to him the aforesaid Arther by the Town Westward and Eastward by the highway, which land that was given to him by the Town containeth two acres.

Also one parcel of land more that he bought of Jeremiah Conkling that lieth Eastward toward Amaganset and it containeth four acres and bounded by Nathaniell Baker's close and common land Westward and the Common Norward and Southward and Joshua Garlick's land East.

Also Arther Cresie and John Chatfield have exchanged a certain parcel of land one with another and the land that Ar

ther^rCresie is to have of John Chatfield is on the Norward side^s of the way that leadeth to Accobonock near to Lillie hill and it containeth three acres and three quarters more or less and bounded by some land that now belongeth to Mr. Scal- lenger, formerly possessed by Mr. John Mulford Eastward and the present Common Norward & Westward joining to a parcel of land now in the possession of Arther Cressie which he the said John Chatfield had given to him by his father and Southward by the highway, which said land the aforesaid John Chatfield has firmly made over unto the said Arther Cressie and his heirs and assigns forever.

BOOK B, page 6.—The Records of the Allotment of Robert Dayton, to him and his heirs for ever, containing seven and twenty acres of upland, viz: home lot and plains with all privileges and appurtenances belonging to such an allotment as followeth :

Imprimis, the home lot with the addition containing fourteen acres be it more or less bounded with the street west and John Osburne's home lot North and Hook Pond East and Thomas Chatfield's home lot South.

Secondly, one parcel of plain land on the great plain containing eleven acres and an half be it more or less, bounded with Mr. Backer's lot West and the highway North and the way where the wind-mill stood East and the Beach South.

Thirdly, one parcel of land on the East plain containing eleven acres and an half be it more or less bounded with the beach South and Thomas Chatfield's lot West and the highway North and Thomas Tomson's lot East.

Fourthly, nine acres and a half of woodland Eastward from the Town, be it more or less, bounded with the highway North and South and Nathan Birdsall's lot West and the present Common East.

One parcel of meadow being his first division in accobon-

ocke containing two acres and an half and sixteen pole be it more or less, bounded with Samuells Parsons meadow on the one side and Jeremy Meachen's on the other side.

One parcel of meadow more being his second division in Accobonocke meadow containing two acres and an half be it more or less bounded with Samuel Parsons on the one side and Jeremy Mechem on the other.

One parcel of meadow more in Accobonocke neck containing two acres three quarters be it more or less bounded as abovesaid in his former divisions.

One parcel of meadow more in the Norwest containing five acres and a quarter be it more or less as abovesaid.

One parcel of meadow more at the Swamp containing five acres more or less bounded with the woods on the both sides and the swamp at the end which he hath exchanged with Tho. Chatfield for some at the rear of his home lot.

Book A, page 20½. The Records of the Allotment of Robert Dayton granted by the Town of Easthampton to him and his heirs and assigns forever, containing a six and twenty acre lot, viz: home lot and plains with all privileges and appurtenances belonging to such an allotment as followeth:

Imprimis, the home lot and addition containing fourteen acres more or less bounded by the street West and John Osburne's home lot North and Hook Pond East and Thomas Chatfeild's home lot South.

Secondly, one parcel of land more on the great plain containing eleven acres and a half more or less bounded by Mr. Backer's lot West and the beach South, Thomas Tomson's lot East and the highway North.

Thirdly, one parcel of land more on the East plain being eleven acres and a half more or less bounded by Thomas Tomson's lot East and Thomas Chatfield's lot West, the highways North and South.

Fourthly, one parcel of land more being woodland Eastward of the Town containing nine acres and a half more or less bounded by the highways North and South and Nathan Bird-sills lot West and the present Common East.

Fifthly, one parcel of woodland Eastward which he bought of John Parsons which at first did belong to John Hand Junior, and being six acres and a half more or less, bounded by Mr. Thomas Backer West, John Myller East and the highways North and South.

And one parcel of meadow being his first division in Accobonok containing two acres and a half more or less bounded by the woods Southward and Westward and Jeremyah Meachem on the other side.

Also one parcel of meadow being his second division in Accobonok meadow containing two acres and a half more or less bounded by Samuell Parsons on the one side and Jeremyah Meachem on the other side.

And one parcel of meadow in Accobonocke neck containing two acres and three quarters more or less bounded by Samuell Parsons on the one side and Jeremyah Meachem on the other.

One parcel of meadow more at the Norwest containing five acres and a quarter more or less bounded with Samuel Parsons on the one side and Jeremy Meachem on the other side.

And also one parcel of meadow being Eastward near the Town as being part of his proportion of Waste meadow, the which he hath exchanged with Mr. Thomas Chatfield for some meadow at the rear end of his home addition land containing five acres more or less bounded by the rear end of some addition land joining to the home lots of particular inhabitants on the one side and woody or low land on the other side and the swamp at one end of the meadow.

And also one parcel more of upland known by the name of the little lots containing one acre and a quarter more or less

bounded by Thomas Talmage East and part of Hook Pond Southward & Willyam Mulford land West & the highway & Calf pasture North, the which land he hath exchanged with William Mulford for some land in the woods next to his own third division.

PAGE 21.—And also one parcel of land more which he hath taken for his whole proportion of a third division of land lying upon the Norwest part by the Town containing twelve acres as also three acres which he had of Willyam Mulford in way of exchange as before spoken of which is fifteen in all, more or less, bounded by the highway that goeth along by some of the addition land that belongeth to some of the house lots Eastward and the present common round.

Also one parcel of land which he hath more as being part of a fourth division of land containing six acres more or less and bounded and joining to his own land last above spoken of being fifteen acres and now this six acres joined to it maketh the whole twenty one acres more or less and it is bounded by Willyam Mulford Westward and John Stretton Senior, Norward and the Common Southward.

And one parcel of land more being part of a fourth division lying Eastward of the Town being woodland and the highways North & South and Nathan Burdsill's or his own land being Westward joining to it and it containeth six acres, and it being joined to his other land which is nine acres and a half and now the whole piece is fifteen acres and a half more or less and the whole is bounded by the highways North & South as above mentioned and Nathan Burdsill's land West and the present Common East.

One parcel of land more being the remainder of a fourth division lying upon the Norwest woodland plain containing thirty-three acres seventy & six pole more or less and bound-

ed by the highways at each end and Steven Hedges on the one side and Thomas Osburne senior on the other side.

Also one parcel of land being part of a fifth division of land lying and being Eastward of the Town within the plain fence and containing ten acres more or less and bounded Southward by his own land and part of it by Nathaniell Domyne's land and Westward by Mr. Chatfield and Eastward by Richard Shaw and Norward by the general fence and highway that leadeth to Napeake.

Also one parcel of land more on the farther side of the Northwest woodland plain containing about eight acres more or less bounded by Thomas Talmage on the one side and the Common on the other side.

Also one parcel of land more in Accobonok neck by the place known by the name of the fire-place neck, containing twelve acres more or less upon that Hummuck bounded by the North sea on one side and by some meadow other ways.

Also one parcel of land more in Accabonock neck near the Springs Norward of Mr Backer's meadow, containing three acres and a half more or less. Whereas I Robert Dayton Senior.——

BOOK A, page 21½.—A further Record of land laid out to Samuel Dayton belonging to the allotment of his father Robert Dayton as followeth; one quarter of an acre joining to his meadow at the Fireplace.

Secondly, two acres and thirty poles joining to his land at Acabonick Springs.

Thirdly, one acre and quarter joining to the last abovesaid land and to the land of Cornelius Conkling and the meadow of Capt. Samuel Gardiner, he, said Samuel Dayton, his heirs and assigns always allowing a sufficient and convenient highway forever for all persons that have meadow joining or have meadow lying Easterly from said land, to pass and re-

pass to and from their meadow through the said land as they may have occasion forever.

Fourthly, one quarter of one acre and ten poles of land joining to his meadow at Acabonick landing place lying on each end and some small part of it on the West side of said meadow joining to the same.

Fifthly, one acre and half on the homick at the mouth of of Acabonick harbor lying on the East, Northeast and Northwest parts of said Homick. The abovesaid parcels of land are all thrt do belong to the said Samuel Dayton in the half acre division.

And also one acre and three quarters of land laid out to Daniel Dayton at Acabonick landing place it being part of what doth belong to the allotment of Robert Dayton in the arbitration between the great lots and the little lots concerning Meantauk, bounded by the land of Lewis Conkling Northwesterly and the highway Southwesterly and East and North-easterly.

And also one acre and two thirds of one acre laid out to the said Daniel Dayton at the East side of Acabonick it being part of the abovesaid arbitration land, bounded by a large tree on the Southeast and from said tree to a stake on the edge of the bank and so by the bank side to a white oak bush and from said bush to the abovesaid great tree always allowing four rods wide from said land to the meadows and so down to the beach to the North side or Sound.

And also two acres and twelve rods of land laid out to Daniel Dayton in little Northwest neck, which land he bought of Isaac Barns excepting two and twenty rods which was taken up on the arbitration abovesaid bounded by a black oak tree which is nine paces Northward of Thomas Mulford's fence or bars and so along by his fence a rod beyond his fence and so joining to the said Daniel Dayton's meadow which he the said Dayton bought of Thomas Os-

born, and from thence to the cart path that leads down to the meadows on the West side of said neck and from said cart path to a white oak bush this said line is four rods longer than the opposite line, the said white oak bush being about nine rods from the cart path above said and so to run from the said white oak bush to the abovesaid black oak tree.

A further record is page 24.

BOOK A, page 24.—A further Record of land laid out to Daniel Dayton belonging to the allotment of Robert Dayton as followeth, it being all that is due to them in the half acre division and on the arbitration concerning Meantauk.

One quarter of one acre and two poles of laid out at Acabonick landing place, it being a homick of land joining to his own meadow he the said Dayton his heirs and assigns always allowing all persons free liberty to put their horses on the same as they may have occasion of the same in getting their hay off or out of their several parcels of meadow, and also allowing all persons free liberty to come out of the meadow with their carts or going in and to draw their hay out of their meadow to secure the same.

Half one acre of land laid out on the homick at the mouth of Acabonick harbor's mouth.

One quarter of one acre and twelve pole laid out at Acabonick joining to Lemuel Hedges his land.

One quarter of one acre and twelve pole at the East side of Acabonick joining to his own land.

One acre and half and twenty-eight pole of sedge meadow on the East beach at Acabonick, part of the same is a flat.

Part of the abovesaid parcels of land the said Dayton purchased of John Parsons.

BOOK A, page 58½.—The Records of the lands and allotment of Thomas Dyament Senior, belonging to him, his heirs,

or assigns forever containing a thirteen acre lot with all privileges and appurtenances appertaining to the same only no meadow was granted by the Town unto this allotment.

Inprimis the home lot and the addition containing thirteen acres more or less bounded by the street East and Steven Hand's lot South and the present Common West: and North by a parcel of land that formerly did belong unto John Hand Senior, which land was procured by the Town of the wife of John Hand for to make a highway of part of it and the Town has granted unto Thomas Dyament about one acre and a quarter more or less of that land so procured joining to his own land upon condition that the said Thomas Dyament is to keep up and maintain at all times a good sufficient fence between him and the highway.

And also one parcel of land added to his home addition being part of a third division of land containing three acres more or less and bounded by the Common South and West and his own land East and the highway North.

Also one parcel of woodland by the great plain containing about eighteen acres more or less, part of which land was procured of Samuell Parsons and John Parsons in exchange for land elsewhere, and bounded by the highways South and North William Edwards East and Richrdd Brooke's land West.

Also one parcel of land more upon the little plain containing three acres and a half more or less, which land he procured of Richard Brooke's in exchange for three acres from the eighteen acres that joineth and is laid out to Richard Brookes his land for his use, & this three acres and a half of land on the little plain is bounded by the highway North and West and the highway and beach South and East by land formerly in the hands of Thomas Chatfeild and Thomas Osborne senior but now in the possession of widow Myller.

One parcel of land more upon the little plain which he

formerly bought of John Hand, Junior, given and granted to him by his father and containeth four acres more or less bounded by Thomas Talmage on the East, the highway and beach South and West by land that formerly did belong to Jeremyah Meachem and North by some part of Richard Stretton's land and also by some part of the Town's land by Georgica Pond.

One parcel of land more upon the little plain which he had of John Stretton which formerly did belong to Jeremyah Meachem & that in exchange for land known by the name of the little lots, and this land upon the little plain containeth three acres more or less bounded East by his own land which bought of John Hand above mentioned and South by the highway and beach and West by some of the Town's land and North by some Common land by Georgica Pond.

One parcel more upon the little plain which he had of John Stretton in exchange also for land at the little lots, and containeth four acres more or less, bounded by the highway East and South and by Thomas Talmage West and Norward by Richard Stretton and Willyam Mulford's land.

Page 59.—One parcel more by the little plain being part of a second or third division of land and containeth four acres and a quarter more or less, bounded Southward by Richard Stretton and William Mulford's land, and Eastward by Mr. John Mulford and Norward by some common land that is by Georgica Pond.

And one parcel of land more Eastward upon the plain beyond the Indian well being part of a third division containing two acres and a half more or less bounded by Mr. John Mulford East and Mrs. Alce Codner formerly the wife of John Hand's land deceased West.

And also one parcel of meadow at the Norwest which he purchased of John Hand Junior which was given to him by

his father and it containeth four acres more or less bounded by some land that did formerly belong to Mr. Bond, but now in the possession of Thomas Osburne Jr. on the one side and William Mulford's lot on the other side.

And one parcel of meadow more at the Norwest which he purchased also of John Hand and containeth two acres more or less bounded by Mr. John Mulford on the one side & William Edwards on the other side.

Also one parcel of meadow more at the Northwest purchased of John Hand aforesaid and it is not yet laid out in particular but is between himself and Mr. Bond & William Mulford.

And one parcel of meadow at Napeake belonging to Thomas Dyament, purchased by him of some of the sons of John Hand Senr deceased, and is bounded by Willyam Edwards Eastward and the pines and sandy ground or hills Norward and Westward and some part of it is Westward from Mr. Bond's land that is now in the possession of Thomas Osborne Junr. and bounded Southward by a parcel of flags & flowers.

Page 59½.—Also one parcel of land more which containeth one acre and a half, bounded by John Hoppings' land Norward and Eastward, John Wheeler's land South and the street or highway West.

And also one parcel of land more at Georgica which he procured of Thomas Hand in exchange for land at Waynscut, the which land at Georgica containeth eleven acres more or less bounded by the Cove Eastward, Southward by land that doth now appertain to Thomas Osburne Senior though formerly was in the possession of Richard Brookes, and the present Common Westward and Norward.

See more in 60.

Page 60.—Also one parcel of land as part of a fifth division belonging to the allotment that was Thomas Diamant Senrs' the same being in Ammiganset woods at a place called the red dirt, containing eleven acres and sixty poles being bounded by common land upon all sides.

Also one parcel of land as part of a fifth division, the same lying in Aelwive Brook neck, being in the whole eight acres and twenty pole and is bounded by land that doth belong to the allotment that was John Edwards' deceased, to the Southward and with land that doth belong to Joshua Garlick to the Northward and with common land to the Eastward, both which parcels of land being the seventh lot in each place though but on division in two parts.

BOOK B, page 32.—The Records of the Allotment of William Edwards granted by the Town of Easthampton to him and his heirs forever, containing a twenty acre lot with all privileges and appurtenances as followeth :

Imprimis, the home lot and addition containing twelve acres be it more or less bounded with the street West and John Edwards' lot North and the Swamp East and Benjamin Price lot South.

Secondly, one of land on the East plain containing eight acres and an half be it more or less bounded with the highway North and South and Thomas Osburne Senior, East and Mr. Bond's lot West.

One parcel of land more in the old Eastern plain containing eight acres be it more or less bounded with the highway North & South and Richard Brooke's lot west and Benjamin Concklins' lot East.

One parcel of land more within the mill-gate containing thirteen acres be it more or less bounded with the highway North and South and Thomas Diamon's lot West and John Osburnes lot East.

One parcel of land more being a second home lot contain-

ing six acres be it more or less bounded with the street West, and Jeremy Concklin's lot North and the swamp East and Nathaniell Foster's lot South.

One parcel of meadow being his first division in Accobanock containing two acres be it more or less bounded with Benjamin Price on the one side and Jeremy Meachem on the other side.

One parcel of meadow more being his second division in Accobanock containing two acres and an half bounded with Benjamin Price on the one side and Jeremy Meachem on the other side.

One parcel of meadow in Accobanock neck containing six acres be it more or less bounded with Benjamin Price on the one side and Robert Dayton on the other side.

One parcel of meadow at the Northwest containing three acres be it more or less bounded with Jeremy Meachem on the one side and Robert Dayton on the other side.

One parcel of meadow at the Northwest containing two acres be it more or less bounded with William Mulford on the one side and Thomas Diamon on the other.

One parcel of meadow at the harbor containing two acres be it more or less bounded with William Mulford on the one side and Thomas Diamont on the other.

One parcel of meadow at Napeage containing four acres and half be it more or less bounded with Mr. Mulford on the one side and the sand hills on the other.

One acre of meadow more at Napeage be it more or less bounded with William Mulford's East, Mr. Mulford's South, Mr. Bonds' West and the sand hills North.

BOOK A, page 50.—The Records of the Allotment that doth now belong to John Edwards to him his heirs or assigns for ever containing a thirteen acre lot with all privileges thereunto belonging which allotment was in the hands and

possession of Nathaniell Foster and sold by him unto William Edwards as by a bill of sale may appear, and by William Edwards freely given and granted unto his son John Edwards the allotment with all liberties and privileges to him his heirs or assigns forever, only the said Willyam Edwards has reserved for his own use the second home lot, and the first division of meadow at Accobonock all the rest of the whole allotment as aforesaid with all privileges that do thereunto belong whatsoever is as above mentioned is freely given by the abovesaid Willyam Edwards unto John Edwards to him his heirs or assigns forever.

Imprimis, the home lot and addition containing fifteen acres more or less, part of which land was for land that was laid down in the old Eastern plain, and part of it was for part of a third division of land and this land being bounded by Nathan Birdsills' land that now is in the possession of Nathaniell Domynie North and by the swamp East and William Edwards lot South and the street West.

Secondly, one parcel of land in the Eastern plain containing five acres more or less, bounded by Johnah Garlick Senr East, the highway North, and West by William Mulford's land and the highway and beach South.

Thirdly, one parcel of land more on the Eastern plain containing six acres and a half more or less which land was formerly exchanged by Nathaniell Foster with Mr. James for a second division of land and being thus bounded by Richard Stretton's land West, the highway North and Steven Hedges his land East and the highway and beach South.

Fourthly, one parcel of land upon the Eastern plain containing ten acres more or less part of which land he exchanged with John Stretton Senir for land at Waynscut and bounded by the highway and beach South, Willyam Barnes his land West, the highway North and East by —

Fifthly one parcel of land more known by the name of the

little lots containing an acre and a half more or less part of which land was given to him by his father Willyam Edward and being bounded by the highway and beach South and Mr. John Mulford West and some part of Hooke pond North, and a parcel of land that was formerly in the hands of Mr. Roberd Bond but now in the possession of Thomas Osborne Junir East.

One parcel of meadow at Accobonock in the second division being five acres more or less, part of it he had of Richard Streton and part of it of Joshuah Garlik, bounded by Mr. Mulford on the one side and Mr. Baker on the other side.

Page 50½.—Also one parcel of land more belonging to John Edwards which was a fourth division of land and it lieth upon the Norwest woodland plain and containeth about nineteen acres and three quarters more or less, and bounded by Richard Brooks on the one side and John Squire on the other side and highways at both ends.

Also one piece of land more belonging to John Edward being part of a fifth division and it lieth Eastward of the Town in Amaganset woods and it containeth about eleven acres and a half more or less and bounded by Jeremiah Conkling Senior, on the Eastward part of it and Benyamyn Osborne toward the Westward part of it and by the Common on the other part of it.

And one piece of land more about Alewife Brook and it containeth about eight acres more or less and bounded by—

BOOK G, page 57½.—The record of land laid out to the heirs of Josiah Edward in the ninth division it being one acre and half more or less as it is now fenced, at Amaganset, bounded with the land of Jeremiah Conkling Northeast and Thomas Mulford and their own land East and Southeast, the Town Commons Southwesterly.

BOOK G, page 71.—The Record of several parcels of land

granted to Thomas Edwards in the Town of Easthampton April the 8th 1701 and so onward. Viz :

Ten acres and one third of land more or less about Georgica in Goose Creeke Neck bounded Southward by said Creek, East by the land of John Carle, West by the land of Daniel Bushup and North by the Town Common, being part of a sixth division.

2. Also four acres of upland and swamp land be it more or less, near but beyond the Three Mile Harbor Round Swamp on the left hand of the cart way that leads down to said harbor, being bounded by upland and swamp land on all parts being parts of said Town's Common, both which being part of a ninth division : part of the abovesaid he had from Tho. Baker by exchange for his right in the great swamp and part from his brother John Edwards, the rest his own right.

And one acre three quarters of swamp and upland being part of said ninth division, be it more or less bounded by his lot of meadow in Accobonuck great meadow, upper range, to the North, by Thomas Osborne Senior, East, by Samll Parsons, senior, West, and the Town Common South.

Also four acres of land more or less laid out to Thomas Edwards in the ninth division which land the said Edwards purchased of William and Daniel Edwards the said land being laid out to the said Edwards towards Norwest Eastward from the place known by the name of the Grassy Hollow bounded on all sides with the Town Commons.

Test CORNELIUS CONKLING,

Town Clerk.

Also one acre and half of land be it more or less laid out to Thomas Edwards joining to his own land last above mentioned, said land the said Edwards purchased of William Hedges it being part of said Hedges' ninth division.

Test CORNELIUS CONKLING,

Town Clerk.

BOOK B, page 23.—The Records of the Allotment of William Fithin granted by the Town of Easthampton to him and his heirs for ever containing a fourteen acre lot viz: home lot and plains with all privileges and appurtenances belonging to such an allotment as followeth :

Imprimus, the home lot with the addition containing nine acres be it more or less bounded with Richard Brookes lot North, the street East and Richard Straton's lot South and the Common West.

Secondly, one parcel of land on the great plain containing three acres be it more or less, bounded with the highway North & South, and Stephen Hand's lot East and Thomas Osburne, Senior's West.

Thirdly, two acres in the old East plain be it more or less, bounded with the highway North & South, and Richard Brookes' lot East and Nathan Birdsall West.

Fourthly, one parcel more in the East plain containing five acres, be it more or less, bounded with the highway North & South and Benjamin Price's lot East and Thomas Osburne, junior West.

Fifthly, seven acres of woodland Eastward be it more or less, bounded with the highway North & South and Roger Smith's lot East, and William Barnes' lot West.

Sixthly, a second home lot containing six acres be it more or less, bounded with the Common North and William Barnes lot East, and the street South and Mr. Backer's lot West.

One parcel of meadow being his first division in Accobanock containing one acre and a half be it more or less bounded with Roger Smith on the one side and Nathaniell Bishop on the other.

One parcel of meadow more being his second division in Accobanock containing one acre and a half be it more or less, bounded with Roger Smithe's lot on the one side and Nathaniell Bishop on the other side.

One parcel of meadow in Accobanock neck, containing one acre and an half, be it more or less, bounded with Roger Smith's lot on the one side and Nathaniell Bishops on the other side.

One parcel of meadow more in the Northwest meadow containing three acres be it more or less, bounded with Roger Smithes lor on the one side and Nathaniell Bishop's on the other side.

One parcel of meadow more in the first division in Accobanock containing one acre and an half be it more or less, bounded with Thomas Tomson's lot on the one side and Joshua Garlick's on the other side.

BOOK A, page 33.—The Records of the Allotment of Willyam Fithian granted by the Town of Easthampton to him, his heirs or assigns forever, containing a fourteen acre lot, viz: with all privileges and appurtenances belonging to such an allotment as followeth:

Imprimis, the home lot and the addition containing nine acres more or less bounded by Richard Brookes' land North, the street East and Richard Stretton's lot South and the Common West.

Secondly, one parcel of land on the great plain containing three acres more or less bounded by the highway North and South, Stoven Hand's land East, the which land of Steven Hand is four acres more or less, being now in the hands of Willyam Fithyan in exchange for land to Steven Hand at Wainscut, being part of a third division of land, which land abovesaid being seven acres more or less, being in the possession of the aforesaid Willyam Fithyan, and all of it bounded by the highway South & North, and Thomas Osburne Senir West and Tho Osburne Jrs land East.

Thirdly, one parcel in the Eastern plain being two acres more or less bounded by the highways North & South, and

Nathan Birdsill's lot West and Richard Brook's land East.

Fourthly, one parcel more in the Eastern plain, containing five acres more or less, bounded by the highways North & South and Benjamin Price's lot East and Thomas Osburne Junir, West.

Fifthly, one parcel of woodland by the Eastern plain, being a second division containing seven acres more or less, bounded by the highway South and North, William Barnes his lot West and Roger Smith's land East.

Sixthly, a second home lot containing six acres more or less bounded by the street South, and the Common North, Mr. Thomas Backer's lot West, and William Barnes his land East. The which second home lot he hath given to his son Enoch Fithian.

One parcel of meadow being his first division at Accobonock, being one acre and a half more or less, bounded by Roger Smith on the one side and Nathaniell Bishop on the other side.

One parcel more at Accobonock being his second division, containing one acre and a half more or less, bounded by Roger Smith on the one side and Nathaniell Bishop on the other side.

Also one parcel of meadow in Accobonock neck being one acre and a half more or less, bounded by Roger Smith on the one side and Nathaniell Bishop on the other side.

One parcel more in the Norwest meadow containing three acres more or less, bounded by Roger Smith on the one side and Nathaniell Bishop on the other side.

One parcel more in Accobonock first division, being part of his proportion of waste meadow containing one acre and a half, more or less, bounded by Thomas Tomson's land on the one side and Joshua Garlicks lot on the other side.

And also one parcel of woodland at the end of his home addition land being part of a third division of land, about two

acres more or less, bounded by the Common West, Richard Stretton South and Richard Brooks on the North.

Page 33½.—Also one parcel of land more granted to William Fithyan being a fourth division of land, and it lieth on the Norwest woodland plain and it containeth about twenty-one acres more or less, and bounded by Richard Brooks his land on the Norwest side and Richard Stretton Senr's land on the Southeast side, and the Southward end bounded by the highway and the Norward by the present Common.

LOOSE LEAF A.—Enock Fithian entereth for his half acre division in Acabonick neck joining to the meadow of Robert Parsons and Thomas Stretton and John Hopin.

Book B, page 4.—The Records of the allotment of Mr. Lion Gardiner granted by the Town of Easthampton to him and his heirs forever, containing twenty-eight acres of upland, viz: homelot and plains with all privileges and appurtenances belonging to such allotment as followeth:

Imprimis the home lot with the addition containing nine acres and an half be it more or less, bounded on the West with the street and on the North with Thomas Chatfield's home lot and East with Hooke pond and South with Mr. James' home lot.

Secondly, one parcel of land on the great plain containing twenty-nine acres and an half be it more or less bounded with Roger Smiths' lot East, the highway South and the woodland highway West and North.

Thirdly, one parcel of woodland lying Easterly from the Town containing fourteen acres be it more or less bounded

with the highway North & South and with Mr. John Mulford's lot ——— and with William Mulford's lot ———.

One parcel of meadow in Accobanocke great meadow containing five acres or thereabouts be it more or less bounded with Mr. James on the one side and Robert Parsons on the other.

One parcel of meadow more in Accobanocke neck containing three acres and an half, be it more or less, bounded with Mr. James on the one side and Thomas Chatfield on the other side.

One parcel of meadow more at the Northwest containing five acres and an half and sixteen pole be it more or less bounded with Mr. James on the one side and Thomas Chatfield's on the other side. This with Mr. James' next to it is made over by Jer. Concklin to John Stratton for or in way of exchange for his meadow in Accobanock neck and a piece of meadow in the second division bounded with Will Hedges East and Thomas Osburne Junior, West.

Also one parcel of land that he exchanged with Rich Stratton lying in the mill plain containing five acres be it more or less bounded by George Miller's lot East, the highway North and Jeremy Mechams' lot West.

One parcel of land which was John Stratton's and half his fence at the little plain, the land containing four acres more or less bounded with the highway North, the Sea South, William Mulford's lot on the East and George Miller on the West.

Book A, page 16½.—The Records of the allotment of Mr. Lyon Gardyner granted by the Town of Easthampton to him, his heirs and assigns forever containing twenty-eight acres of upland viz: home lot and plains with all privileges and appurtenances belonging to such an allotment as followeth:

Imprimis, the home lot and the addition containing nine acres and a half be it more or less, bounded on the West by the street, & on the North by Thomas Chatfeild's home lot & East with Hoock pond and South by Mr. Thomas James' his home lot.

Secondly, one parcel of land in the great plain containing twenty-nine acres and a half more or less, bounded by Roger Smyths' land East, the highway South, and the woodland highway West and North, whereof eight acres of this parcel of land was made over by the foresaid Mr. Lion Gardyner unto Roger Smyth, lying and being at the Westernmost part upon a hummak of woodland along by the West highway above mentioned.

Thirdly, one parcel of woodland lying Eastward from the Town containing fourteen acres more or less, by the highways North and South and Mr. John Mulford's lot West and Willyam Mulford's land East.

And one parcel of meadow in Accobonock neck containing five acres and a quarter more or less, whereof one acre and three quarters was changed with Mr. James for meadow in the first division at Accabonok.

And one acre and three quarters more or less in the second division at Accobonok, which was exchanged with Mr. James for part of the five acres mentioned of the first division.

One parcel of meadow at Accobonok in the second division which he had of John Stratton in way of exchange for meadow at the Norwest being bounded by Willyam Hedges on the one side and Thomas Osburne on the other side.

And one parcel of meadow more in Accobonok neck which also he had of John Stretton in exchange for this meadow above mentioned at the Norwest, bounded by Mr. Mulford on the one side and Samuel Parsons on the other side; the which parcel of land last mentioned is given to Benyamyn Conkling.

Also one parcel of land that he exchanged with Richard Stretton being in the great plain containing five acres more or less bounded by George Myllers' land East, and the highway North and Jeremy Meachem's land West and the beach South.

Also one parcel of land more exchanged with George Myler in the great plain being an acre and a half more or less, bounded with the land last above mentioned West, the highway North and John Stretton's land East & the beach South.

Also one parcel of land more by the great plain being seven acres more or less which was part of a third division of land bounded by Thomas Osburnes' home addition land North and Willyam Edwards' land West and the highway South and the Calf Pasture East.

Also one parcel of land more being another part of a third division of land being toward the little plain, bounded by the highway South Mr. Mulford's land and John Hoppings West, and the Common North and East, which containeth seven acres more or less.

Also one parcel of land he hath more being the second home lots, being in all eighteen acres part whereof he had of George Myller by purchase and of John Osburn for meadow by the Hooke pond and bounded by the street Westward, & Thomas Edwards Southward and a swamp or piece of meadow East and Mr. Thomas Chatfeilds lot Norward.

Book A, page 17.—Whereof six acres more or less of the aforesaid eighteen acres of land as it is already laid out upon the Norward part of it next to Mr. Thomas Chatfeilds' land he hath sold and made over unto Enoch Fithyan his heirs and assigns forever.

Also one parcel of land more granted to Jeremyah Conckling by the Town in consideration of land at Meantacut as

elsewhere more fully may appear containing sixty acres more or less ; this land being in the woods above the Indian Well plains and being thus bounded South by the highway that is at the North end of the land belonging to the plain lots and Mr. Thomas James his land West and Mr. John Mulford's land East and a highway that is Norward of it.

And one parcel of land which he had of John Stretton in exchange between them two containing four acres more or less and so to receive it as a final issue without any farther trouble between them, and bounded North by the highway and by the beach South and Willyam Mulford's land East and some land that did belong to George Miller West. This exchange was owned by both parties before Mr. John Mulford Justice of the Peace.

And one parcel of land being part of a fourth division lying at the Northeast end of the Town as men go to Accobonock, containing seven acres and a half more or less bounded Southward by Samuell Parsons his land and Phillip Leeke and Westward by Ebinezer Leeke's land and East by John Stratton's land and Norward by Accabonock highway.

Also one piece of land more as being part of a fourth division Eastward of the Town toward Amagonset in the woods containing thirty acres and a half more or less and bounded Southward by a highway, and West by part of Richard Stretton's land and part of it by the present Common and bounded East by Mr. Mulford's land and Northward by the present Commons.

Page 17½.—Memmorandum.

The afore mentioned piece of land containing thirty acres and a half recorded to Mr. Lyon Gardiners' allotment in page 17 as part of a fourth division, though it is there bounded by the Common Westward and Northward, it is now bounded

Westward by Capt. Samuell Mulford's land partly, and partly by the land that was Benjamin Gsborne's now in the possession of Jeremiah Miller and Thomas Mulford and partly by a highway that leads out of the Common between the land of Capt. Mulford and Benjamin Osborn directly to the said 30½ acres of land, attested by Capt. John Wheeler and Thom Mulford two of the layers out of said land. Test Thomas Chatfield, Recorder.

Book A, page 17.—Also six acres and half of laud by the plain side as we go to Indian Well bounded by John Miller senior West, by the Common highway South and East and Common land North and also ten acres and half of land lying on this South side of Hand's creek bounded by John Millers' land Southward, by the Three Mile Harbor East & common land North & West.

Also eleven acres of land near Alwive brook bounded with Josha Garlik's land Southward and the present Common East, North & West, all which three last parcels of land are a part of a fifth division of land alloted out by the Town proprietors in the year 1686.

The last above mentioned doth butt down to the bay or harbor Westwardly notwithstanding what is above written.

BOOK B, page 24.—The Records of the Allotment of Joshua Garleck Senior, granted to him by the Town of East-hampton and to his heirs forever containing a fifteen acre lot viz: home lot and plains with all privileges and appurtenances as followeth, a part of which he hath given to his son-in-law Richard Shaw vide page.

Imprimis, the home lot and part of the addition containing five acres be it more or less bounded with the street East and Richard Brookes lot South and Richard Shaw West.

Secondly, one parcel of land in the old East plain containing two acres three quarters be it more or less bounded with the highway North & South and Nathan Birdsalls' lot East and Richard Shaw West.

Thirdly one parcel of land in the East plain containing two acres three quarters be it more or less, bounded with the highway North & South, and Thomas Talmage's lot East and Richard Shaw West.

Fourthly, one parcel of land at the S. Harbor containing thirteen acres and an half be it more or less, bounded with the Harbor North & West and Duck creek South and the woods East.

One parcel of meadow being his first division in Accobanock containing one acre and an half be it more or less bounded with Stephen Osburne on the one side and William Fithin on the other side.

One parcel of meadow more being his second division in Accobanocke containing one acre and an half be it more or less, bounded with Stephen Osburne on the one side and ——— on the other side.

One parcel of meadow more in Accobanock neck containing five acres be it more or less bounded with Stephen Osburne on the one side and Thomas Tomson on the other side.

One parcel of land within the three rail fence containing fourteen acres and a half be the same more or less bounded with Jeremiah Meacham's land West and East and North the Common land and a highway South.

Book A, page 36½.—The Records of the Allotment of Joshua Garlick Senior, granted by the Town of Easthampton to him his heirs or assigns forever, containing a fifteen acre lot viz: home lot and plains with all privileges and appurtenances belonging to such an allotment as followeth:

Imprimis, the home lot with the addition containing nine acres more or less bounded by the street East and Richard Brookes' land South and Richard Shaw's lot North and the present Common West; whereof four acres of this land more or less being of the addition land the aforesaid Joshua Garlick has given unto his son-in-law Richard Shaw and to his heirs forever.

Secondly, one parcel of land on the old Eastern plain containing five acres and a half more or less, bounded by the highways North and South and Nathan Birdsill's land East and John Parsons & Richard Shaw's land West, the which five acres and a half he hath also given unto his son-in-law Richard Shaw and to his heirs forever.

Thirdly, one parcel of land more on the Eastern plain containing five acres and an half more or less, bounded by the highways North & South and Thomas Talmage his land East and John Edwards' land West.

One parcel of meadow at Accobonuk in the first division on the East part of the meadow containing one acre and a half more or less bounded by Steven Osborne on the one side and William Fithyan on the other side, the which meadow he hath given unto his son Joshua Garlick and to his heirs forever.

One parcel of meadow also at Accobonuk in the second division being one acre and a half more or less, bounded with Steven Osborne on the one side and Thomas Tomson on the other side, the which meadow he hath made over unto John Edwards in evchange for some meadow land in Accobonock neck.

One parcel of meadow in Accobonock neck being five acres more or less, bounded by Steven Osborne on the one side and Thomas Tomson on the other side, part of which land is a part of his proportion of waste meadow.

Also one parcel of meadow more at Accobonock neck

which he had of John Edwards in exchange as above mentioned, containing two acres more or less, bounded by Mr. Thomas Backer on the one side and Steven Osborne on the other side.

One parcel of meadow also at the Norwest containing three acres more or less bounded by Steven Osborne on the one side and Nathan Birdsill on the other side, the which meadow aforesaid he hath given unto his son-in-law Richard Shaw and to his heirs forever.

And also one parcel of woodland Eastward of the Town, part of it being a second division of land and the rest of it being in stead of a second home lot, and also a little parcel of land known by the name of the little lots, the whole containing fourteen acres and a half more or less bounded by the highways North and South and Jeremyah Meachems' land West and the present Common East.

Also one parcel of land at Waynscot being part of a third division of land containing about seven acres more or less bounded by Nathaniell Bishopp West and the highway and beach South and the present Common North and the highway and Steven Hand East, also one parcel of land joining to his home addition land being part of the third division containing about two acres more or less, bounded by Richard Brookes' land South and Richard Shaw North and a highway West.

Also one parcel of land more at another part of this third division of land being upon the plain Eastward from the Indian Well being about five acres more or less bounded by the highway South and North and Nathaniell Bishopp on the West and William Fithian East, all which three parcels of land last mentioned being fifteen acres more or less, he has freely given unto his son Joshua Garlick his heirs or assigns forever.

One parcel of meadow at Napeage lying toward the West-

ward part of the meadow bounded by Thomas Talmage West and Robert Daiton East.

One parcel of woodland lying on the place commonly called the woodland plain Norwestward from the Town, containing about eighteen acres and a half more or less, bounded by the Common North and East, John Miller Senir South and the highway West.

Also one parcel of woodland Eastward from the Town containing four acres and half more or less, bounded with his own land West, the highway or common North and East the highway South.

Also one parcel of meadow below the highland going to Napeack which is called Cranberry Hole with all the sponges of meadow thereabout and so towards Amagansett pond which is in lieu of the last division of meadow at Napeack.

BOOK B, page 15.—All these accomodations of John Hand's were sold Thomas Diments.

The Records of John Hand's accommodations containing a thirteen acre lot to him and his heirs forever with all privileges and appurtenances belonging to such an allotment as followeth :

1. Imprimis, the home lot with the addition containing thirteen acres be it more or less bounded with the highway North and the street East and Stephen Hands' lot South and the Common West.

2. Secondly, one parcel of land on the little plain containing four acres, be it more or less, bounded with Stephen Osburnes' lot North and Thomas Talmage's lot East, the beach South and Jeremy Mechems' lot West, this is sold to Thomas Diamont November 12, 1663.

3. Thirdly, one parcel of land within the mill plain gate containing eighteen acres be it more or less bounded with the

highway North and William Edwards' lot East the highway South, and Richard Brooks West.

4. One parcel of meadow at Norwest lying with Mr. Bonds' and William Mulforde's meadow.

5. One parcel of meadow in the Norwest meadow containing four acres be it more or less, bounded with Mr. Bonds' lot on the one side and William Mulford's lot on the other side.

6. One parcel of meadow more in the Norwest containing two acres be it more or less bounded with William Edwards' lot on the one side and John Mulforde on the other side.

7. One parcel of land laid out at the end of his home lot containing three acres be it more or less bounded with Mrs. Codner's lot North and the Common West and South.

8. One parcel of land by the little plain containing four acres and a quarter be it more or less, bounded with John Mulford North and the highway which goes along by Georgia on the West, and East with Richard Stretton's and William Mulford's lots which lie on the little plain.

9. One parcel of land which was Joseph Hand's and now is Thomas Diments' containing six acres be it more or less lying by Stephen Hands' bounded with the highway West and Roger Smith East and North, and John Osborne on the South.

One parcel of land in the little lots containing four acres and a half be it more or less bounded with John Stratton on the Northeast and the Calf Pasture on the Norwest and William Mulford on the Southwest and Hook pond on the Southeast.

One parcel of land on the plains Eastward containing two acres and half be it more or less bounded with John Mulforde on the West and Mrs. Codnors' on the West side.

One parcel of land in the little lots containing three quarters of an acre be it more or less bounded with John Strettons' on the South-west and the Calf Pasture Norwest and the pond Southwest and Robert Daiton on the Northeast.

One parcel on the little plain containing three acres and half be it more or less bounded with the highway Norwest and Southwest and the beach Southeast and Mr. Chatfeild Northeast. (more in page 14.)

Page 14.—Thomas Diment's Records.

One parcel of land in the little lots containining one acre be it more or less bounded with Mr. Bond's lot Southwest and the highway Southeast and the pond Northeast, North and Northwest, which parcel of land he bought of Shamger Hand and it was acknowledged before me John Mulford by Shamger.

Also one parcel of meadow land more belonging to Thomas Diament purchased by him from the sons of John Hand senior, deceased, which land lieth at Napeake bounded with Goodman Edwards' meadow Eastward and the pines and sandy ground Northward and the Common Westward and the flags which is Common land boundeth it up to Thomas Osburnes meadow and it is bounded Southward by Thomas Osborne's meadow also.

Book A, page 51½.—The Records of the allotment of John Hand Senior, granted by the Town of Easthampton to him, his heirs or assigns forever containing a three and twenty acre lot viz; the home lot and plains, with all privileges and appurtenances belonging to such an allotment as followeth:

Imprimis the home lot with the addition containing nine acres more or less bounded with John Strettons' land North

and the street East and South and the Common West, the which addition land was exchanged with the Town for to make a highway of some part of it, and they have twelve acres and a half more or less of the Town granted to them which land is laid out Westward of Waynscut Pond.

Upon the fourth division of land in this Town there being some debate between the Town and the proprietors of the the allotment of John Hand Senior, concerning some land that formerly did belong to Fulcke Davis his allotment which the aforesaid proprietors declare that their father did purchase from and of the said Fulk Davis, and it is now agreed between the Town and the aforesaid proprietors and that as a final conclusion in the business that the aforesaid allotment being at first but an eighteen acre lot and the Town having made it a twenty acre and a half allotment and Roger Smyth having procured some part of the allotment it is appointed that he is to have thirteen acres of the allotment according to proportion and the other seven acres and a half to remain to the aforesaid proprietors of John Hand senior.

BOOK B, page 14.—The Records of the land of Joseph Hand to him and his heirs forever.

Imprimis, a house lot containing six acres being his father's second home lot be it more or less, bounded with the Common North and Thomas Talmage East and the street South and Thomas Tomsons' lot West.

Secondly, one parcel of woodland being formerly John Miller's addition containing six acres and a quarter be it more or less, bounded with the street West and John Millers' home lot North and Roger Smithes addition East and John Osburne's lot South.

Thirdly, one parcel of land on the old East plain containing five acres be it more or less bounded with the highway

North and Samuell Parsons East, and the beach South and William Edwards' lot West. This is sold to Ben. Concklin.

Book B, page 30.—The Records of the allotment of Stephen Hand granted by the Town of Easthamptoa to him and his heirs forever, which contains a thirteen acre lot with all privileges and appurtenances belonging to such an allotment as followeth :

Imprimis, the home lot with the addition containing thirteen acres and an half be it more or less bounded with John Hand's lot North and the street East and the Common South and West.

Secondly, one parcel of land in the mill plain containing four acres be it more or less bounded with the highway North and South, and Thomas Osburne juniors' lot East and William Fithins lot West.

Thirdly, one parcel of land more in the mill plain containing one acre and an half be it more or less, bounded with the highway North and South and Jeremiah Meachem's lot East and Mr. Bonds' lot West.

Fourthly, one parcel of land more within the mill gate containing five acres be it more or less, bounded with ——

One parcel of meadow in Accobancock neck containing four acres be it more or less, bounded with Nathaniell Bishops lot on the one side and John Osburnes' on the other side.

One parcel of meadow in the great meadow in the second division containing two acres and an half be it more or less bounded with Nathaniell Bishop's lot on the one side and John Osburnes' on the other side.

BOOK A, page 54.—The records of the land belonging to Steven Hand granted by the Town of Easthampton to him,

his heirs or assigns forever, containing a thirteen acre lot with all privileges and appurtenances belonging to such an allotment as hereafter followeth, meadow ground excepted.

Imprimis, the home lot and addition with that land that was the highway next to Mr. James his land which he procured of the Town all which aforesaid land being fifteen acres more or less bounded Norward by Thomas Dyamends' land and Southward by land that doth belong to Mr. James and the highway or street Eastward and the present Commons Westward.

2ly. One parcel of land more on the great plain containing one acre and a half more or less bounded by Thomas Osborne on the West and John Stretton East and the highway North, and the beach South.

3ly. One parcel of land more at Wainscut containing twenty acres and a half more or less bounded by a creek that runneth into Georgica pond North and Georgica pond East and the highway West and some part of it Southward by the beach.

4ly. One parcel of land more Eastward being seven acres and a half of land more or less in or near the Two Mile Hollow which was part of his father's second division of land and bounded by the highways North & South & West & John Kirle his land Eastward.

5ly. One parcel more of land upon the Norwest woodland plain containing fifteen acres and a half more or less bounded by Steven Hedges on the one side and Thomas Osborne on the other side and the highway at one end and the highway and Common at the other end.

As also two acres more at Georgica by the first creek in the second neck.

And also one piece of land given to him by the Town that lieth in the woods Westward of his own home lot and addi-

tion and containing ten acres and bounded at present by the Commons round.

Also one piece of meadow given to him by his father John Hand senior, in his life time and it is in Accabonock neck containing four acres more or less bounded by Nathaniell Bishopp Southward and John Osborne Norward the creek Eastward and the common woodland Westward.

Also one piece of meadow more in Accobonock great meadow in the second division given to him by his father in his life time, containing about two acres more or less bounded by Nathaniell Bishopp on the one side and John Osborne on the other side.

One piece meadow more at Napeake granted to him lying at the farther highland and it containeth about one acre more or less & bounded by Mr. Scallenger on the farther side toward the Southeast.

BOOK B, page 16.—The Records of the Allotment of the Widow Hand granted by the Town of Easthampton to her & her heirs for ever containing a three and twenty acre lot viz: home lot and plains with all privileges and appurtenances belonging to such an allotment as followeth:

Imprimis, the home lot with the addition containing nine acres be it more or less bounded with John Straton's lot North and the street East and South and the Common West.

Secondly, one parcel of land on the great plain containing six acres be it more or less bounded with the highway North and South and Mr. Baker's lot East and Thomas Osburnes' lot West.

Thirdly, one parcel of land on the East plain containing seven acres be it more or less bounded with the highway North & South and John Parsons lot West and Jeremy Mchem's lot East.

Fourthly, one parcel of land more on the East plain containing two acres and an half be it more or less, bounded with the highway North & South and Thomas Osburne, senior, West and Samuell Parsons' lot East.

Fifthly, one parcel of woodland lying Eastward containing thirteen acres three quarters be it more or less, bounded with the highway North & South and George Millers lot West and Thomas Chatfield's lot East.

Sixthly, a second home lot containing six acres be it more or less, bounded with the street North and Stephen Hands' lot East, the Common South and Robert Dayton's lot West.

One parcel of meadow at Napeage containing nine acres be it more or less, bounded with the Common on the one side and Stephen Osburne's lot on the other.

One parcel of meadow more at Napeage containing two acres be it more or less, bounded with Mr. Bonds' lot on the one side and Stephen Osburnes' on the other.

One parcel of meadow more in the first division at Accobanock containing four acres be it more or less, bounded with Nathaniell Bishop's lot on the one side and John Osburne's on the other.

One parcel of meadow more in the Norwest containing four acres be it more or less, bounded with Nathaniell Bishop's lot on the one side & John Osburne's on the other.

Book A, page 63.—The Records of the land that doth belong to Thomas Hand in the Town of Easthampton given and granted unto him by his father John Hand Senr, deceased as hereafter followeth :

Imprimis, four acres more or less upon the Eastern plain, bounded by the highways North & South and John Strettons' land East and John Kirles' land West which land the said John Kirle had of Thomas Hand in exchange for land at Waynscut.

Also one parcel of land upon the Eastern plain beyond the Indian well, containing four acres more or less, bounded West by Richard Brooks', and East by John Kirle's land.

And three acres of meadow at Napeake more or less bounded by the Harbor Norward the sandy ground or beach South, Richard Stretton's land West and John Wheler's land East.

Also one parcel of land more at Waynscut containing ten acres more or less bounded by Jeremyah Myller North and Thomas Dyament South, the highway & Waynscut pond East and the Common land between Southampton & our line West.

And one parcel of land more at Wainscut containing eight acres more or less part of which land he had of John Kirle in exchange for land above mentioned upon the Eastern plain and bounded by Jeremyah Myller South & Thomas Dyament North and the present Common East and West.

Also one acre of meadow that did belong to Thomas Hand at Accobonock which John Kirle had of the aforesaid Thomas Hand in exchange between them in respect of part of the aforesaid eight acres.

One parcel of land more at Waynscut which he had of Thomas Dyament in exchange for a house and land at Georgia as by a bill of sale more fully may appear, which land at Waynscut containeth twenty acres in all more or less part of it being bounded by the highway East and James Hands' land East and his own land North and James Hand's land South and the present common land between Southampton & Easthampton line West, and the other part being bounded by his own land South and the present Common Northeast and West.

One parcel of meadow land at Norwest containing four acres more or less bounded by Thomas Osburne Senr. Norward and Nathaniell Bishopp Southward, the creek Eastward and the swamp Westward, Whereas there is in above men-

tioned Jeremy Myllers land as bounding some of the afore mentioned land belonging to Thomas Hand it is to be understood that the land did and doth belong to the allotment of George Myller deceased, who was the father of the aforesaid Jeremyah Myller.

Book A, page 29.—The record of the meadow land laid out to Samuell Hedges in the ninth division which land said Hedges purchased of John Hoppin at Napeag in six several parts or parcels viz: two acres and quarter by Napeag harbor.

Three quarters of one acre more or less near the harbor's mouth.

One acre and half joining to the fresh pond more or less Westward of said pond.

Half one acre Westward of John Evans, more or less.

Two small bits or parcels, both containing half one acre more or less towards the mouth of the harbor.

Two small parcels Northward of William Edwards his meadow, both containing half one acre more or less, as it was laid out by the layers out appointed for that service.

The above said is a true record as it was given in to me by the layers out of said land.

Attest CORNELIUS CONKLING,
Town Clerk.

CLERK'S CERTIFICATE.

—:0:—

This is to certify that I have myself compared this volume one of the printed Records of the Town of East-Hampton, N. Y., or caused it to be compared, with the original manuscript Records in my office, and that the printed copy is the same as the original, *errata* excepted, and except also that abstracts have been made of some documents written in exceedingly verbose and technical language; but in all these cases the fact is indicated that only abstracts are printed, these, however, give all names, dates, amounts and boundaries mentioned in the original entries.

JOSEPH S. OSBORNE, Town Clerk.

EAST-HAMPTON, March 4th, 1887.

ERRATA.

—:0:—

- Page 16, Last entry, read 1681 for 1651.
“ 35, 13th line, read denied for desired.
“ 38, 7th line, read 12 for 13.
“ 38, 25th line, read 15S for 15.
“ 81, 18th line, read to the clay.
“ 83, 20th line, read & his for nis &.
“ 287, 28th line, read 5th for 6th.
“ 312, 5th line from bottom, read Kath for Ruth.
“ 350, 13th line, read leave for have.
“ 394, 9th line, read Comons for Bomons.
“ 460, 1st line, last entry, read Eliakim for Eliakine.
“ 461, 1st line, last entry, read 86½ for 68½.

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