

THE FIRST

Book of Records

OF THE

Town of Southampton

WITH OTHER

ANCIENT DOCUMENTS

OF HISTORIC VALUE,

Including all the writings in the Town Clerk's office from 1639 to 1660; transcribed with Notes and an Introduction by Wm. S. Pelletreau, and compiled by the undersigned Committee, chosen at Town Meeting, April 1st, 1873, and published at the expense of the Town, by its authority.

HENRY P. HEDGES,
WM. S. PELLETREAU,
EDWARD H. FOSTER.

JOHN H. HUNT, Book and Job Printer,
Sag-Harbor, N. Y.

1874.

The mission of the Historic Division of the Town Clerk's Office is to preserve and protect the Town of Southampton's historic holdings for generations to come. The few copies that we have of our original editions of the Record Books of the Town of Southampton are now in need of preservation.

In addition to preserving our Town's record books, our goal is to provide improved access to those people that are interested in exploring the wonderful history of the Town of Southampton. Technological developments have allowed us to scan the originals in order to reprint each volume and also to post them on our website offering new search capabilities that have not been available in the past.

Respectfully yours,

Sundy A. Schermeyer, Town Clerk



CERTIFICATION

State of New York)

) ss.:

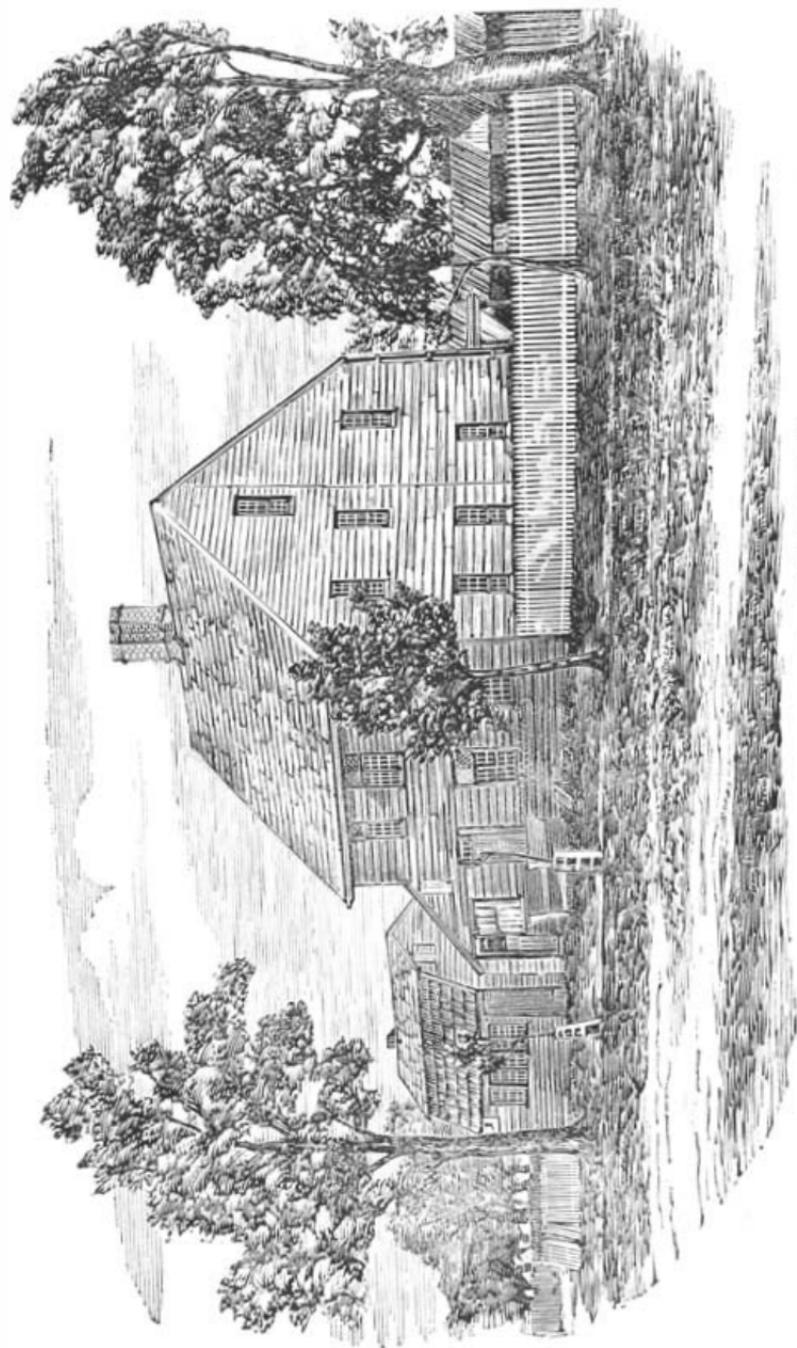
County of Suffolk)

Office of the Town Clerk
Southampton, New York

This is to certify that I, Sundy A. Schermeyer, Clerk of the Town of Southampton, in the said County of Suffolk, State of New York, have compared the original *First Book of Records of the Town of Southampton, Long Island, N.Y.* dated 1874 held in the Town of Southampton's Historic Division of this office and certify that this is a correct transcript of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this *2nd day of January, 2009*.

SUNDY A. SCHERMEYER
Clerk of the Town of Southampton



THE OLD PELLETREAU HOUSE.

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PUBLISHER'S NOTICE.

In presenting this work to the public, we do it with a full sense of its incompleteness as a first class job, from the fact that it must go forth from the press as a poor specimen of that workmanship which the present time and facilities demand; for this reason, chiefly, among others, that to follow the ancient spelling and general get up of old documents of over 200 years ago, with their total disregard of punctuation, capitalizing, grammar, etc., it is next to impossible to make a work look well, to say nothing about its perfect antagonism to all modern rules of printing.

That the work is a true copy of the original documents now in the Town Clerk's office we have no reason to doubt, as the manuscript was prepared under the supervision of the Committee appointed for that purpose, and the proof sheets corrected by Wm. S. Pelletreau, Esq., a former Clerk of the town, who has had the general charge of the work.

With this brief explanation and apology, we present the work to the general reader, giving below a copy of the resolution authorizing the same.

Respectfully Yours,

JOHN H. HUNT, Publisher.

COPY OF RESOLUTION

passed at the annual meeting of the electors of the town of Southampton, N. Y., April 1st, 1873, as recorded in minutes of said meeting, on page 28, Liber D., Records of the Town of Southampton, N. Y.

RESOLUTION:

"After discussion, the motion that a committee of three, to consist of the Hon. H. P. Hedges, copy, and cause to be printed the first book of Town Records, and such other documents of historical value as they may consider advisable, at a cost not exceeding \$150; was adopted."

The above resolution has been compared with the record of above named minutes, and found to be a correct copy of the same.

Dated at the Town Clerk's Office, in Southampton, N. Y., March 9th, 1874.

E. H. FOSTER, Clerk.

To the memory of **Henry Pierson, Town Clerk, (1653-1669,)** to whose faithful pen we are indebted for a large part of our knowledge of the early history of the town, but who, while giving us much information about other men, has left us very little concerning himself; and as no tombstone marks his last resting place, may this humble notice be his Memorial and Epitaph.

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THE OLD SAYRE HOUSE.

INTRODUCTION.

The period at which this town was settled is famous in the History of England. The Revolution had already begun that was destined to shake the throne of a thousand years, and by overthrowing the superstitious veneration that ascribed to royalty a divine right to rule, prepared the way for a higher degree of constitutional liberty; the storm was gathering that was soon to burst upon the head of the monarch who had labored to destroy the rights of his people, and although his execution was a shock to the prejudices of the age and in the end proved a blow to the cause of freedom, yet from that day to the present the liberties of England have been based upon surer guarantees and supported by firmer pledges, than her rulers ever gave when their power was weak, and broke when their hands were strong.

Yet it is admitted that the Revolution of 1640 was not caused by any physical sufferings. The general condition of the laboring classes in England at that time was far superior to that of the same class in other lands; the question of right for which Hampden fought and fell was one that affected so little connected with physical evils that one of the greatest of English statesmen has not hesitated to declare that the whole cause of the war was that the "imagination of the nation rose against the government." Philosophers of this class will see little excuse for the heroic struggles of Puritan and Huguenot; a little sacrifice of conscience, a little yielding to the powers that be, would have enabled them to live a quiet life and die a peaceful death: but he has studied the records of the

past to little purpose, who has not seen that the noblest pages of human history tell the story of men who died when they might have lived, and suffered when they might have rejoiced.

The troubled condition of the old country was the principal cause of the settlement of the new world. Safe in their home in the wilderness, the war that swept the length and breadth of their native land, was known to the self-exiled band only by rumors that were few and far between ; it was to them what the roar of the wintry wind is to one seated by a happy fireside, and the overthrow of one government and the setting up of another no more disturbed their quiet repose, than the storm that rages on the ocean without can destroy the tranquility of the sheltered harbor.

We will not attempt to recount the story of the founding of our native town ; the work has been done by abler hands than ours ; but it is our task in transcribing these records of the past, to rescue from destruction the little that remains of what is fast becoming an age of fable. That nations whose beginning is lost in the mist of ages should ascribe to their founders a supernatural origin and superhuman powers, cannot excite our surprise, when we find the descendants of our first settlers firm in the belief that their ancestors were endued with greater powers of body, a higher degree of health, and longer lives, than are granted to men of the present day. A careful perusal of these records will expose the fallacy of that blind worship of the past, so ably rebuked in Sacred Writ by the wisest of men, and show clearly that many an admirer of the good old times, if they should return, would find himself much the worse off for their coming.

When the first settlers arrived they found the island inhabited by a race whose origin is wrapped in utter obscurity. From the little that is found in these records concerning them, it appears that the whole extent of what is now the town of Southampton was owned by the Shinnecock tribe of Indians, who were divided into many small bands, and were living in villages that were without exception situated near the different creeks

or branches of the bays, forming so important a part of the geography of the town. Their nature and habits rendered it impossible for them to live in large communities, and although their traditions speak of their being once as numerous as the leaves of the forest, yet it is exceedingly doubtful if the tribe in its best days ever numbered two hundred fighting men. Their hardihood, bravery, and powers of endurance, in short, all the good qualities that they possessed, have been magnified to the utmost extent by the writers of romance, and it is a popular belief that they were free from most of the physical ills that shorten the life and embitter the existence of civilized men. Yet a little thought will at once dispel this illusion. Utter ignorance of medical knowledge, homes that at the best were but a poor protection from the elements, food of an inferior quality, badly cooked, often in insufficient quantities, and too frequently a total deprivation of it, these must have had the same effect then that they would have now. That they were hardy none can deny, for none but robust constitutions could endure their manner of life, but that they possessed any natural superiority of mind or body, or enjoyed any immunity from disease, may be believed by the novelist, but is not to be credited by the philosopher or historian.

Although the land was honorably purchased of its aboriginal owners, yet the settlers never saw a moment's rest for fear of their dreaded neighbors. In the field a guard was kept; at night none knew at what hour the alarm would sound; to meeting on the Lord's day they went as men prepared for instant war; every male from sixteen years of age to sixty was a soldier enrolled in the ranks; and in proportion to its population the town could boast of a larger standing army, armed and equipped, than any nation on the surface of the globe.

Those who believe that the settlement was formed entirely of God fearing and virtuous men, will find in these pages much that will fail to support their views. When we see that it was found necessary to build a prison at a very early date; when the stocks and whipping post occupied a prominent position in

our village, and, to judge from the records, neither suffered from want of use; when petty law suits were far more frequent than at present; when we find stringent laws passed against lying, drunkenness and kindred crimes, the question naturally arises: when was this age of purity that people boast of? The truth is that while there was here one class that may have been sufferers for

the world was not worthy, there were also among them those who came to this country simply to better their condition, and others still who evidently belonged to those who "leave their country for their country's good." But we think no unprejudiced mind can read these records without being convinced that the bone and sinew of the new settlement were men who, from their sound judgment and constant appreciation of the duties they owed to God and man, are worthy of all the respect and admiration that posterity can bestow.

At the very first stage of the enterprise our fathers saw the need of established law. Magistrates were elected (generally three in number) who were looked upon with a degree of veneration that the modern occupants of the office can scarcely hope to obtain. The entry on page 24 will show the origin of the various courts whose actions form so large a part of the present volume. The Justices held their ordinary courts very much as they are held at the present time, but all affairs of any consequence to the town in general were decided at the Quarter Courts, and in almost every case where the General Court is referred to, the Quarter Courts are meant. These were composed of the freemen of the town, and all of them were duly notified to attend; the Magistrates presided, witnesses were examined, the case fully discussed, and the question decided by a plurality of voices; those who failed to attend were fined, and all present were required to vote.

And in connection with this, one peculiarity of our ancestors may deserve a passing notice; the high value they placed on office and its honors. If a man was so fortunate as to become a Justice of the Peace or a Captain in the Militia Company, he

was sure to make use of the title upon all possible occasions while living, and it would be placed with pious care upon his tomb-stone after he was done with this world and its glories. It would seem like one of the strange inconsistencies of human nature, that a class of men who are supposed to be dead to worldly fame and careless of earthly greatness, should be almost infatuated after such little titles as Mr., Captain, and Esquire.

A little thought, however, will perhaps explain the discrepancy. Love of power may be considered one of the inherent qualities of human nature, and, in their own country, the men whose labors are here recorded, were of a class who could never expect to be known to fame, or attain to dignity. Stars and orders were not for them, the insignia of nobility were far beyond their reach, and men can easily affect to despise what they can never hope to possess. But in the land of his adoption, a change awaited him. The man who in his native land was looked upon as a schismatic by the church and a revolutionist by the state, suddenly found himself transformed into a peer of a new realm, one of the inhabitants of a social world so small that his presence or absence was a thing of the utmost importance to the rest of the body politic; the highest offices of the little Commonwealth were within his reach. To be a magistrate of the infant colony was relatively as high as the loftiest judicial position in the gift of the English crown; and the Captaincy of its little band of soldiers, was a post as important as a Major Generalship in the British army.

As the town was founded by men who had suffered from religious persecution, it may readily be supposed that the formation of a church would be one of the first things to which they would turn. To erect a house for worship seems to have been one of the first public labors undertaken by the community. The peculiarities of Puritan belief and practice an inexhaustible theme for the pen of the essayist and historian, and certainly no class of men ever lived whose thoughts and acts were more influenced by considerations connected

with the eternal world. In such a state of society the preacher of the Gospel would naturally hold a very important position, but his social influence was based upon the fact that he was the only educated person in the community. In a place where only one man can read and write, that man is an oracle, but where all can boast of these accomplishments no one can claim any precedence from the possession of them. Any boy who now attends an Academy with any desire to learn, can obtain without leaving his native town, an education that the graduates of Cambridge or Yale could not gain at the time those institutions were founded. The worst enemies of Puritanism cannot deny that the ministers of the new Colonies were men of blameless life and good ability, and though in some cases their minds were clouded by the prejudices and bigotry of the age, they strove by every action "to point to brighter worlds and lead the way." It is pleasant to be able to record the fact, that while the history of many towns on Long Island show instances of religious persecution, especially in the case of the Quakers, the records of this town are nowhere stained with blood. The enrious code of laws found on page 18 of this book were never enforced to their full extent. The original is supposed to be in the hand writing of Abraham Pierson, the first minister, and bears internal evidenee of having been written at the earliest period of the settlement, but the settlers of the new world soon found it necessary to enact laws more adapted to the circumstances of the community, and thus originated the sarcasm so frequently heard that the Puritans agreed to be "governed by the laws of God until they had time to make better."

The town at an early
mitted to settle here who were not acceptable to the majority of the inhabitants. This doubtless prevented many from becoming residents, who, had they settled here, would have been liable to persecution for their religious views. To suppose that the founders of this town were at all in advance of their age, and too enlightened to entertain the thought of controlling the re-

religious views of their neighbors, may be believed by their descendants but is not supported by facts. Civil and religious liberty has been a thing of slow growth, and we ought not to be surprised that a darker age, and a more ignorant community, should have thought the jail and the whipping post were the proper place for Quakers, and that the best way to stop a heretic's tongue was to put a hole through it with a hot iron.

The history of the world shows that extremes both of thought and action follow each other, thought and speech are now untrammelled, and sentiments can be freely expressed, that would once have insured a violent death to the one who uttered them.

The belief of our ancestors was the strictest Calvinism, and this creed is still the faith of most of their descendants. That all things that are were fore-ordained from the beginning of the world, and that every act of man was a link in an endless chain planned by Eternal Wisdom, was something that to them admitted of no doubt. Their belief in the divinity of our Lord was not to be shaken. To them Christ was something more than "the best of all good men," something more than a teacher sent from God, something more than an impostor who betrayed the confidence and worked upon the credulity of his followers. He was to them the Son of God, born in the likeness of his Father's glory, and we may readily suppose that they would have no sympathy or charity for the modern so-called "Liberal Christianity" that considers Paul and Plato, Christ and Socrates, Peter and Andrew Jackson Davis, equally divine and equally entitled to reverence.

But in one respect there has been such a remarkable change in the manner of presenting Bible doctrines, that we cannot forebear to notice it at length. No one who is at all acquainted with the sermons of that period can fail to observe the stress that is laid upon the two doctrines of the Resurrection and the day of Judgment. The time and talent spent in the attempt to reconcile the doctrines of Election and free will, was more than equalled by that employed to find the time of the coming of the Son of Man, and in expatiating upon the events of the last

great day. The darker parts of Scripture, the prophecies of the Apocalypse and Daniel, were searched, not only with that eager curiosity that has in all ages prompted men to endeavor to lift the veil that hides the future, that caused the ancients to resort to oracles, and induces some in modern times to put faith in "spirit rappings," but with the spirit that actuates men in whose minds hope and expectation hold equal sway, and as men are generally inclined to believe what they wish to be true, it seems to have been the common belief that the time was nigh at hand.

The reason for this may be found in the entirely different circumstances surrounding the two classes of men. Compared with the past, the present is emphatically an age of ease and luxury, and men who have their good things in this life, and whose every wish is gratified as soon as it is expressed, can hardly be expected to have any very ardent longings for the coming of the Judgment Day, or to dwell with much delight upon its certainty. With our ancestors, the case was vastly different. The Puritan wished for nothing better than to stand before an impartial Judge, and meet as his accusers the bigoted James and Charles, and the profligate Roehester and Buckingham. It was an ordeal they had no reason to dread, a contest in which they were sure to come off victorious. They could hope for mercy from God, who never received it from man, and there was justice in Heaven's tribunal for those who failed to find it in earthly courts.

The question of Proprietor rights is one that has been a fruitful source of contention and the cause of expensive law suits. The publication of these records will throw much light upon this vexed subject. We learn from them that all the territory east of Canoe Place and west of a "place or plain called Wain-scott," was sold to the persons named in the Indian deed, for a consideration duly paid. This tract was therefore owned by them as undivided property, and the share that each possessed was in proportion to the amount paid by him. If a person who was acceptable to the majority of the inhabitants wished to

settle in the town, a home lot and farm was frequently granted to him, generally, however, with the condition that he was to remain and improve the same for a term of years. Persons who understood useful trades were thus encouraged to become members of the new settlement, and in many instances a share in the undivided property, or, as it was called, "a right of commonage," was granted to them. All that was not actually disposed of in this manner was justly supposed to belong to the original purchasers and their heirs. As a few pounds were sufficient at that time to buy a "right," almost every one who came to settle in the place availed himself of the privilege, and so the proprietors and the townsmen were almost identical: still it was well understood that none had any claim to the public lands who had not purchased a share in them. A list of the proprietors, with the amount of their respective rights, was carefully kept; and when from time to time large tracts of lands were divided, each tract was carefully surveyed and divided into as many lots as there were 150 pound allotments in the town,* the proprietors were duly notified of the completion of the work and warned to be present at the time of drawing, and on the day appointed each drew his share by lot. The number of allotments was 41, and the whole number of proprietors 47.

Although the number of allotments was never increased to any great extent, yet from various causes the number of proprietors in course of time became very great, some of them owning but a small fraction of a share; still their right was fully recognized, and it was not until they began to lay claim to all lands under water, and attempted to control the fishing privileges, that any serious controversy arose between them and the town at large. At length, by carrying their claims to the farthest extent allowed by theory, they prejudiced even their just rights, and in 1818 the word Proprietor was another name for grasping, unscrupulous avarice.

As the undivided lands diminished in quantity, the value of a

* The origin of the 150 pound allotments will be found on page 50 of this work.

share became less, and at the present time a proprietor right, once so important, is little more than a name.

We have reason to believe that a school was established in Southampton at a very early date. The records to the year 1655 are in the hand writing of Richard Mills, who styles himself "school master," and probably acted in that capacity from the time of the settlement. What at that time was called a school, can hardly be compared with the institutions of the present day; the branches taught were few in number, and the instruction exceedingly limited. Almost all required of the school master was that he should be a fair penman, and possess a tolerable knowledge of Arithmetic. Geography, Grammar and other branches now considered essential were not taught at all, books were not easily obtained, and the instruction was mostly oral. To read and write and learn the fundamental rules of arithmetic was all that was considered necessary, and the "Rule of three" was to most of the scholars the boundary of mathematical knowledge.

The master himself held a high position in the town from his superior knowledge. His narrow income was often increased by small sums received for writing deeds and other legal documents. A sick man would send for him to make his will, and he would be called upon by town officers to assist in adjusting town accounts. If he could sing, his fortune was made, and he would always be a welcome addition to all social gatherings.

Witchcraft, that caused so much alarm in New England, and was the source of one of the most painful episodes in American history, never seems to have disturbed the quiet of the town; the only reference to it is found in 1667 when a person is persecuted for slander in asserting that a certain woman had bewitched him: it seems to have excited little attention, but it is to be feared that nothing was wanting but favorable circumstances to cause such scenes as made Salem so notorious in history. The belief in Witchcraft may have been absurd, but it was certainly universal; the dread of its influence may have been groundless, but it was certainly unfeigned; men can hardly be blamed for

taking such precautions for their safety as the united voice of the age considers necessary, and our ignorant ancestors may be pardoned for believing what the greatest of British jurists never ventured to doubt.

With the year 1660 the era of the settlement may be said to end; the new enterprise was no longer an experiment, but established upon a firm and sure foundation. The Indian tribe, that had been a source of constant alarm, were no longer regarded with that dread that made every house a castle, and every man a soldier. The brief period of Dutch government only bound them faster to the mother country to which they were united by the ties of blood. The day of their probation was ended, and it will be well for ourselves and those who may come after us if, in the hour of peril, Heaven shall grant us hearts as bold and hands as strong as those with which the fathers met all the storms of fate.

And it is a feeling of profound respect for the memory of the Puritans, deep appreciation of their labor in behalf of human freedom, veneration for those institutions that are the blessing of the earth as it is and the glory of the world as it is to be, that has prompted one who is of a different race, and can claim no kindred with the names that are written in this book, to collect with jealous care the fragments that time has spared, and preserve this history.

The editor wishes to express his obligations to the Rev. G. R. Howell for much valuable assistance in preparing this work for the press.

WILLIAM S. PELLETREAU.

SOUTHAMPTON, March 1st, 1874.

ERRATA.

—:0:—

24th page, 9th line from bottom, for CRLI read call.

26th page, 31st line from top, for NITE read into.

27th page, 2d line from bottom, for AOWE read Howe.

35th page, 16th line from bottom to be omitted.

49th page, 11th line from bottom, for FOEMAN read freeman.

54th page, in note at bottom, ISAAC WILLIAMS should be
I. Willman.

65th page, 12th line from top, 15 October should be 25
October.

109th page, 2d line from bottom, for STANES read stands.

119th page, 5th line from top, for WEE read were.

138th page, 3d line from bottom, for OFFEARE read appeare.

The Disposall of the Vessell.

MARCH 10, 1639.

In consideration that Edward Howell hath disbursed 15 lb. and Edmond ffarington 10 lb., Josias Stanborough 5 lb., George Welbe 10 lb., Job Sayre 5 lb., Edmond Needham 5 lb., Henry Walton 10 lb., and Thomas Sayre 5 lb., Itt is Agreede vpon that wee, the forenamed vndertakers haue disposed of our severall pts of our vessell to Daniell How. In Consideracon whereof hee is to transporte them so much goods either to them their heirs, executors and Assignes, (If they shall desire it,) as their Seuerall Somme or Sommes of Monney Shall Ammonnt vnto, and moreover, to each of those persons Aboue named, or their Assignes, he shall transporte to each man A person and A tunne of goods free. But in case that any of the forenamed Persons shall not haue occasion for the transportacon of soe much goods as his money shall Ammount vnto, that then the said Daniell is to make them payment of the remainder of the monney by the end of two yeares next ensueing the date hereof, and likewise this vessell shall be for the vse of the Plantacon, and that the said Daniell shall not sell this vessell without the consent of the Maior pt. of the Company. And that the vessell shall be redly at the Towne of Lynne to Transporte such goods as the Aforesaid vndertakers shall Appoint, that is to say, three tymes in the yeare. furthermore, if In case that any Person or Persons shall not haue occasion to Transport any goods that then the said Daniell is to pay them their Somme or Sommes

of Monney together with Allowence for A tunne of goods and A person within the tearne of two years next ensuing the date hereof, And for the full performance of * * * said Daniell hath* our [THREE LINES GONE] flurthermore where as it is expressed formerly that the vessell shall come to our Intended Plantacon three tymes in the yeare, we thought good to expresse the tymes, viz: the first Moneth, the fourth moneth and the eighth moneth.

flurthermore ffor the rates of persons, goods and chattell, if there proue any difference betweene vs, the vndertakers and the Said Daniell How, that then it shall be reffered to two men whome they and he shall chuse

ffurthermore for as much as Allen Bread, Thomas Halsey and William Harker Arc by the Consent of the company come into and party vndertakers with vs, we Edward Howell, Daniell How and Henry Walton have consigned three of our pts. that is to each man A howse lott, plantinge lott and farne answerable to the rest of ye vndertakers for their disbnrsement of five pounds A man to vs the aboue said vudertakers, That is to say whereas Mr. Howell had 3 lotts he shall have but two, and Daniell How for 3 lotts shall have bnt two and Henry Walton for 2 lotts shall haue but one.

EDWARD HOWELL,
DANIEL HOW,
HENR. WALTON.

Forasmuch as wee, Edward Howell, Edmoud ffarington, Edmond Needam, Daniel How, Josias Stanborough, Thomas Saire, Job Saire, George Welbe and Henry Walton & Thomas Halsey, Allen Bread and William Harker haue disbursed ffourscore pounds for the settinge fforward A Plantacon and in regard wee have taken vpon vs to transporte at our owne prop costs and charges all such persons as shall goe. at the first voyage when those of our company that are chosen thereunto shall goe upon discouery and search and to beginne and settle a plantacon. and further more, in regard all such persons see goeing upon our acount, haue in our vessell the ffreedom of half a

towne of goods a person it is thought meete that wee the fore-named undertakers should not at any tyme nor tymes hereafter be lyable to any rates, taxes or Impositions, nor be putt vpon any fenceing, building or meeting house, erectinge fortifications, buildinge of bridges, prepairinge highways nor otherwise charged for any cause or reason whatsoever during the tyme of our discontinuance in our Intended Plantacon except yt in the fenceinge in of plantinge lotts, euery man shall with his neighbors fence or cause to be fenced by the first day of April weh shall be 1641.

ffurthermore because the delayinge to lay out the boundes of townes and all such land within the said howndes hath bene generally the ruin of townes in this conuntry, therefore wee the said vnderakers haue thought good to take vpon us the dispose of all landes within our said bowndes soe yt yt weh wee lay out for A house Lottshall at all tymes from tyme to tyme here after continue to be A. house lott and but one dwelling house shall be builded vpon it, and those lotts yt wee lay out for plantinge lotts shall not at any tyme nor tymes hereafter be made house lotts whereby more Inhabitants might be received into our said Plantacon to the oner chargeing of Commons and the Impoverishinge of the towne, and yt alsoe what is layed out for commons shall continue commons and noe man shall presume to Inehroach vpon it not so much as A handes breadth, and what soever we lay out for farmes shall so remaine for after tyme, and ye dispoall of all such lands soe layed out shall be at all tymes and from tyme to tyme hereafter at the will and pleasure of vs, the vnderakers, or executors, administrators and assigns, [3 LINES GONE,] and alsoe. who soever selleth his Accommodations in the towne shall sell howse lott and plantinge lote or lotts and meadow Intirely and if hee sel his farme he shall not deuide it but sell it together, viz : his ffarme Intirely and his Accommodations in ye Towne Intirely. Morcouer whosoever cometh in by vs shall hould himselfe satisfied with four Achres to an howse lott and twelue achres to a plantinge lott and soe much meddow and vpland as may make his Accom-

modacons fifty achres, except wee, the said undertakers, shall see cause to Inlarge that proportion by A tarme, or otherwise. Furthermore noe person nor persons whatsoever shall challenge or claime any proper Interest in seas, riners, crookes, or brooks howsoever bounding or passing through his grounde but freedom of fishing, fowling and navigation shall be common to all within the bankes of the said waters whatsoever.

And whosoever shall fell any tree or trees in high wayes, is either to grubb them vp by the rootes or else to cut them smooth up euen by the groundc, and take the tree or trees out of all such highways. And whosoever felloth any tree or trees in the commons shall either carry away the body or bodies thereof with yo Aptnances or else sett or lay it up on heapes soe as the pasture for chattell or passage for man or beaste may not have any Annoyance. Likewise noe person nor persons whatsoever shall fell or lopp or carry away any tree or trees, firewood or otherwise, off or from any lott or lotts whatsoever for as is the lande so shall ye Aptnances bee every mans owne peculiar property.

Neither shall any person make or use any highwayes, paths or otherwise ouer any persons howse lott, plantinge lott or meadow, but shall vpon all occasions use the Allowed wayes layed out for yt end.

Furthermore it is thought meete that if the said vndertakers make any Composition with any person or persons yt lay claime * * manifest his or their * * * in any part or parts in all * * of the place where god shall cause or direct us to begiue our Intended plantation * * * the [2 lines gone] And it come to pass yt wee the said undertakers shall either in our owne uames or in the names of the Inhabitants In generall promise to pay or cause to be payed any somme or sommes of money, goods or chattell, fines or rates, or the like as may hereafter be thought meete proportionably to what they Inioy and that then every person or persons Inhabitinge within the boundes of our plantation, being owners of land there, that they shall be contented and pleased to help to beare A share or

shares from tyme to tyme, and at all times hereafter, of all such payments as may be required of vs, the forenamed vnder-takers, or executors, Administrators or Assigns, and yt his or their subscribinge to these presents may be a sufficient declaration under all such persons handes, yt they doe Approoue of all the premises here specified.

Lastly, wee the said undertakers testify by these presents in our admittinge of Inhabitants to our Intended plantacon that wee without any kinde of reservation, leave men ffree to choose and determine all causes and controuerseys, Arbitrary among themselves, And that whensoever it shall please the lord, and he shall see it good to adde to vs such men as shall be fitt matter for A church, that then wee will in that thinge lay onrselves downe before ye constitutes there of either to be or not to bee receaued as members thereof according as they shall discern the worke of god to be in our hearts.

EDWARD HOWELL,	Ye mark of
EDMOND NEEDHAM,	EDMOND X FFARRINGTON,
JOSIAH STANBOROUGH,	JOB SAYRE,
	DANIEL HOW,
HENR. WALTON,	GEORGE WELBE,
mark of	THOMAS HALSEY,
ALLEN X BREAD,	WILLIAM HARKER,

Vndertakers.

The mark of
 THOMAS † NEWELL,
 JOHN FFARRINGTON,
 the mark or
 RICHARD O ODELL (?)

PHILIP KYRTLAND,
 NATHANIEL KIRTLAND,
 THOMAS FFARRINGTON,
 THOM TERRY,

These are to giue notice that wee, the aforesaid company of vndertakers, doe fally and ffreely give our consentt hat John Cooper shall and is admitted an vndertaker with the like full

and lymited power with our selnes in all cases yt may concerne our Plantacon.

EDWARD HOWELL,
The marke of EDMOND X FFARRINGTON,
EDMOND NEEDHAM,
THOMAS HALSEY,
The marke of ALLEN X BREAD,
DANIEL HOW,
HENR. WALTON.

A Declaration of the Company.

Know all men whome those presents may concerne yt where- as it is expressed in one Artickle that the power of disposing of lands and Admission of Inhabitants into our plantation shall at all tymes remaine in the hands of vs the said vndertakes to vs and our heirs forever, that our true intent and meaninge is that when our plantacon is layed out by those Appointed according to our Artickles and that there shall be a church gathered and constituted according to the minde of christ that then wee doe freely lay downe our power both of orderinge and disposing of the plantacon and receaving of Inhabitants or any other thinge that may tende to the good and welfare of ye place at the feete of Christ and his church, provided that they shall not doe any thinge contrary to the true meaneing of the former Artickles.

furthermore whereras it is expressed in A fformer Artickle yt the lando of ye undertakers shall at all tymes remaine ffreo from affordinge any helpe to builde meetinge house or making of bridge or bridges or mendinge of highwayes or the lyke during the tyme of their discontinuance from our Plantacon, it is thought meete that it shall take place and stand in force but

two yeares vnless there bee some good reason given for it and then those shall have land only for the third year provided that within the third year they come back againe * * * ye 4th day of ye 4th * 16— [one line partly gone.]

In Witness of these two Artickles foregoeing we have set to our bandes.

The marke of

EDMOND X FFARRINGTON,	EDWARD HOWELL,
JOHN COOPER,	THOMAS HALSEY,
EDMOND NEEDHAM,	DANIEL HOW,
HENR. WALTON,	THOMAS SAYRE,

These are to give notice that wee the afore sayd vndertakers doe tully and freely give our consent that Mr. John Gosmere shall and is admitted an vndertaker with the like full and limited power with our selues in all cases yt Concerne our Planta-tyon.

EDWARD HOWELL,
EDMOND NEEDHAM,
HENR. WALTON,
JOHN COOPER,
WILLIAM HARKER,
JOB SAYRE,

The marke of ALLEN X BREAD,
THOMAS SAYRE,

The marke of EDMOND X FFARRINGTON,
THOMAS HALSEY.

Notes to the "Disposall of the Vessell."

PREPARED BY REV. G. R. HOWELL.

1. Edward Howell came from Marsh Gibbon, in the hundred and shire of Buckingham, Eng., where in 1639 he sold the Manor of Wesbury which he held in fee by inheritance, this manor was bought by William Howell in 1536 of Robert Dormer who had it from the company of Cooks of London to whom Edward I demised it, to William who died Nov. 30, 1557 succeeded his eldest son John who died without issue in 1576, and the manor then passed into the hands of the second son Henry. From him it came to another Henry (son of the last named who in 1606 pays 20£ to the sheriff of Bucks Co. on a loan to England. Edward the Southampton colonist inherited the estate from the second Henry (who appears to have been his father according to Lipscomb's Buckinghamshire). For a genealogy of his descendants see Howell's history of Southampton.

2. Daniel How. He was one of the most influential pioneers of the settlement, and a magistrate probably as long as he was a member of the colony. He was made freeman at Lynn 1534, and Lieut. in the Ancient Artillery Co. 1638, resided in Southampton up to Oct. 1643, but was one of the founders of East Hampton in 1643, where he probably removed in 1649. Had brother Edward and son Ephraim.

3. Edward Farrington æ 47, came from Olney, Co. of Bucks, with wife Elisebeth and 4 children in 1635. (died 1671,) his wife Elisebeth was b. 1586, and children Sarah b. 1621, Martha b. 1623, John b. 1624, Elisebeth b. 1627, and m. John Fuller 1641. Edmund, Thomas, John and Edward are found on the early papers, but no evidence of aetnal residence here, except Thomas and Edward, both of whom are on the list of 1645, but not of that of 1644. Edward was here apparently in 1657, the family returned to Mass.

4. Allen Bread. Although he is named in the Indian deed, Dec. 13, 1640, it is doubtful if he remained here through the first year, he was of Lynn in 1630, and returned to Mass. 1641.

5. Wm. Harker returned to Lynn, had w. Elisabeth whodied May 21, 1661.

6. George Welhee A resident of Lynn in 1638, he did not remain in Southampton probably afer the first year.

7. Edmund Needham did not remain long, as no land appears to be recorded to him. He died at Lynn 1677, leaving children.

8. Henry Walton removed in the first or second year of the settlement, probably to Boston where a Henry W. lived many years at this period. [His name occurs in the Indian Deed, but not after. W. S. P.]

9. Thomas Newell or Newhall probably never came to Southampton. Resided at Lynn where he left descendants.

10. Phillip Kirtland came quite early to Lynn, had two sons Phillip æ 21, Nathaniel æ 19 (1635) came from Co. of Bucks, En. to Lynn, in the Hopewell 1635. He had another son John, b. about 1617, they probably returned to Mass. before 1644.

11. Thom. Tery he probably removed to Southold where the name is common and has been since the settlement.

James Farrett's Patent.

Know all men whom this present writing may concerne, thatt I James Farrett, of Long Island, Gent., Deputy to the Right honorable the Earle of Sterling, Secretary for the Kingdom of Scotland, doe by these presents, in the name and behalfe of the said Earle, and in mine owne name, as his Deputy, as it doth or may in any way concerne myself, Give and Grant free leave and liberty to Dauyell How, Job Sayre, George Wilbe and William Harker, thgether with their associates to sitt dowre vpon Long Island aforesaid, there to possess, Improve and enjoy

Eight miles square of land, or so much as shall containe the said quantity nott only vpland but alsoe whatsoever meadow marrsh ground, Harbors, Rivers and Creeks lye within the bounds or limitts of the said Eight miles, the same and every part thereof quietly and peacably to enjoy to them and their heires forever without any disturbance, lett or molestation from the said Earle or any by his appoyntment or procurement for him or any of his. and that they are to take their choyce to sitt downe vpon as best suiteth them, And also that they and their Associates shall enjoy as full and free liberty in all matters thatt doe or may concerne them or theirs or that may conduce to the good and comfort of them and theirs both in church order and civell Government, together with all the easements, conveniences and accomodations what soever which the said place doth or may afforde answerable to wt other Plantations enjoy in Massachusetts Bay. Butt in as much as itt hath pleased our Royall King to give and grant the Patente of Long Island to the aforesaid Earle. In consideration thereof it is agreed npon that the trade with the Indians shall remain to the said Earle of Sterling to dispose of from time to time and at all times as best liketh him. Oncly the aforesaid Daniel How and his copartners shall have liberty to make choyce of one man amongst them that shall freely trade with the Indians in their behalfe for any victnals within their owne plantation, bnt not for wampam. And if any of the aforesaid persons or any for them shall secretly trade with the Indians for Wampam, whether directly or indirectly with out leave or license from the said Earle or his assigns, the person or persons soe offending shall pay for every fathom so traded, to the said Earle or his assigns, the sum of twenty shillings. further itt is Agreed upon that what soever shall be thought meet by the Right Worshipful John Winthrop Esq., Governor of the massachusetts Bay, to be given to the Earle of Sterling in way of acknowledgement, as the Pattentee of the place, shall be duly and truly payed, and further more it is agreeede upon that noe man shall by vertue of any gift or purchase, by any claim to any land lyeing within the compass

of the eight miles before mentioned, but only the aforesaid Inhabitants shall make purchase in their own names and at their own leisure from any Indians that Inhabit or have lawful right to any of the aforesaid land or any part thereof and thereby assume it to them selves and their heirs as their Inheritance for ever. In witness whereof we have herevnto sett our hands and seals the 17th day of Aprill, 1640.

Memorandum, that the true meaning of Mr. Farrett is that, whereas hee hath formerly purchased certain lands in Long Island for the Earle of Sterling or him selte, that he doth by these presents fully release all claime and Interest in the land above mentioned or persons that shall sitt down upon it with all title to gouernment whether in church or Common wealth, all which is to bee clearely and fully drawne up accordinge to the true meaning of this agrcement when things shall be settled and concluded by the Right honorable John Winthrop above mentioned.

JAMES FFARETT, [L.S.]

Sealed and delivered
in Presence of

THEOPH. EATON,
JOHN DAVENPORT.



[The following document is written upon the back of James Farret's patent.]

I Winthrop within named having seariously considered of that which in this writing is reffered to my determination, although I am very unwilling to take it vpon me & as unfit also tho rather being to seeke of any rule or opproued preecedent to guide me herein, yet being called hereunto I shall express what I conceive to be equall vpon the considerations here ensueing,

viz, the land within granted being a meere wilderness and the natiues of the place pretending some Interest which the planters must purchase and they might haue had land enough gratis (and as convenient) in the massachusetts or other of the Collonies with liberty to trade with the Indians (which they are debarred from) and for that they had possessed and improved this place before any actuall claime made thereto by the Right honbbl., the Earle of Starling, or had any neede of his lordships patent, and whereas his lordship (vpon consideration I suppose of the promises) required nothing of them but in way of acknowledgement of his interest, I doe hero vpon conceive and doe accordingly, (so farr as power is given me) order and sitt downe that the Inhabitants of the tract of land within mentioned or the plantation now called Southampton, vpon Long Island, and their successors for ever shall pay yearely to the saide Earle of Starling his heirs or assignes vpon the last day of 7 ber, at Southampton aforesaid toure bushells of the best Indian Corne their growing, or the value of so much in full satisfaction of all rents and services services (the 5th part of gold and silver oare to the kings majesty reserved always excepted.) In testimony where of I have hereunto sett my hand, dated 20 (8) 1641.

JO. WINTHROP.

Indian Deed.

This indenture, made the 13th day of December, Anno Dom. 1640, betweene Pomatuck, Mandush, Mocomar to, Pathemanto, Wybbenett, Wainmenowog, Heden, Watemexoted, Cheek-puehat, the natiue Inhabitants & true owners of the eastern pt. of the Long Island, on the one part, and Mr. John Gosmer, Edward Howell, Daniell How, Edward Needham, Thomas

Halsey, John Cooper, Thomas Sayre, Edward Harrington, Job Sayre, George Welbee, Allen Breade, Will'm Barker, Henry Walton. on the other part, witnesseth that the sayed Indians for due consideration of sixteene coats already received, and alsoe three score bushells of indian come to bee payed upon lawfull demand the last of September, which shall bee in the yeare 1641, & further in consideration that the above named English shall defend vs the sayed Indians from the uniuert violence of whatever Indians shall illegally assault vs, doe absolutely & for ever give & grant & by these presents doe acknowledge ourselues, to have giuen & granted to the parties above mentioned. without any fraude, guile, mentall reservation or equivocation to them & their heires & successors for ever, all the lands, woods, waters, water courses, easements, profits & emoluments thence arisinge what soeuer, from the place comonly knowne by the place where the Indians laye over their cannooes out of the North bay to the south side of the Island, from thence to possess all the lands lying eastward between the foresaid bounds by water, to wit, all the lands lying eastward between the foresaid bounds by water, to wit, all the land pertaining to the parties aforesaid, as alsoe all the old ground formerly planted lying eastward from the first creek at the westmore end of Shinecock plaine, To have & to hold forever without any claime or challenge of the least title, interest or propriety whatsoever of vs the sayd Indians or our heires or successors or any others by our leave, appointment license counsel or authority whatsoever, all the land bounded as is above said. In full testimonie of this our absolute bargain, contract & grant indented & in full & complete satisfaction & establishment of this our act & deed of passing over all our title and interest in the premises, with all emoluments & profits thereto appertaining or any wise belonging from sea or land within our limitts above specified without all guile wee have set to our hands the day and yeare above sayd.

Memorand. Before the subscribing of this present writing it is agreed that the Indians abone named shall haue libertie to

breake vp ground for their vse to the westward of the creeke afore mentioned on the west side of Shinecock plaine.

MANATACUT, X his mark,

MANDUSH, X his mark,

WYBENET, X his mark,

HOWES, X his mark,

SECOMMECOCK, X,

MOCOMANTO, X,

these in the name of the rest.

Witnesses of the deliverie
& subscribinge this writing.

ABRAHAM PIERSON,

EDWARD STEPHENSON,

ROBERT TERRY

JOSEPH HOWE,

THOMAS WHITEHONE,

JOSHUA GRIFFITHS,

WILLIAM HOWE.



Confirmation of the Indian deed.

NOVEMBER THE 24th, 1686.

This day Appeared before me Licut. Collonell John Youngs Esq., one of his Majesties Iustices of the peace, eleven of the Cheife of the Indians of Shinecock, namely : Pungamo, Sachem, who is son and heire to the within subscribed Mandush, and quaquashawg, John man, Cobil, asport, palamecowet, wahambahaw, wiack hance, Suretrust Saspan Ahickock, five whereof being old men, Did declare before me as followeth (viz) that the afesaid Mandush Sachem and true proprietor with those Indians with him subscribed to ye within written Deed, with ye full consent of the Rest of the Indians of Shinecock & did ac-

ording to this Deed as within written sell and alienate the said lands to the English therein named and did alsoe declare that upon there certaine knowledge they knew that the within said payment for the said lands was by the said English made to the said Indians according to covenant as within expressed, to their content, and that all the forenamed Indians Did this day unanimously Acknowledge and consent unto the within written Deed accordidg to the true Intent thereof as atest my hand the day and year afesaid

JOHN YOUNGS.

We namely Pungamo Gicc Mamanamon Indian Sachems of Shinecock by and with ye consent of our people doe hereby acknowledge that ye within Written deed of sale made by our fathers and predeecessors is a just and honest conveyance of ye lands within mentioned accordinge to ye true Intente and meaning ther of as is therein bounded and expressed, and for the full confirmation of ye premises We the afore named Indian Sachems by and with the consent of our people and In there behalfe as well as for our selues and ours and their heires and sneksessors doe by these presents Ratify and Confirm the within written Deeds with all the premises therein contained to ye associates there heires and sucksessors of ye purchasers of said land within mentioned, In testimony where of we the said Indian Sachems haue Set to our hands and Seals In Southampton this Sixteenth of August In the yeare of our Lord 1703

POMGUAMO his X mark Sachem

CHICE his X mark Sachem

MAHMAN AM his O mark Sachem

Sighed Scaled and delivered

In Prescnee of

STEPHEN BOWYER

ARTHUR TORITY

BENJAMIN MARSHALL

August 16th then appeared before me the Subscribed Pom-

guamo Chice Mahman am Indian Sachems and did acknowledge this above Confirmation to be their free and voluntary act and deed

Test, JOHN WHEELER, justice

(The above Confirmations are written upon the back of the Indian deed)



When the town Records came into my hands in 1862, it was the common belief that the earliest records were lost, but upon a careful examination two rolls of papers were found which proved to be the leaves of a book, these I arranged in chronological order, (as the pages were not numbered,) and as the accounts of town meetings of each year, from 1641 were found, it is to be supposed that comparatively little has been lost, the volume thus made was strongly bound and carefully indexed, and if not destroyed by accident may last for generations to come.

This volume is now printed, and no pains has been spared to make an exact copy of the original, and nothing has been omitted. The records to 1651 are in the handwriting of Richard Mills, who seems to have acted as school master in the town from the settlement, though his name does not occur previous to 1650. In 1651 he sold his home lot to John Cooper, Jr., and removed from the town (his house lot is probably the one now occupied by the Presbyterian parsonage.) He was town Clerk in Westchester in 1661. Schoolmaster in Middleburg 1657-1660, (see O'Callaghan's Dutch Records 107, 120, 132.

The laws founded upon the Mosaic Code found on pages 3-8 (of the original book,) are supposed to be in the handwriting of Abraham Pierson, first minister of the town.

It is perhaps unnecessary to add that until 1757 the year was considered as beginning on the 25th day of March, and that

month is always mentioned as being the first of the year.

The word "page," and the number at the commencement of paragraphs denote the pages of the original volume of town Records now in the Clerk's office.

May 1st, 1873.

W. S. P.

Liber A. Town Records of Southampton.

[The first two pages here copied seem to be a fly leaf of the original book.]

PAGE 1. George Wood doth acknowledge himself to owe vnto this towne the summe of 10 pounds to be leved of his goods and Chattells lands & tenements, vnder this condition that he ye said Gearge Wood shall appeare at ye next quarter Court to be holden for ye body of this town, then and there to take order for ye discharge of ye said towne of a Bastard child where of hee is father

John Cooper doth acknowledge himself to owe unto this towne ye summe of 5 pounds to be levied of his goods & chattells lands and tenements under this condition that George Wood doe appear at ye next quarter Court to be holden for ye discharge of ye said towne of a Bastard Child where of Georgo Wood is ffather.

— Cooper and John Moore doe acknowledge themselves to owe vnto the body of this towne the summe of five pounds to be levied of their goods and Chattells lands and tenements vnder this eondition that Arthur Bostock doe appeare at the next quarter Court to bee holden * * * October then to make his personale appearanee

Arthlur Bostock made his Appearance according to the Recognisience.

PAGE 2. List of the freemen.

Mr Edward Howell	John White	Edward Joanes
Josiah Stanborough	Mr John Gosmer	Mr Rainer
Thomas Talmage	Mr Odell	Mr Browne
Thomas Halsey	Richard Barret	John Howell
Wm. Rogers	John Cooper	Mr Thomas Topping
Thomas Saire	Mr John Ogden	Mr Smith
	Mr Robert Fordham.	

These freemen called ye 8th of October 1650 at ye Court of Election, William Rogers default, Mr Smith default.

PAGE 3. An Abstract of the Lawes of Judgement as given Moses to the Commonwealth of Israel, soe farre fourth as they bee of Morall that is of perpetual and uniuersall Equity. Among all Nations. Especially such where the Church and Common Wealth are Complanted together in holy Couenant and fellowship with God in Jesus Christ, being joyntly and vuanimously Consented vnto as fundamentall by the Inhabitants of this Collony of Southampton.

OF TRESPASSES.

1. Yf a mans swine or any other Beast or a fire kindled by him break out into an other mans field of Corne he shall make full Restitution both of the damage done by them, and of the losse of tyme weh others have had in Carryeing snch swine or beasts vnto the owners or vnto the fold, (Exod. 12.5. 6) But yf a man put his swine or Beast into another mans field Restitution is to be made of the best of his owne though yt were much better than that which was destroyed or hurt. (Levi. 24, 18 Exod. 21, 34)

2. Yf a man killeth another mans beast or digg or open a pit and leave yt vncouered and a beast fall into yt, he that killeth the beast and the owner of the pit shall make Restitution. (Exod. 21, 35)

3. Yf a man's beast killeth the beast of an other the owner of the beast shall make Restitution. (Exod. 21, 28)

4. Yf a mans Oxe or other beast gore or bite and kill a man or woman. whether eh'ld or of riper age, the beast shall be killed and noe benefit of the dead beast reserved to the owner, But if the oxe or other beast were wont to push or bite in former tymes and the owner hath been told of yt and hath not kept him in, then the oxe or beast shall be forfyted and killed and the owner also put to death, or else fined to paye what the Judges and person damnified shall laye vpon him.

5. Yf a man deliver goods to his neighbor to keepe and they he sayed to be lost or stolen from him, the keeper of the goods [PAGE 4.] shall be put to his oath concerning the [two words gone] which yf he take and noe evidence appeare to the contrary hee shall be quitt But yf hee bee founde false vnto his neighbor or vnfaythfull hee shall paye double vnto him.

But if a man take hire for the goods committed vnto him and they be stolen the keeper shall make restitution, but yf the heast soe kept for hire dye or be hurt or be driven away no man seing of yt, An Oath shall be taken of the keeper that yt was without his default and yt shall be accepted.

But yf the beast bee torne in peices and a peice be brought for witness yt exenseth the keeper. Exod. 22, 13.

OF CRIMES, AND FIRST OF SUCH AS DESERVE CAPITALL PUNISH-
OR CUTTING OFF FROM A MANS PEOPLE WHETHER BY DEATH
OR BANISHMENT.

1. ● Blaspheny which is a curseing of God or wiked deni-
eing of God by Atheisme or the like, to be punished with death.

2. Idolatry to be punished with death.

3. Witehcratt which is fellowshippe by consent with a famil-
iar spirit to be punished with death.

4. Consulters with witches not to bee tolerated but eyther to
bee cut off by death or Banishment.

5. Heresie which is the maintaynance of some wiked error
overthrowing the fondations of Christian Religion with obsti-
nacy, yf it be ioyned with endeavour to seduce others thereunto
to be punished with death. Because sneh an heretiek noe lesse
than an Idolater seeketh to thrust the souls of men from the
Lord their God.

6. To worshipping God in a molten or graven Image to be punished with death.

7. Whosoever shall revile the Religion and worshipping of God and the Government of the Church as yt is now established to be cut off by Banishment.

PAGES 5 and 6. [The 5th and 6th pages as the book is bound are blank.]

PAGE:7. 8. Willful perjury whether in • • • or in private conference to bee punished [two words gone,] Rashe Perjury whether itt bee in publick or private to be punished with Banishment, just is it that such a mans name should bee cut off from his people who prophaneth so grossely the name of God before his people.

9. prophaning the Lords daye in a carelesse or scornfull neglect or contempt thereof to bee punished with death.

10. To plot or practice the betrayeing of the Country or any principall forte therein, to the hande of any strraigne State, Spannishe ffrench Dutch or the like, contrary to the Allegiance wee professe & owe to our dread Soneraigne Lord King Charles his heires and Successors whilst hee is pleased to protect vs as his Loyall Subiects, shall bee punished with death.

11. Vnreuerenced and dishonorable Carriage to Magistrates to bee punished with banishment for a tyme, tyll they acknowledge their ffault and professe Reformation.

12. Rebellion or Sedition or Insurrection by takeing vp of arms against the present Gouerment established in the Contry to bee punished with death.

12. Rebellious Children, whether they continue in Riot or Drunkenesse, after due correction from parents, or whether they curse or Smite their parents. Are to bee put to death.

13. Murder which is a willfull man Slaughter, not in a mans necessary and iust defence, nor casnally committed, but out of hatred or enelty to bee punished by death.

14. Adultery which is the defiling of the Marriage bed to bee punished with death.

15. Defiling a woman espoused, is a kinde of Adultery, and

punished by death, of both parties. But yf the woman be forced then by the death of the man only.

16. Incest which is the defiling of any that are of kin, with the degrees prohibited in Leviticus to be punished with death. 'The carnall * * * man with woman [two lines gone] * * * mayed in her father's house, kept silent * * secretly after her marriage with another to be punished with death.

18. Manstealing to be punished with death.

19. ffalse witness against life to be punished with death.

● OF CRIMES LESSE HAINOUS SUCH AS ARE TO BEE PUNISHED WITH SOME CORPORALL PUNISHMENT OR FFINE.

Rash & prophane
swearing and
curseinge, to bee
punished

1. With losse of honour or office yf heo bee a magistrate or officer, meete yt is that their names should be dishonoured who dishonour Gods name.
2. With losse of freedom.
3. With disability to give testimony.
4. by Corporall punishment, eyther by stripes or by branding them with an hott yron or boaroyng them through the tongue as he hath hoared and pierced Gods name.

2. Drnnkenesse as transformeing Gods Image into a Beast, is to be punished with the punishment of a beast. A whippe for the horse and a rodde for the fooles hacke.

3. fförccing of a mayd or a Rape is not to be punished with death by Gods Laws.

- Int
- 1, With a ffine or penalty to the ffather of the mayd.
 2. With the marriage of the mayd defiled (to wit) yf she and her ffather consent.
 3. With Corporall puishment of stripes, for his wrong is a recall Slander and worse to make a whore than to saye one is an whore.

4. ffornication to be punished
- { 1. By marriage of the mayd or giuing
 her a sufficient dowry.
 { 2. By stripes though fewer from *
 * * the former cause.

Wounding of a fireman * * * ffires Inhabitant. [The rest of these laws are lost.]

[The 9th page of the original book is occupied with a copy of the latter part of the Indian deed, the whole of which is on the 12th 13th and 14th pages. The 10th 11th and 12 pages of the original book are blank. W. S. P.]

PAGE 13. Southampton the 6th of April 1641, yt is Ordered that noe man shall giue or lende vnto any Indian or Indians eyther gunnes pistolls or any other Instruments of Warre viz, powder shott Bullets Matches, Swords or any other engine of Warre whatsoever. Vpon payne of the forfeiture of his whole personall estate found within the limits of Southampton and also to be lyable to the Censure of the Court for what corporall punishment they shall thinke meet to inflict vpon such like offenders. [Note added.] But at a gen'll Court in October 30 1655 it is concluded that either of ye Magistrates at their discretion may give liberty for the mending of any Indians gun they see meete,

April 6, 1641 yt is ordered that any person whatsoever hath any Lott or Lotts vpon Shinecock playne in the which there are any Indian Barnes* or welles lyeing open whereby cattle have or may take Imrte or harme, the owners or overseers of such Lotts shall fillup all such Barnes and welles by the tenth day of this Month vpon payne of payeing all such damage as arise by their Neglect, and further to answer for their contempt at the next Court.

Yt is ordered that there shall bee three planteing lotts layed out abutting vpon the Little Common appertayneing vnto each

* "Indian Barnes" were holes dug in the earth and lined with bark, for the purpose of keeping their corn during the winter, they were covered with turfs.

of the forty eight Acres, viz, to Henry Symonds the first lott, to Mr. Abraham Peirson the second, Lott, and to John Moore the third lott, yt being further ordered that the persons above mentioned shall be at the charge of fenceing the sayd lotts soe much as they shall abutt vpon the little common.

Yt is ordered that Mr. Howe is to have his planteing lott at the end of Allen Bredes planteing lott, and yt is to lye three Acres in length, and soe much in bredth as will make the lott to containe three score and foure Acres.

PAGE 14. 1641 yt is ordered that all the Inhabitants of this towne shall make their personale Appearance after due warning given at such place or places as they shall be appointed vnto, after the second calling over of their names by the Constable or any other officer, and vpon every such default to paye two shillings. And whoso shal appear and then depart without Licence of the Court shall be lyable to paye for every such default two shillings and to stand to the further censure of the Court. [Note added.] It is further ordered by the general court October 1648 yt the Secretary & the Clarke of the band for the tyme being shall take notis of all defaults of appearance & respectuely & shall within 3 dayes after any such default present them to one or bothe ye magistrates in a warrant directed to the constable to be served by waye of distress & sale of goods as in waye of execution and the pay soe collected shall make account to the townes use,

December 16. 1641 yt is ordered that the Marshall shall have two shillings sixe pence for the serving of every execution that shall bee to the value of twenty shillings and under, and to have sixe pence vpon the pound ouer and above the sayd two shillings sixe pence.

December 16, 1641 It is ordered that whosoever shall so offend as that they shall be adjudged worthy of corporal punishment by the Magistrate or Magistrates. The marshall shall have twelue pence for every one that he shall according to order give punishment vnto, to be payd by the partye punished, eyether in money or worke. Yt is ordered that for the warne-

ing of Juryes that the Marshall vpon warrant from a Magistrate shall dee yt, and that he shall warne such persons as are most free from exceptions among the Inhabitants of this place,

— 21, 1642 It is ordered that the Company of the towne of Southampton shall be trayned sixe tymes in the yeare, and that to be at the most convenient tymes in the yeare according to PAGE 15 the discretion of the Commander, tyl further Order be taken, and that the Inhabitants of this towne from sixteene years old and upwards shall beare Armes (unless they shall have lycence to the contrarie) And that, whensoever any notice shall be giuen of the tyme or tymes of trayning by any officer, they shall make their Appearance at the second call of the Clarke or else shall paye for their default three shillings, to be gathered by the Clarke, and yf the Clarke shall be absent at the tyme appointed that then he shall paye for his default five shillings.

further yt is ordered that all traynings are to beginne at seauen of the Clock in the morning from the first of March to the last of September, and from the last of September to the first of March to beginne at eight of the clock in the morneing.

December 22 1641 yt is ordered that there shall bee foure quarter Courts in ye yeare, and one generall meeting, to be holden the first of October for election. The quarter Courts to be holden as followeth, One to beginne the first Tewsday in March Another to beginne the first Tewsdaye iu June, Another to beginne the first Tewsdaye in September and the other the first Tewsdaye in December, yt is also agreed that the Magistrates shall have powre to call eyther Generall meeting or per-ticular Courts at any other season which in their discreti'on shall be thought meet.

Yt is ordered that every man shall cleare sixe feet at the end of his howse Lott, both of stumpes tree tops, lopps and what soever shall bee any Annoyance for the passage of Men Women or children by night or daye, and this to bee done betwixt this and the twentieth of febr vpon ye payne of 5 s.

PAGE 16. Yt is ordered that there shall be a Grand Jury

warned against every quarter Court to make presentment of all lawes and orders that shall be broken in this Towne.

Dec. 23 1641 It is ordered that for as much as Nathaniel Kirtland hath bound himselfe to vs the freemen of this Towne, That yf there come any man to the Towne and that the Towne cannot otherwise Accomodate him that then he shall parte with one of his lotts viz with that which was his Brothers, being payed his charges according as shall be valued by fowre men, two by him & two by the sayde Towne, and that he the sayd Nathaniel shall possess the old ground that was layd vnto his Brothers Lott dureing the sayd tyne.

Jan 2, 1641 The Magistrates shall gonerne according to the Lawes now established, and to be established by Generall Courts hereatter, they and eyther of them shall be able to send out warrants to any officer to fetch any delinguant before them, and examine the cause, and to take order by snretyes or safe custody for his or their appearance at the court. And furthrr to prevent the offenders lycing in prison yt shall be lawful for the Magistrates or eyther of them to see execution don vpon any offender for any crime that is not capitall according to the Laws established or to be established in this place.

The Generall Court shal have powre 1 By warrant of the Magistrates or eyther of them to assembe onccc every half yeare and to sit together tyll all their affayres shall bee dispatched.

PAGE 17. 2 To call and ordayne Magistrates and other officers, As a Secretary to eurole all the members of the Court, and likewise to ordayne Ministers of Iustice to attach and fetch and sett persons before the Magistrates and to execute the censures of the Court vpon the offenders, lykewise the sayd Court shall have powre to call them allso to Account for the breach of any Lawes established or other misdemeanours, and to censure them as the quality of their act may require.

3 To make and repeale Lawes

4 To impose a levy of Monnies for the publick service of the common wealth as shall be thought fitt for the prouision and protection of the whole.

5 To heare and determine all causes whether civill or criminall wherein Appeale shall be made vnto them or which they shall see cause to assume nite their cognisceaunce and Judicatrre.

Feb. 1 1641 Yt is ordered that in Consideraeron that diuers of our Neighbors one the Easte side of the Towne have desired to fence in part of their howse Lotts thinking yt conuenient for them to plant neere home, and being acquainted with the danger of yt not onely in regard of great Cattell but also of hoggs, yt lyeing in the waye to Hogg neck conceiueing yt dangerous vnles they fence where upon haueing requested the Generall Court to take some counsel in their behalf there being some some of them vnwilling to fence as above sayd, wee doe hereby inioyne euery person that hath a lott one thatside of the Towne that they take a conrse to fence in such a way as they may fence other corne from danger of all manner of Cattell, hoggs or other, And that yf any shall refuse so to doe, that hee or they shall not only looke after their owne corne that shall be spoyled bnt shall belyable to paye all damage that come through their not fenceing eyther in corne or cattell.

Feb 2, 1641 Yt is ordered that yf any person what soeuer shall leave open any common gates, whereby preiduce shall work to any person or persons the person offending shall paye the damage and twelve pence to the townes vse or else be whipped.

PAGE 18. Septem. 7, 1642. Yt is ordered vpon request made (to the Generall Courte holden at Southampton) by Thomas Talmage Senr, that instead of the eight acre lott which he then had, be giving yt vp againe into the Townes handes he shall have another granted vnto him, for his propriety and best advantage.

● Octob. 6, 1642 Yt is ordered that noe man shall buy any land of the Indians within the bounds of this towne without the consent of the Generall Court.

● Oct 6 1642 Yt is orderderod that the Secretary shall have allowed vnto him for every daye the Generall Court shall sitt one shilling and sixepence. And for every presentment by the

Grand Jury two pence, ffor the entering of any Action one shilling, flor entering every Iudgement he shall be allowed one shilling And for the eoppy of any of the Court rules sixe pence. [Note on margin] Southampton.

October 6, 1647 Att the Generall Court then holden yt is coneluded thatye Secretary shal have four shillings per ann, for keeping the towne book, but nothing for the keeping of General Courts,

October 9 1642 Yt is ordered that Richard Barret and Thomas Tomson shall look and espie out for flulk Danes and Wm. Rodgers each of them twe acres of old ground vpon the playne, and that yt shall belong vnto them as allother lands do that belong vnto other men, and their heires for ever, provided that yf eyther of the sayd parties shall depart and leave the towne within two yeares after the date hereot that then the sayd Ground shall return againe into the Townes hands to dispose of.

October 9, 1642 Yt is ordered that every man in this towne that beareth armes shall watch and ward and come to trayneings in their coats.

October 9, 1642 Yt is ordered that whosoever shall be found sleeping after he hath taken the charge of the watch shall be liable to the censure of 4 lashes of the whippe by the Marshall or else forthwith to paye ten shillings.

PAGE 19. March 16 1643 Iehn Moore was eensured for saying Daniel How did vsurpe the execention of the place of Magistracy hee then lyein under Church censure, not being then deposed or degraded from the same. And to confesse his fayling yf hee shall bee at the next quarter Court.

March 15 1643 Thomas Halsey was censured for some vnreuerent speeches to Daniel How in Court being then a Magistrate, who acknowledged his offence and promised to make the lyke acknowledgement the next quarter Court.

March 15 1643 William Wills Gent, was censured for some vnreuerent speeches to Daniel Aowe, who confessed his offence and promised reformation.

March 16 1643 Richard Barret was censured (being Clarke of the band) for the neglecte of his place who promised reformation.

May 16 1643 Yt is ordered that the fence of the little Common* shall bee sett vp according to each mans proportion within nine dayes after the date hereof, and whosoever shall then bee defective shall paye three shillings for each pole.

May 16, 1643 Yt is ordered that Iohn Cooper shall enjoy the Lott of old Goodman Harrington of Lynn, lyeing in Southampton, with all the privileges thereof, vntil he shall have payd vnto him the sum of fifteen shillings for the setting vp the ffence that belongs vnto that Lott vpon the little Common.

May 16, 1643 Yt is ordered that whosoever shall bee the Cowkeeper in this towne of Southampton & shall according to his agreement haue his wages due vnto him he lawfully demanding the same, and shall not be satisfied within three dayes after the aforesayd demand yt shall be lawfull for the sayd herdsman with the marshall to leavy the sayd wages by execution vpon the goods and Cattell of any such person who shall make default heerin.

May 27 1643 Yt is ordered that yf any man shall receive detriment or damage by reason of any offence which shall be committed by any Indian or Indians eyther vnto his person or his estate, that within five dayes after he shall receive knowledge of the same he shall repayre vnto one of the Magistrates. and make prooffe of the sayd damage or offence, And he shall have power from them or eyther of them to demande require aud receiue satisfaction for the same.

May 27 1643 Yt is ordered that yf any person shall receive damage by reason of any tresspass committed by any mans Beast Swine or other Cattle that then the party offended giue notice within three dayes (after it comes to his knowledge) to the trespasser who is to chose one mat, and the trespassed to chose another to end the controversy, But yf the trespasser

* The tract of land so often mentioned in these records as the little Common or little plains, lies at the south end of the main street of the village of Southampton, and bounded South by the heath, and North by "Cin lae" fenced.

shall refuse to chose one man that then yt shall be lawfull for the person tresspassed to chose two men to decide the aforesayd damage or controversie, (if any shall refuse to observe this order hee shall lose his dammage.) [Marginal note.] The words interlyned and added were done by the five men the 8th feb. 1646 [they are parenthesized in this copy.]

Yt is ordered that such executions as shall bee by the Magistrate or Magistrates directed vnto the Marshall shall be leaued by the marshall, and the sayd Marshall shall choose two Indifferent men of the ffreemen to Apprize such goods and Chattels as shall bee vpon distresse. And yt is further ordered that the aforesayd Marshall shall give publick notice to the whole towne within twenty fowre howres after such distresse shall bee made who shall appoynt a certayne tyme and place where public proclamation shall bee made, and whosoever shall bid most shall take the aforesayd Goods or Chattells vpon distresse, and satisfaction to be given according to the sayd execution.

PAGE 21. May 28 1643 Yt is ordered that whosoever hath a lott granted one the Southwest side of the towne shall fence in the common fence one the South side of the sea ten poles of fence with fowre rayles. And every one that hath a lott on the Northeast side of the towne* shall fence five poles to each lott with fowre rayles. And yt is further Agreed vpon that what shall bee wanting when each man hath don his proportion, the remaynder of the sayed fence shall be done vpon a common charge and that each man shall make and maintayne his fence.

May 28 1643 Yt is ordered that Richard Post shall have given vnto him twe acres of vnbroken vp ground (yf there be so much) adioying to his other two Acres of land lyeing vpon the playne.

May 29, 1643 Yt was ordered by the Generall court that Richard Barret, John Mulford, Arthur Bostock, Thomas Tomson & Robert Bond, shall have each of them twe Acres of land

* It is well known that the first settlement was at the place now called old town about one mile east of the present village and the locations mentioned in the text are in reference to the vicinity. The expression "on the South side of the sea" probably means on the south side of the little plain next the sea.

divided vnto them vpon the playne, viz. Richard Barret John Mulford and Thomas Tomson shall haue the aforesayd two acres to lye next vnto Henry Pierson's one acre lott, and Mr Smiths eight acre lott. And Robert Bond in the roome of the aforesayd two acres hath granted vnto bim three acres lyeing on the Southside of Mr. Gosmers 8 acre lott, And Arthur Bostock's two acres to lye against Robert Bond's west, and against Mr. Gosmers eight Acre lott north.

June 9 1643 Yt is ordered by the Generall Court that Robert Bond shall not make for any Indian or Indians any harping Irons* or fishing Irons which are knowne to be dangerous weapons to offende the English. [Note added.] Repealed the 30th Jan. 1650 by the generall Court.

October 13 1643 Yt is ordered that whatsoever matters or orders shall be referred to the publick vote euery man that is then and there present, and a member of the court shall give his vote and Suffrage cyther against or for any such matter and not in any case to be a neuter. Yt is ordered that all such lotts and lands as are taken up by any particular persons, such lotts and lands shall be lyable to the payeing of publick rates and charges.

Thomas Burnet hath a lott graunted vnto him on the South east side, vpon condition that hee staye three yeares in the towne to improue yt.

October 26 1643 Yt is ordered that noe cattell shall goe without a keeper from the first of Ianuary to the tyme that enery mans Indian corne shall becarried homefrom the playne of each side of the towne except such as hane right to goe vpon the little common, vpon payne offoure pence vpon euery head, and one penny for every Goate, and this to belong vnto him that shall drive them thence to be pounded, and not to deliver them vntill the said forfeitnes be discharged.

PAGE 23. October 26 1643. Yt is ordered that Thomas Hyl-dreth shall satisfy vnto Mr. Smith to the value of three pounds and twelue shillings and foure pence, to be payd vnto him in

* Harpoons.

English Wheato after the rate of foure shillings by the bushell, betwixt this and the first of Mareh, and that this order shall bee a finall ende of all matters of Controversie what so ever betwixt them.

November 6 1643 Yt is ordered that whosoever shall kill and bring the hea of a wolfe vnto eyther of the Magistrates shal have payed vnto him by the Toune the some of Ten shillings.

[Note added.] 14th May 1549 it is further ordered that who-soever killeth anie wolfe shall bringe the skin with the eares & taylor vnto one of the Magistrates, and they that kille a wolfe shall have twentie shillings, allwayes provided it be within the bounds of this towne, and it is only to them yt take paynes.*

Whereas yt was formerly agreed that there should be layed out vnto the lotts of the Southwest side of the Towre ten acres and eight Acres to each Lott vpon the playne, yt being certified vnto this present Court, that those lotts are disproportionately layed out, yt is therefore ordered that each lott of Ten Acres and eight Acres shall bee new measured and what shall appear to be overplus shall remayne vnto the use of the atorsayd Towne. And what Lotts soever shall not be in full measure that then there shall be lykewise an Addition according to each mans proportion. And yf yt shall so fall out that any man who hath improued his land shall vpon measuring hane mouer than his proportions, Then whosoever shall enioye what shall bee ye ouerplus shall paye for such improuement as two men shall value the same and in the mean tyme to enioye yt to his proper vse tyl satisfaction be given.

PAGE 24. March 7th 1644 Yt was voted and consented vnto by the Generall Court that the Towne of Southampton shall enter into Combination with the Iurisdiction of Connecticute.

March 7th 1644 yt is ordered by this present Court that yf by the providence of God there shall be henceforth within the bounds of this plantacon any whale or whales east vp. for the prevention of disorder yt is consented vnto that there shall be foure wards in this towne, Eleaven persons in each ward, and

* That is, the reward was not to be paid for wolves killed by accident or found dead.

by lott two of each ward (if any such whales shall be east vp) shall be employed for the cutting out of the sayd whales, who for their paynes shall have a double share, And every Inhabitant with his child or servant that is aboute sixteene yeares of age, shal haue in the diuision of the other part an equal proportion, prouided that such person when yt falls into his ward [be] a sufficient man to be employed aboute yt.

And yt is further agreed vpon that there shall be in each ward eleven persons.

1 ffor the first ward William Barnes, Geo Wood Thomas Cooper Richard Stratton Iob Sayre Thomas Burnet John White William Mulford Thomas Halsey Junr, Thomas Talmage Senr, and Mr Iohnes.

2 ffor yo second ward Richard Iaques, Thomas Talmage Junior, Mr Pierson Robert Rose, Mr. Gosmer Thomas Halsey Senr Mr Stanborough Richard Barret Richard Post Thomas Tomson Robert Talmage.

3 ffor the third ward Richard Gosmer Arthur Bostock Henry Pierson Iohn Hande Thomas Hyldreth Iohn Mulford Iohn Moore Ellis Cook Robert Bond ffulk Daues & Mr Howe.

PAGE 25. ffor the fonerth ward Iohn Cooper Senr Tristrun Hedges Iohn Cooper Iunr, Iohn Cory Mr Howell Mr Odell Iohn Houell Richard Smith & Thomas Sayre.

Yt is further ordered that Mr Howell Mr Gosmer and Robert Bond shall give notice after any storme or according to their discretion vnto two persons as they are before mentioned, and so from tyme to tyme vnto other two person. one of which two shall goe to viewe and espie yf there be any whales cast up as far as the South Harbor,* and the other shall goe vnto the third pond beyond Meecockst, beginuing at the the windmill†. And yf any person (whose turne yt is) who hath Intormation to goe vpon diseonery and shall not faythfully performe the same shall eyther pay ten shillings or be whipped.

* The "South Harbor" was an inlet from the Ocean to Shinnecock Bay.

† The pond beyond Meecock was the one called Generica.

‡ The windmill was probably the first one on Long Island.

March 8 1644 Yt is ordered that the Lott which was belonging vnto Mr, Howe lyeing next vnto Mr. Peirsons house lott shall be reserued for an elders lott. And the lott which was formerly Thomas Halsey's and reserued for an Elders, doth now helong vnto Mr Howell as his proper right of Inheritance.

John Cory hath granted vnto him two Aeres of Land next vnto William Mulfords lott yf yt be there to be had.

Robert Rose hath granted vnto him an Aere of new ground or an Aere & halfe yf yt be there, lyeing next vnto Arthur Bostocks lott on the great playne*.

PAGE 26. Yt is ordered that all the heardees that doe or shall keep Cattell, As Cowes Goates Hoggs or any other Cattell shal hereafter keep them from feeding vpon any meadows or ground fitt to be mowen for haye within the liberties of the towne or within 3 miles of the sayd Towne, and for such default such person shall be lyable to paye such damage as shall accrue to the sayd Inhabitants.

October 22 1644 Yt is ordered that ffulke Daues shal haue two Aeres of new ground vpon the playne layd out for him next vnto Iohn Corys his lott,

October 22 1644 At the Generall Court holden by the freemen of this towne Mr. Iones hath the lott graunted vnto him which was formerly granted vnto John Budd of Yeancock† viz the house lott lyeing next vnto Mr. Stanboroughsto ye north and the Ten Aere lot that was Mr. Winthropps, and eightacres which was appoynted vnto Mr Cole of Hartford, and foure Aeres of old ground vpon the playne, yf yt can be found out and 48 Aeres lyeing next to Mr. Coles, provided that yf he shall remove from this place with his family before 3 yeares shall be expired, that then he shal not sell more of the sayd allotment than he hath improued, by building, tylling, or fenceing, And to allow vnto the towne forty shillings for the sayd lotts and for the fenceing of the house lott.

* The "Great playne" so frequently mentioned was the tract of land bounded East by the town Pond, and West by Shinnecock bay, north by the hill street, and South by the ocean.

† Now Southold.

PAGE 27. November 5th 1644 Yt is ordered that whosoever shall fell any tree across any common cart way and shall not forthwith remove yt thence, shall paye for euery such offence three shillings, Aud whosoever hath formerly felled any tree or trees crosse any common cartway and doth not take them away within one month after the date hereof shall paye for euery such default two shillings.

November 18, 1644 John Cooper the elder was Censured by the Generall Court for som passionate expressions fiue shillings.

November 18 Yt is ordered thrt euery man within this towne that beareth armes shall haue a sufficient coslet* of clab-board or other wood in continuall readiness.

November 18 1644 Yt is ordered that the litle common shall be sufficiently fenced against a l sorts of catteli and Goats by those that have fences upon the sayd common betwixt this and the first daye of March next after the date hereof, both for land fence and for water fence, and whose fence shall be deficient shall paye for every pole 1s 6d.

November 18 1644 Thomas Sayre was censured for some contemptuous cariag to Mr. Gosmer being Magistrate, to pay 10s and to make publick acknowledgement of his offence which yf he shall refuse, then to be lyable to paye 40 shillings.

PAGE 28. November 19 1644 The petition that was presented by John Stratton and Thomas Talmage Junr for the quiet and peaceable Inioyment of the lott betwixt them which formerly was graunted vnto Widdow Bancroft, was graunted and consented vnto by the Generall Court prouided that they shall keep, Improue and possesse the sayd lott in their handes three yeares after the tyme yt was by the sayd widdow Bancroft giuen vnto them.

November 19 1644 It is ordered that all such fines Amercements Taxes or Assessments what soever which have been in this towne past before the date hereof, shall be collected and

* There is some controversy as to the meaning of the term "coslet." Mr. Henry Onderdonk, Jr., supposes it to be a gun-rest, and used to render aim more certain, otheas think it was something like a shield, and a wooden one would doubtless be a protection against Indians' arrows.

learned by the same constable or Marshall in whose yeare they were due to be learned.

November 19, 1644 The petition of Henry Pierson for the quiet and peaceable enjoyment of the lott which he bought of John White, was by the General Court consented vnto provided that the sayd Henry Pierson shall enjoy and improve the same three years from ye tymo of his purchase before he shall haue pouer to dispose of yt.

March 4 1644 Whereas George Wood and an Indian named by the name of Hope both of them being servants vnto Mr. Edward Howell of this towne of Southampton, haue consented to commit carnal filthiness together and the sayd Hope being begotten with child hath constantly affirmed the sayd George Wood to be the lawfull ffather of the sayd child. Both of them haueing receaved corporale punishment. The sayd George Wood and the sayd Indian named by the name of Hope, haue both of them publicly in Court the daye and yeare aforesayd, Consented and agreede that the sayd child basely begoten being at this tyme a yeare old, shall continue to be the lawfull servant of the sayd Edward Houell, his heires or Assignes vntil vnto ye sayd Edward Houell and his heires foreuer, forty Acres the sayd child shall be of the age of thirty years before he shall be released of his aforesayd Apprenticeshippe, And the sayd Edward Houell doth promise for himselfe his heires and Assignes to provide for the sayd child meat, drinke, and Apparel and necessaryes fit for such a servant dureing the sayd tyme. In witness whereof the parties aboue mentioned haue set to their hands this fourth daye of March 1644.

March 6 1645 Yt is ordered that what ouerplus vpon the new measureing of the eight Acre lottes vpon the great playne that belonges vnto Thomas Talmage Senr and John Cooper shall lye between their two Lottes, And the ouerplus of the eight acres that lye against the Great pond, shall bee left on that end next vnto the greate pond, And what shall be left as ouerplus of Thomas Hyldreths eight Acre lotte shall lye in length next to Mr. Gosmers and Iohn Moores eight Acres.

PAGE 30. —6, 1645 Whereas Iosiah Stanborough, Richard Barret and Arthur Bostock were appoynted to laye out the eight and Ten Acre lotts vpon the great playne, yt is agreed vpon and ordered that the aforesayd persons shall prosecute the sayd worke betwixt this and the twentieth daye of Aprill next after the date hereof, and what shall be ouerplus of the Eight Acres shall paye for the layeing out of the sayd land 1s 4d per the Aere yf yt shall come to so much, and what shall be wanteing vpon the measuring of the Ten Acres (yf any desire to have them new measured) that then what shall appaere to be wanteing shall bee supplied at the vpper end next the wood land.*

March 6, 1645 Yt is ordered for ye yeare ensueing that the front fence of euery mans lott shall be sufficiently fenced, and yf any mans fence shall be deficient Iohn Mulford is authorized by this present Court to amende the sayd ffences and to haue of euery one who shall make default 1d for setting vp and providing each pole that shall be wanteing, And in case any man shall refuse to make paymt, The sayd Iohn Mulford with the Marshall shall hane powre to make distress vpon any mans goods or chatte!ls.

It is ordered that vnto the lott welh was layd out to Isaack Willman there shall be as good Accomodations layd vnto yt as vnto other lotts one that side of the Towne according to the best discretion of the three layers out.

PAGE 31. March 6, 1645 Yt is ordered that yf any man who hath a home lot in this towne and shall fence one syde of of his home lot and his neighbor refnse to fence his syde lyke-wise, That then the henefit of the herbigde of such Lott or Lotts as are notfenced shall belong vnto him who shall fence in his lott in pertienlar, and that their shall not bee any Improvement of such person vpon his lott vnless the sayd person shall fence as aforesayd.

March 6, 1645 Yt is ordered that William Rogers shall hane such Accomodations layd wilo his Lott as other men hane

* From this and many other items of the same nature we have reason to believe that a part, if not all of the great plains was originally covered with woods.

on that side of the of the towne where his lott lyeth,* with the land to be returned into his hands which was Improved by Mr. Smith with full poure and libertie to sell and dispose the sayd accommodations according to his discretion.

March 6, 1645 yt is ordered that the five pounds that are due from Thomas Farrington and Edward Farrington vnto the Towne shall he layd out for the prouiding of a prison.

July 7, 1645 Yt is ordered that Mr. Richard Odell shall haue given vnto him the howse lott that was formerly belonging vnto Mr. Cole of Hartford, with the 8 Acre lott belonging formerly vnto ye sayd Mr Cole, with 48 Acres of upland, and Ten Acres vpon the playne with meddow and other appertanances thereunto belonging vpon condition that he possess the same three years and pay dues as are there vnto belonging.

PAGE 32. It is ordered for the prevention of disorder in the Court that noe person whatsoever except the Magistrate or Magistrates shall speake in any business which concernes the Generall Court vnless he bee vncovered, duringe the tyme of his speech, And not to moue or speake to any other matter or business vntil the former matter in hand be ended. And that there bee noe priuate agitations by any particlar persons to prevent the proceedings or Issneing of any matters. And who-so shall make default shal bee lyable to paye sixe pence, and the constable shall distress vpon the goods of the offender and to present the said fines to the next General Court.

Yt is ordered that from time to time hereafter that the Meeting howse shall be swept vpon the last daye of euery weeke, of each flannily by turnes vpon notiee giuen by those who swept yt last. And each family from the first of October to the 15th of Aprill shall by turne lykewise make a fire in the meeting howse vpon each Sahath daye, and to gine notice to the next whose turne yt is, And yf so bee any shall make default haueing notice given, shall paye for every such default two shillings sixe pence, And yf any shall neglect to giue notice accord-

* This is the present homestead of the heirs of Albert Rogers, and we learn from this and other records that many houses were built upon the present mainstreet previous to the laying out of the new town plot in 1648.

ing to turne at the leaste one day before the tyme aforesayd yf thereby the worke shall be neglected such shall be lyable to paye two shillings sixo pence.

Yt is ordered that John Bud shall have graunted vnto him 4 Acres of new ground adioyning vnto his former 4 Acres to make vp an eight Acre lott at the end of Mr. Gosmers Thos Sayres and Mr Houells lotts where hee shall think meete

October 13, 1645 Yt is ordered that whosoever shall not appeare vpon warncing gimen to help open the beach or gut at Meacoxe shall be lyable to paye five shillings.

PAGE 33. Yt is ordered that every one that hath a lot on the west side of the towne shall hence forth mayntayne as his propriety vpon the Beach eight poles two foote and a halfe, and three poles and 3 quarters of common fence, And every one that hath a lott one the East side of the Towne to mayntayne 4 poles & a foot & a quarter offence vpon the Beach, And two poles wanteing two foote of Common fence else where,, And the west side to begin at the west ende, and the east side at the east ende And yf there shall arise any difference betweene the goodnes of any mans fence, yt shal be adiudged by two Indifferent men chosen by each man and in ease those who are chosen shall not agree, then they shall hane powre to choose a third man to decide the controuersie, And this to be don sulliciently betwixt this and the 15th day of this Month, And who soe shall make default shall be lyable to paye two shillings vpon ye pole.

October 29, 1645 Yt is ordered by the General Court that from the first daye of November to the first daye of March next ensaeing these shall be a cession of bearing of Armes vnto the meeting howse vpon the Lord's daye And those yt are lyable to beare Armes, the one side of the town shall beare Armes on the Lord's daye, And the other side of the town shall beare Armes the next Lords daye, And so to continue vntil the first daye of Novembe. following vnless the Magistrate shall giue notice to the contrary, And whosoever shall make default shall pay sixe pence on the fore noon and sixe pence on the afternoone.

PAGE 34. Henry Pierson hath 4 Acres of land graunted unto him vpon the great playne, lyeing head wayes towards Mr. Smiths and side wayes towards Mr. Wells his lott, and down to the swampe.

Richard Barret is discharged from beareing of armes provided that he keep his Armes fixed with powder and Amunition.

March 5 1646 Thomas Halsey was censured for hindering the quiet procedings of the court aud causing them to lose their tyne by his willfull obstinacy, And for the uniuert chargeing of the Court for iustafying the actions of Mr. Howe, for which offence he is required forthwith to make publick Acknowledgement, and to paye five shillings for his fine.

Thomas Halsey vpon his refvsal to make acknowledgement, of those things for which he was censured is tined to paye the sum offorty shillings, [Note added,] Thomas Halsey had his fine remitted by the Generall Court holden March the third 1647.

Yt is ordered that euery person within the boundes of this Towne shall be assistant vnto the Marshall & constable in the execution of his office, and to haue alloned vnto him for the seruing of any warrant that concernes any private business sixe pence but not to haue any thing for warrants that concerne any publick business.

Aprill the 6. 1646 Yt is ordered that the rates which shal be made for the Towne of Southampton for four years next ensneing the date hereof shal be due and payable from the sayd towne of Southampton oither towards the mainetayning of the ministry or other town rates (excepting for the killing of wolues) shall be payd according to the proportion of land that shal be taken vp for each man's allotment.

PAGE 35. October 6, 1646 Henry Pierson was censured by thr Court of Magistrates for miscariage in threating that yf any man should strike his dogge he would knock him downe, and to paye for the sayd miscariage Ten shillings and to be of good behaiouvr.

Octob. 6, 1646 Arthur Bostock was censured by the Court

of Magistrates for challengeing Mr. Stanborough to fight with him and to paye for the sayd offence unto the Towne Ten Shillings.

● Octob. 6, 1646 Iosiah Stanborough was censured by the General Court for rescuing of a distress, and for resisting the constable for which offence he was fined Ten Shillings to be payed the next Generall Court vpon demand. [Note.] Iosiah Stauboroughs censure was remitted March 3,

[Note at bottom of page] at a quarter Court holden the 6th daye of ● October 1649 the towne reconed with Ioshua Barnes for his boat hier, his demand is 6L. 12 S 0d whereof was payed to him by Mr. Howe then & before the sum of 4£ 7s 11d, & remaynes dve still the sum of £2 4s 1d.

The above said sum was discharged next day,

PAGE 36. Articles of an Agreement between Mr. Edward Howell Gent, & the Towne of Southampton Ian 7, 1644. The above sayd Edward Howell doth promise to build for himselfe to supply the necessities of the Towne a sufficient mill at Meacoxe upon these consideracons following.

Imps That the Town of Southampton doe giue & grantt vnto ye sayd Edward Howell and his heires for ever, fforty Acres of land near vnto the sayd mill in some convenient place there vnto Adioyning.

2 That ye said Towne eyther build a sufficient dam for the sayd intended mill,* or else to allowo 4 dayes work of a man that hath a lott on the west side of the towne, or else so much in value by their Teames and two dayes worke for euery one that hath a lott on the south east side of the towne, and to bring, such tooles as they shall be appoynted, and to come to worke at two dayes warning.

3 That the Towno of Southampton doe laye ye mill-stones at the place where the mill wright shall appoynt for ye sayd mill at Meacoxe,

4 That the sayd towne vpon the consideracons above sayd

* This mill stood north of the present water-mill belonging to Ashbur M. Benedict Esq. One of the mill stones wa: procured from a rock at mill-stone brook at Seapitch, the other from a rock in or near mill-stone swamp, near the Brick Kilos. W. S. P.

doe freely giue the sayd Edward Howell his heires and assigns a payre of mill stones as his lawfull propriety.

5 That every one in the sayd towne from 16 yeares old to 60 (except Magistrate Minister Miller and heardsmen) in their own persons shall beo ready so often in the yeare to cutt open sufficiently a gutt at meacoxe, at suce tyme & tymes as ye Magistrate or Magistrates shall giue warneing, and the owner of the mill to be helpfull as well as others, except as aforesayd.

6 That noe person shall set vp any ware or wares in the millstreamo within ten poles of the sayd mill nor fish within ten poles of the sayd mill nor in the mill pond [The rest of this agreement if any, is lost. W. S. P.]

PAGE 37. feeb 9 1645 Yt is ordered by the Generall Court that yf by the prouidence of God there shall henee forth cast vp within the limitts of this towne of Southampton any whale or whales or any part or peece of a whale, that noe man shall presume to take or carry any part thoreof vpon the forfeiture of Twentie shillings, and to stand to the further censure of the Court, without order from the Magistrate or Magistrates, And whosoever shal find or espie eyther whale or whales or any part or peece of a whale cast vp, vpon notice giuen vnto the Magistrate or Magistrates shall hane for his paynes allowed vnto him five shillings. But yf yt shall be by the Magistrate or whom he shall appoynt, adjudged not to be worth five shillings Then the sayd partie which shall giue information shall hane it for his paynes, And that from yeare to yeare the Marshall give notice after any storme or according to his discretion vnto two persons in whose ward by turne yt shall belong or appertaine. And yt is further ordered that if any shall finde a whale or any peece there of vpon the Lords daye that then the aforesayd fine shillings shal not be due or payable.

April 16, 1646 Yt is ordered that Mr Howell hath 4 Acres of Meddow land graunted vnto him at Meacoxe where he thinks meete.

Yt is ordered that Richard Post shall hane layd out for him two Acres of that land adioyning to the foure Acres of land that

was some tyme belonging to Mr. Odell and now doth belong to Henry Pierson.

Mr. Gosner hath graunted vnto him liberty to take in vnto the lowre part of his howse lott, from Thomas Sayre his fence to a stake that is marked out by the five men that are chosen to order towne affayres,

PAGE 38. Southampton this —th October 1646, Henry Pierson dothe acknowledge himselfe to owe vnto the sayd Towne the summe of five pounds. and Iohn Cooper doth acknowledge to owe the sayd towne five pounds to be leauied of their goods & Chattels lands and tenements, vpon this condition that the sayd Henry Pierson shall appeare at the next quarter Court holden for this towne, and in the meane whyle to be of good behaviour towards the Magistrates and all other persons. [Note.] Henry Pierson appeared this day.

Yt is ordered that yf any man shall take away any part of any mans workeing tooles, or yrons harrows yoakes chaynes ploughs, from any part of the Towne or field without lycence from the owner, shall paye to the owner Ten shillings and make restitution.

Yt is ordered that what soeuer damage shall be made or don vnto any man by reason of the badnes of his neighbors fence on the lyttle common, such damage shall be lyable to be payd by such persons through whose fence the cattle broke through, and yf it appeare that was through the badness of the water fence or towne gates, that then such damage shall be payd by the towne.

PAGE 39. [The 39 page of original is blank.]

PAGE 40. feb 9,	The debt due to Mr. Howell was	7,	2,	9
	paid to him		6,	5,
	remaining vnpaid		0,	17,
	due to Mr. Gosner,		0,	8,

Iune 26 1647 It is ordered by Mr. Wells of heartford & William Gibbins of the same that all receonings & demands of the towne of Southampton concerning wampum given to Iohn Gosner shall be discharged vnto him, & all debts due to him

from the saide towne shall be discharged vnto them, from ye beginning of the world vntill ye day abone written.

These persons are

Saisified,

Autograph of Thomas Halsey.

PAGE 41. It is ordered this instant 6th of ye 7th month 1647 by ye fve men apoynted for the affaires of this towne.

Imps that ye greate playne shall be fenced by ye present inhabitants according to their valnattion in their taking vp of lande in ye said plaync, and also for the marsh land as many as have any on ye same shall fence for it as for ye vpland, & this to be done with sufficient fence against all sorts of cattell, (except pigs of and vnder halfe a yeare ould) by the last day of ye first mouth next.

It is ordered this instant 8th of the twelfth month 1647 that it any person or persons shall keepe cattell on the Lords daye they shall call at every mans house seasonably for such cattell as are to goe before him or them whether Cowes, or goates vpon paine of forfeit two shillings & sixe pence to euery man whose cattell they neglect to call for.

further it is ordered that noc person nor persons inhabiting within the town of Southampten shall henceforth plow or sow any lands late in occupation of any that have deserted this plantation. nor any other lands that are earable held in the common interest, vntill the power apointed for & over towne affaires shall dispose snch vacant lands to snch Inhabitants for ye good of ye pnblique.

It is ordered this present 17th of the 12th 1647 that Mr. John Howell shall have 3 acres for a home lot by and between ffar-
rington's lott & Iosiah Stanborough's honse, for length & bredth as it shall seem most convenient to Iosiah Stanborough Thom-

as Talmage & Mr. Edward Iohnes, & in regard ye said Iosiah Stanborough doth Part with some of his propriety to accomodate ye said Mr. Howelthe said Iosiah Stanborough shall goe to the northward vpon any lande lots or otherwise to make up the proportion he of right possessed here to fore provided that none of ye aboue sayd lotts exceed three Acres & a halfe.

PAGE 42. It is ordered this instant 17th of the 12 month 1647 that the profit of whales and the burthen of opening the beach for the mill, and all rates leveysand taxes, the killing of wolves and all other payments arising for any cause or reason what soeuer shall at all times and from time to time here after be dovided received and payed by lands, according to what enery man hath in his possession, And this to stand for the most peaceable way any law order or prescript heretofore had or made notwithstanding.

PAGE 43. Whereas there is a former mentio made of severall inclosures belonging to certaine inhabitants that did dwell on the east side of the towne, the same being & lying on the said side of the towne, it is further ordered concerning the same that if any person that is owner of any such inclosures, shall sustaine any damage through the deficiency of their fence that the owners of the said allotments shall beare such damage.

It is ordered that Thomas Halsey shall haue his afore mentioned three acres of his forty eight, laid out sixtene poles in breadth, and whereas there is a highway eight poles wide to bee betweene the said lot and the pond neere adioyncing, the towne doe giue way to the said Tho. Halsey to inclose to the pond the said breadth of sixtene poles, but if hereafter the said inclosure of that pt of the highway becomes preiudicial to the towne in the eyes of the maior pt thereof, that then the said pt of the highway soe inclosed shall returne to its former nature.

This agreement and the orders herein mentioned were voted and consented vnto by all the present Inhabitants of this towne of Southampton in the presence of us.

THO. WELLES
WILLIAM GIBBINS

Southampton June 24 1647 Wee whose names are vnder-written doe witnes that all the Inhabitants of this towne except Tho. Vale & Tho. Burnet were present and consenting vnto the aforesaid agreement, only Mr Smith was out of towne.

EDWARD HOWELL IO. GOSMER
 ABRAHAM PIERSON IOB SAYRE,
 RICHARD ODELL
 JOIN MOORE
 THOMAS HALSEY
 HENRY PIERSON

PAGE. 44. And for the further setting of that peace and vnyty amongst the Inhabitants of this towne which hath bin long endeavoured. It is ordered that who soeuer here after shall vphraidingly reproach another for or about or contentiously discourse former differences and grieveaunces tending to the disquiet of the towne or any person there in shall forfeit for every such default twenty shillings to be paid vpon conviction by the testimony of one witnes before any one magistrate, the same to be leaved by the marshal by way of execution without further tryall.

June 11 1647 The Gentlemens directions about the division of land being read distinctly, well wayghed & considered, and the said Gentlemen, (viz Mr Hopkins and Mr Haynes) having provided in the said wrtings that when the lymits of the plantation weare set out every man should haue for quantity and quality within the bonnds of the towne. & plantation alike according to their severall proportions, in there valuation to be devided in the most impartial manner that may be and allso to haue & hold their due comons according to their severall diuisions or diuidents therefore the day and yeare aboue written it is ordered by the free men set over towno affaires, and by the free men and by all the neighborhood (the present inhabitants) of this towne both for them selves & for all that shall come to fill vp the lots that are yet to be disposed of, That the boundes & Lymitts of this town of Southampton shall be in and to all

intents and purposes for as large Ample & beneficial manner as it hath bin heretofore at any time or times obtained possessed or purchased of the Indians the natiue inhabitants, or James Harret Gent, Agent for the Right Hon. Earle of Sterling.

This order was voted & fully Agreed vpon by the parties about mentioned. But one negatiue voyce in the whole house at an appearance of all the Inhabitants.

PAGE 45. Southampton April 12 It is ordered by the 4 men for this towne that yt any goates or kids be kept on the common they shall paye to the cow keepers for enery six goats or kids that are put vpon the little common that is at home according to that rate as for a cow.

It is ordered by the 4 men likewise at this present April 12 that noe man shall have any cattell on the great playne but on his owne ground till all the white corne be in, vpon paine of Ten shillings [Note] or vpon the little plain.

April 12 It is ordered by all the towne that was at the meeting house at a meeting that all cattell except hoggs and goates shall pay for all cattell alike to the keepers*.

May 3d 1647 it is ordered by the five men apointed for the affaires of this towne for this present year that cowes and goates shall not be kept together neither by cow keepers nor goate keepers, nor all nor any of them, at no time, all this present summer vpon ye paine of twelve pence A person for every such default, allso that if the goateskeepers doe willfully mingle their goats they shall be lyable to the same penalty.

PAGE 46. [The 46th page in original book is blank.]

PAGE 47. May 6 1647 Yt is ordered by the five men for this Towne that all men of 16 yeares to 60 yeares except Magistrates ministers and Constable and clarke, shall bare armes with gunspowder and shot compleat on the Lords daies, vpon paine of sixe pence fore noon and sixe pence after noon, and whoso leaveth his armes in the meeting house shall pay sixe pence, and this to be levied by the Clarke by way of distress &

* The three preceding entries are in the hand writing of William Browne, and are so difficult to decipher that we are thankful that he did not act as Town Clerk very often.

sale of goods vpon refusall to pay ye said forfeiture, [Note] this order is repealed.

Yt is ordered this third of the 5th month 1648 that the trayne band shall be devided into three eqvall squadrons by the clerke of the band and vppon notice by him given to those or that third part of the soldiers that are to carry ye first Lords day, if any man shall not bring his armes to the meeting house shall pay as in the aboue written order this to contineve unti l fvrther order abovt this matter, and so each squadron to carry by turns on the Lords day according to their devision and warneing and to pay like forfeiture as aforesaid, att the same Court it is ordered that 4 men shall bee chosen to equallise the meadow at Shinecock, or else when convenient to be laid out.

PAGE 47. Mr. Stiecklin of Hempsted by his depvty his sonne in law Ionas Wood hath vppon the second day of Iuly in the year 1650 drawne for his meadow ground for his propportion of lande being three hundred lb, first a lot on the beach in itself complete number ye 6th; the second lott vpon Shinecock Nnumber the 22d. And part thereof on the north side of the vppland lying betweene the stummps and number the 20th and is numbered also the 22d to answer the former,

One other lott called farrington No. 9.

One other lott marked with No. 30

These lotts were drawne before vs

Edward Howell

Autograph of Edward Howell.

WILLIAM BROWNE REGISTER.

Vpon the 10th day of April 1651 Iohn Kelly had a whome lott of 3 Acres of land fronting against the whome lott of Thomas Halsey granted vnto him vpon conditi ns that yf the saide Iohn Kelly doe not personally * * the same that the saide land with the housing * * with any other material as feneing, shall fall into the townes hands, they paying him his expence on the same, as men indifferently chosen by the said Kelly and the town shall judge it at his leaving to be worth.

PAGE 48. July 24 1650. It was voted vpon the saide day by the General Court then holden that Thomas Topping and Iosiah Stanborough shall pricc the goods and chattells of the deceased William Browne* [NOTE.] A copy of the iuventory is entered and mayd.

Vpon the 3d day of September 1650 at the Generall meeting it was granted that Thomas Cooper shall have a home lott of 3 Acres lying against the reere of Thomas Saires his lott and that the saide lott shall runne 40 rod in length, and 12 rod in breadth, and that the saide lott shall be soe layed out as that it shall be noe impeachment to the highwaye for eattle and carts to pass, it was ordered that Mr. Iosiah Stanborough William Rogers and Edward Iohnes shall lay out the same allowing for the highway as they shall think requisite. †

Southampton. At the Quarter Court held vpon the 3d of September 1650 Thomas Veale doth acknowledge to owe to Mr Edward Howell and Mr Iohn Gosmer to the vse of the town the sum of ten pounds to be levied of his goods and chattells lands and tenements vnder this condition that Sarah his wife shall appear at the next Quarter Court to be holden for ye body of this towne, and in mean time to be of good behavieur to all lawfull people.

The 3d September 1650 Vpon the saide day were absent at the second call Mr Richard Smiths Mr Thomas Topping Richard Barret [NOTE] Mr Topping payd and the two other men.

PAGE 49. It is granted by the major part of this towne that Mr Ogden and his company shall have Cow Neck and Ietleries Neck for their owne proper right, also that they shall have for their planteing land in either or both of said necks three hundred 24 acres, provided they settle vpon it, and vpon the same grant they are to haue all the meadow betwixt the brooke by the Saehems house and Hog neck spring, for their proper right provided it bee a mile from the sen side, vpon these conditions

* From these records it appears that Wm. Brown must have died between July 2d and 25th, 1650. W. S. P.

† The above lot of Thomas Cooper is the one now owned by Thomas Warren and Mrs. Hendrickson.

following that they must pay to all common rates of the towne at the rate of 9 hundred pounds according to the taking vp of those men that dwell there, 2ndly that hee shall place there six families that shall live there and have their abode, 3d that in case that the whole bounds of the town come to be stinted for cattle that they must be stinted also as they are that live at the towne by the same rule. In common rates as aforesaid is also included the ministers meenes.

PAGE 50. March 1647. It is ordered by this Generale Court that Mr Howell Mr Gosmer Mr Smith Iosiah Stanborough and Thomas Halsey shall have the same authority that the five men had 1644 or to give or let any land that is at liberty for a crop this year.

PAGE 51. Southampton the 8th of the 8th month 1647. It is ordered by this Generale Court that if any man be chosen to bee freeman of this towneshall refuse it shall pay fortieshellings for his fine, Imprimous at this instant General Court that Richard Odell gentleman was chosen freeman* and Edward Ioanes Iosias Stambro and John White, It is ordered vpon this 7 day of October 1648 by the General Court that Mr Richard Smith Mr William Browne, & John Howell were chosen freemen of this town. of Southampton,

[Notes] This 15 day of Iune 1649 Mr Thurston Raynor is chosen foeman of this town of Southampton at the General Court by the freemen.

Southampton Aprill. It is ordered vpon the 31st of March 1650 by the General Court that Mr Thomas Topping & Mr John Ogden were chosen freemen of this towne of Southampton aforesayde,

PAGE 52. By the towne May ye 6th 1648 It is ordered that Thomas Robninson shall be accepted as an inhabitant & hath a fifty pound lott granted vnto him provided the said Thomas be not vnder any scandellous crime which may bo layd to his charge for 6 monthif alter ye date hereof, & that he carry him-

* As the position of freeman not only involved the power to hold office, which was not so much sought after then as now, but rendered the person liable to jury duty, it appears to have been considered more an honor than an advantage.

self heare as becometh an honest man, It is further ordered that Samnel Dayton shall be accepted as an Inhabitant, & hath A fifty ponnd lot granted vnto him provided the said Samuel (being a stranger to vs) weare of good approbation in ye plæe where he last lived at F'leshing, and do demeane himselfe well heare for ye time of approbation namely six monthis next to come.

By the towne May ye 12th 1648. It is ordored that Robert Marden alias Marvin shall have A hundred pound lot vppon 3 months approbation had of him,

PAGE 53. Southampton June 11 it is ordored by all the Inhabitants of this Towne this day that this town is to be devided into fortie house lots some bigor some less, as men have put in a share, six thousand pounds to be devided in to tortie parts*,

This instant 23d of ye first 1648 it is ordered hy ye five men apoynted for towne affaires that ye whole Towne shall be called together on the second day next at the setting of the sunne to consider of A towne plot that shall be then presented to them and to determine concerning ye said plot or some other that may be presented by any other mansadvice, & also to consider of such home aecommodations as may be most suitable to ye comfort peace & wellfare of this plantation as touching the proportion to every man in his taking vp acording to his valuation, & that there be men apointed forthwith to decideye same, & this to put in execution ye order above written,

[Note interlined] The order vnder written was nullitied & repealed at a General Court holden vpon the 5th day of March 1651, [See page 88 of original.]

This instant 27th of the first 1647† it was long debated at an apauce[appearance] of the inhabitants of this towne concerning ye pproportions of home lots acording to every mans valuation,

* This is the origin of the 150 lb. allotments, concerning which there has been so much dispute. The year of the above entry is probably 1647. Each lot was subdivided into 3 siffices which was for many years the smallest subdivision. W. S. P.

† There is here an apparent discrepancy of dates which may be reconciled by supposing that the year was sometimes supposed to continue until the end of March. The expression "second day next," means next Monday, and the date "23d of the first 1648," means Thursday, March 23d, 1648. W. S. P.

and at length it was concluded by ye maior, that it should be three acres to a fifty pound lot & so to every mans according to his taking vp, to adioyne to him at home or else to lay in the most convenient nearest land that may be, & at ye same town meeting it was further ordered that if so great a proportion at home shall be evil in the eyes of eight or ten families that shall come to inhabit in this plantation within ye space of 12 years after ye date hereof ye present inhabitants do hereby assure they will hearken to them in any way that may be better for the whole,

PAGE 54. [The 54th page in the original book is blank.]

PAGE 55. [Indian Deed for the Town of East-Hampton.]

This present writing testefyeth an agreement between the worshipful Theophilus Eaton Esq. governor of the collony of New haven, & the Worship Edward Hopkins Esq. governor of the colony of Conectyeutt & their assotyates of the one part, & Poggatacut Sachem of Manhansicke Wayandanch Sachem of Meuntacutt, Morawetom Sachem of Carehake, Nowedanoh Sachem of Shinecock & their asotyates the ether part, The said sachems haucing sould vnto the foresayd Mr Eaton & Mr Hopkins with their asotyats all the land lyinge from the bounds of the inhabitants of Southampton vnto the east syde of Nepeake next vnto Meantacutt highland with the whole beach from sea to sea, not intreanching vpon any length or breadth which the inhabitants of Southampton haue and doe possess (as they by lawful right shall make appear) for and in consideration of twentie Coats, twentie four hatchets, twentic four howes, twentic four knines, twentic four looking glasses, one hundred Muxes*, alredie receaved by vs the fore named Sachems for vs and our assetyats, & in consideration thereof we do give vp vnto the said purchasers all our right and Interest in the sayd land to them and their heires for ener also do bind our selues to secure their right from any claymes of anie others whether Indjans or other nation what so euer that do or may challenge Interest

* Muxes were instruments like a bradawl, and used for drilling holes in making wampum

therein. Also wee the sayd Sachems have covenanted to have libertie freely to ffishe in anie or all the creekes & ponds & hunt vp & downe in the woods without molestation (They giuing to the English inhabitants no iust offence or iniurie to their goods or chattels) likewise they are to haue the finnes and tayles of all such whales as shall be cast vpon their proper right, (And desire they may bee friendly dealt with in the other pt) Also they reserve libertie in all conuenient places shells to make wampum. Also if the Indians hunting any deer they shall chase them into the water & the English should kill them the English shall haue the bodye, and the Sachem the skin. And in testemony of our well performance hereof wee haue sett to our handes the day and yeare aforesaid written.

A true copie.

PAGE 56. October 1648 Thomas Sayre was allowed for his bass drumme the some of 13s, and his yeare begyneth the sayd daye.

An action of slander and defamation entered by Mark Meggs plaintive, against Richard Smith defendant, the 17th day of December 1651. The jury warned vpon this action Thomas Halsey Senr, Richard Barret, Thruston Rayner, Iohn Cooper Senr, Richard Odell, Iohn White,

December 21st 1651 The Court being sett The said Inry orderly called and answered lykewise the defendant attended, but the plaintiff appeared not and soe hath forfeited his bond. The plaintiff appearing though unseasonably & haneing libertie then to proceed it was granted by the Court that the plaintiff satisfying Mr. Mills 7s the plaintiff's bond is cancelled, the sayd jury haueing tryed the cause finde for the defendant.

PAGE 57. Ye fifth day of ye 10th moneth 1646. Account taken of Thos. Halsey Marshall of a rate leyed on the Town of Southampton whereof these whose names are ynderwritten haue payd nothing towards.*

* The names here added are probably those of men who had land here, but who had abandoned the plantation. W. S. P.

	£	s.	d.
Raphiell Swinfield	02,	11,	00
William Wells	1,	05,	00
Mr Symonds	01,	05,	06
Robt. Terry	00,	10,	2½
Robt. Rose	00,	10,	2½
Jeremyah How	00,	10,	2½
Accounted more for the wolves, and for the water fence	03,	04,	00
	01,	04,	00

PAGE 58. [58th page is blank.]

PAGE 59. At a generall Court of the freemen vpon the 14th day of Nouember 1648, that there shall hereby be provided a sufficient payre of stockes, Iohn White haueing vndertaken to make them.

It is further ordered on the day aboue sayd that the lande belonging to the mill is to be rated after the value of a hundred and fiftie ponud lotte.

6th Octobr 1648 at a generall court it was ordered that Iesia Stanbro should bear the ofis of constable the year following.

This 4th December 1648 it is ordered by the general Court that Richard Post is to make a sufficient bridge of tyMBER in the new hiewaye, and the said Richard Post is to have for the sayd work the summe of twelve shillings trewly payed assoon as the work is done.

PAGE 60. It is ordered December 2, 1648 by the generall cort that the inhabitants of this towne of Southampton shall haue their eqvall vote in making a conclusion concerneing the whale or whales that may here after by gods provydance be east vp within the sayd townes bounds. At the sayd time it is ordered by the sayd Cort & inhabitants that if there shall bee any whales east vp as aforesayd that then the same shall bee cut out by one 4th part of the sayd inhabitants who have lots in the towne or some for them able for the occasion, and they shall haue for their paynes one fourth part of the saide whale for their soe cutting it out for the towne and deviding it to every man particuler according to their generall proportions of land

according to their best understanding, they the sayd cutters ont to have besides the said 4th pt their share as other men according to their proportion of land, and the next tyme that any whale is cast vp another 4th pt, and see evenly the other 4th pt to doe as the aforesayd first mentioned 4th pt to doe in cutting ont and deviding it, and that whatsoever part of whayles is left by the sayd cutters out for the towne it shall be lawfull of any other inhabitant or inhabitants to take it for themselves, but none of the cutters, and that the aforesayd order may be duly observed, and what other prescript or ordering in this matter in respect of sending to looke for whales to the intent none may be lost through negligence it is left to the oversyght of the constable to send out according to his discretion as formerly hath been practiced in this town.

PAGE 61. It is ordered at a general Court 7th of October 1648 by the freemen of this towne that Isaac Willman hath the house lot next vnto Ellis Cookes vpon the south side* graunted him provided that if he shall remove from this place before 3 yeares be expired that then he shall not sell the sayd lott, vnless he have improved it by building fencing or mannrreing.

November 6, 1648 At a general meeting of the inhabitants of Southampton, it is ordered that whereas formerly there hath bin much controversye amonget the said Inhabitants tonching the manner of laying out the great plaine. It is this day finally concluded by the said Inhabitants, that all the swampground in the saide great playne against any mans lott, shall be laid out to every such person, as in pt of his true measure, according as the strait lines will give leave, And instead of the said swamp or meadow every such person shall pt with soc much of his vpland on his said lot in such wise and forme as shal be most convenient to any other to whom it may belong, lykewise that all the eight acre lottes, and four acre lotts, and two acre lotts, and single acres, and see much of the tens as in meete shall be meas-

* This is the home lot now owned by Edwin Post, in 1688 Isaac Williams gave it to his son Isaac, reserving "one rood of ground for his sons and daughters to put their horses in on Sundays." The second meeting house stood upon the south side of this lot. W. S. P.

ured to compleat the 40 lotts according to former conclusions by the said Inhabitants. The highwayes to be euerywhere two perches in bredth, And that the aforesayd may be accomplish- ed according to the intent hereof the said Inhabitants haue made choice of Mr Richard Odell, Thomas Halsey, and Henry Pier- son to lay out the said plaine as afforesaid according to their best vnderstanding, and for their soe doeing they the said lay- er out shall haue two pence per acre speedily paid vnto them by the said Inhabitants vpon a towne rate, And since hereby the preser t inhabitants are liable to pay for laying out the great plains, it is ordered that vpon the taking vp of any lott by any incomers every said present pay maker shall be repayed accord- ing to the rule of proportion,

Thomas Cooper	Edward Howell	Richard Wodhull
Isaac Willman	Thomas Beale	Richard Smythe
John Howell	Henry Pierson	Richard Barrett
Thomas Halsey	William Browne	Edward Iohnes
Robert Marvin	Thomas Talmage	

PAGE 62. At a general cort february 8 1648 that Mr Edward Howell, Mr John Gosmer, Mr. Richard Odell, Mr William Browne, Richard Barrett, Thomas Hulscy, Thomas Sayre, John Cooper, John White, John Howell, Mr John Bndd, haue hought the howse of John Mulford, the ahoue named haue vndertaken to pay the sayd John Mulford the sume of thirtie shillings vpon demand.

At a general cort february 1648 it is ordered that the playne is to be fenced round both sides, by the last day of march next following and he that is defective of fenceing his portion forfeit- eth 18d for euery pole. [Note] it is ordered this 6 march 1649 that the sayd playne is liberty given for to sett vp the fence till the 16th of Aprill next.

PAGE 63. A List of the perfect freemen inhabiting this Towne of Southampton March 8 1649.

Edward Howell Gent.	John Gosmer Gent.	John Moore,
Richard Odell Gent.	Thomas Halsey,	John Howell,
William Browne,	John Cooper,	Thomas Sayre,

Job Sayre,	Edward Iohnes,	Iosiah Stanborough,
Thomas Talmage,	Richard Smith,	Richard Barrett,
	John White.	

A list of all the townsmen May 10 1649.

Imps Mr Edward Howell	Mr Gosner	Mr Raynor
Mr Odell	Thomas Halsey	John Howell
John Cooper	Thomas Cooper	Thomas Sayre
Job Sayre	Edward Iohnes	Iosiah Stanborough
Thomas Talmage	Samuel Dayton	Thomas Vayle
Richard Post	Thomas Hildreth	Henry Pierson
John White	Ellis Cooke	Isaac Willman
Richard Barrett	Richard Smith	Thomas Burnet
George Wood	John Iessup	Wm Rogers

PAGE 64. [The 64th page of original is occupied with the following list of names of persons who were absent probably from some general court. W. S. P.]

All these absent

Thomas Cooper absent	John White absent
Edward Howell absent	Ellis Cook absent
Ioshua Barnes absent	Isaac Willman absent
John Iessup absent	Richard Barrett absent
Joseph Rainer absent	Edmond Howell absent

PAGE 65. The agreement betweene the towne of Southampton and the well beloved servant of the lord Mr Fordam, concerning his anuall mayntanance for his labor in ye worke of the lord amongst us, first wee the present inhabitants do ingage ourselues to paye in current country paye as it passeth at a common rate three score pounds for this present yere to beginne the first day of this present Aprill 1649, and to make our payments half yearely by equallportions. Furthermore for the yeares to come and for all & enery yeare god shall be pleased to continue Mr ffordham amongst vs after Aprill 1659, from the daye of ye revolution of the first year alone mentioned, it is fully agreed and hereby confirmed that the said yearly mapntanance shall be fourscore pounds, per annum to be levied vpon enery man according to their severall

possessions of landes in our plantation of Southampton, & the bounds thereof. Lastly if fforty lotts shall not be filled that then proportionable abatement of ye said tour seore pounds is to be made according to the number that is defeicient, in consideration where of Mr ffordam's owne accommodations are not to be liable to pay any part of his yearly mayntanance nor yet any of his estate if the Towne shall see cause to alter the waye of payment as concerning ye ministry, This agreement was consented vnto by all the inhabitants, & by them appoynted to be recorded in the towne booke, to be established in the behalf of the whole towne.

May 1644 at the generall court it is ordered yt Mr Richard Smyth & Thomas Halsey shall make a levy of 18^d vpon every 50 lb. lott for the satisfying of towne debts & that every pt of this is formally reckoned.

PAGE 66. May 1649 it is ordered that whosocuer they be that are gone out of this towne of Southampton to lue, and make clayme to their lands as their right shall be liable to paye charges for all publick charges equally with the present inhabitants both for tyme past, present, and to come, This order was made by the generall court the day and yeare aboue written

1st May 1649 it is ordered that Mr Richard Odell Mr. Richard Smyth shall presently measre and marke out with stakes that part of the playne that is to be fenced and to give notice to every inhabitant when it may concerne of their portion & place where their part lyeth according to their lotts and allotments.

PAGE 67. October 10 1649. There were voted by the generall Court at Southampton three men (viz) Mr Richard Smithe, Thomas Sayre & Iohn White to agitate towne business and they are to have the same authority that the five men had the last yeare, from the 6th of this instant October durning the space of a whole yeare.

October the 30th 1649. It is ordered by the generall Cort houlden the day aboue said That all the Indian women have free liberty graunted by the said court to come to this towne to trade with any of the English, more over all the ancient men

of the Indians that please to come to either of the magistrates for a ticket shall haue the same, to the end they may haue like liberty with the said women to trade &c. and that besides those Indians which allready haue liberty as aforesaid.

December the 29th day 1649. It is ordered at the generall court holden the daye aboue said, that the bande of soldiers shall haue libertie to elect their officers, to stande if the generall court shall give approbation thereof.

29th December 1649. It is ordered that Thomas Stanton shall haue paid vnto him the sum of foure pounds for his paines about Interpreting betweene the townes men of Southampton and the Indians about setting forth of the bounds of their land & other matters.

PAGE 68. The act of the generall court heulden November the 16th 1649. Touching the disposition of the land of late laid out for those to whom it is to be disposed as followeth.

Whereas the land lying in the great playne, which is apoynted by this towne for incoomers is at length laid out, by those who were designed to that end, and they the sayd layers out having given vnto the said court in writing a full description of all and every part and parcell thereof with their iust proportions, The said lands being laid out into 45 parts and every part containing 6 acres, and three of those said parts compleating one 150 lb lott, and alsoe the whole is to make but 15 such said lotts, all the said parts being dilligently compared, and with most iudgement eqnallized, and as aforesaid devided and numbered and marked as followeth.

Tens	Eights	owld ground
	A no. 1	A No. 13
No. 1,	B. No. 2	
No. 2,	{ which is the angle betweene flarringtons and the pond and the rest is adioyning to the said angle southward }	B No. 15
No. 3,		

No. 4,	{ No. 12 which is the 4 acres & 2 acres lying on both sides John Cooper his 2 acres. }		C. No 8
	D No 2		D No 12
	No 7	{ which is the 4 acres next to Mr Gosmers and the little angle below Mr Iohnes if it hold 2 acres }	
No 4	" 15		
No 6	" 14		
" 7	" 13		
" 8	" 5		
" 9	" 6		No 10
" 10	" 3		" 2
" 11	" 4		" 1
" 12	" 10		" 3
" 13	" 9		" 7
" 14	" 8		" 6
" 15			" 5
			" 11
			" 5
			" 4
			" 13

[The rest of this is lost.]

PAGE 69. 8th march 1649 it is ordered at a generall court that the miller shall take but two quarts by strike vpon the upper part of the dishe for toll for one bushell of corne whether it be wheat rie or any other grayne, and noe more.

The day aboue at a general court it is ordered that no vpland shall be burned before the last of march, and that neyther boys nor any others shall set fire any where opposite to barns, and if any do set fire [they] shall pay [word gone] for a man, and the boys shall be whipped.

It is further ordered the sayd day that no cattell shall come vpon the great playne after the last of march vpon penalty of 2d n beaste and a halfe penny a goat.

The land that was Mr. Pearsons in the great playne was sold by Thomas Hildreth to Mr Mitchell and Mr Mitchell hath sold it to Iohn Cooper sen. and Thomas Vayle, Iohn Cooper is to haue 2 acres of the south side, & 5 acres of the 10 acres on the

west side, & 4 acres of 8 on the north side Isaac Willman 1 acre on the north side of the 4 acre lott, 2 acres of the 10 acres on the East side, 2 acres of the 10 acres betwixt Iohn Cooper's part and Isaac Willmans, 2 acres of the 8 acres betwixt Iohn Iohn Cooper and Isaac Willman.

PAGE 70. 4th of March 1649, it is ordered by the general Court that Tristran Hedges shall inioy the 4 acres that is lett him for this present yeare, vpon condition thathe do within the tyme make the fences sufficiently that is to be sett vp on far-ringtons part of the playne.

The * of May 1649 it is ordered by the townes men that the part of the preat playne yt is vnfenced shall be finished by the whole of the inhabitants according to their alotments by the last day of this present May, and they that be deficient are to pay 18d for every pole.

The 14th May 1649 it is ordered by the generall court that the fence that is to be set up about the playne is to be begnn at the fence that is already vp, and soe goe on till it be finished and to be sett vp by the 7th day of Iune next after the date hercof, they that shall be defective forfeit 18d for every pole, to be leauid by way of execution.

The sayd day it is ordered that the inhabitants of this towne heing by the clarke of the band dev'ded into two parts, shall according to the said clarkes appoyntment bringe their armes to the meetinghouse every Lords daye, that is to say the one halfe the one sabbath, & the other half the other next after & yt enery man shall be provided with 4 charges of powder & shott or builets. hee that fayleth after due warning to pay to the clarke sixe pence for every default according to the former order 3d of Inly 1648.

PAGE 71. It was ordered by the generall Court held vpon the 19th of September An. Dom. 1650, That Iohn Cooper shall pay the some of 40s in casethat at any time he doe gine offence in extravagant speeches, as he hath done, as was witnessed by Iohn Howell and some others, but vpon his good behaviour & carriage the said fine to be remitted.

An action of trespass entered vpon the 11th day of Aprill 1650, by Iosiah Stanborough plaintiff against Samnell Dayton defendant is to be tryed by a perticular court to be held vpon the 14th day of Aprill next.

An action of trespass vpon the case entered vpon the 14th day of Aprill by Samuel Dayton plaintive against Iosiah Stanborough defendant is to be tryed by a perticular court to be held vpon the 11th day of Aprill next.

It was granted by the generall court that Ionas Wood of this towne shall haue in lew of halfe an acre of his home lott layed out for a highway to the water, an acre and a halfe of land in the great playne, alsoe halfe an acre of land wanting in measure of his field lot.

The said two acres lies on the east side of the neeke called Halscys neek running east and west in length, Isaee Willmans land lying on the north side father (?) Cooper's in the middle also on the south side & Thomas Burnet on the South side.

PAGE 72. Chosen at the court of Election for Magistrates Mr Topping, Mr Rayner, Richard Barrett, Henry Pierson Register, Iohn Iessup Constable, chosen for townesmen Christopher ffoste Lieutenant Post, Iohn Howell.

[The date of the aboue is probably Oct. 1650, and is in the handwriting of Richard Mills who who went out of office then.

W. S. P.]

PAGE 73 Vpon the 11th day of January 1650,

Whereas Iohn Kelly carpenter of Southampton hath put to arbitration the action and differences betwixt him and Deborah Raynor both the saide parties being bound to stand to the verdict in performance according to the judgement of Mr Iosiah Stanborough gentlemen & Richard Mills Schoolmaster & secretary, & Mr Richard Smith.

We therefore doe judge & giue our full verdict euery [one] of vs agreeing, that the saide Iohn Kelly shall forth with pay or cause to be payed the some of 1 lb which he formerly received of Deborah Rainer vnto her again alsoe that the saide Iohn Kelly shall forth with pay the some of ten pounds sterling in

manner and wise following that is to say the some of five pounds sterling forthwith to be payed vnto Deborah Rainer Senior, alsoe that five pounds sterling more shall be this present instant put into the marshalls hands Mr Richard Smith, there to lye and abide vntil such time as the saide Iohn Kelly shall make evidently appeare by good & sufficient witnes vpon oath that the said Iohn Kelly was lawfully disunited and divorced from his wite which he had at Mounserat in the Indies or elsewhere, & this to be done within the space of eighteene months after the date hereof, & being as before fully proved that he the saide Iohn Kelly was lawfully divorced from his wite then the said five pounds shall by the marshall be repayed to him, but yf in the said space of time he doe not produce witness as above specified then the said five pounds in the marshalls hands (now in being) is to be payd vnto the saide Deborah Rainer for her proper right and due.

In witness whereof the said arbitrators have sett to their hands the day and year above written,

RICHARD MILLS, Secretary,
IO. STANBOROUGH,
RICHARD SMITH.

PAGE 74. The growndes and report of the verdict of the arbitrators vpon Iohn Kelly for Deborah Rainer senior followeth.

Whereas Iohn Kelly Carpenter, did anonnce & profess his wife at Mounserat was dead & buried himselfe being as he said then present at the sight thereof, and did there fore proceed & gained a promise of marriage from Deborah Rainer, Senior, he after confessing that he left his wife alie & in good health, but seeking to evade the same with saying that she was only dead in trespasses & sinnes, & hereby had wronged the said Deborah as alsoe in his after disparageing disgracing & abusing the saide maide with serving of warrants & causing her appearance before the magistrates and disparageing her name with other abuses, the said arbitrators for the trouble dotame injury, he seeking to compell her to marry him, he by his owne confession leauing his said wife alive, therefore gaue in the verdict

endorsed. Moreover the saide arbitrators did at the same time adjudge that Iohn Kelly should forthwith pay the secretary for his recording this writing about the same, the sum of [word gone.]

IO. STANBOROUGH
RICHARD SMITH.

PAGE 75. Vpon the 23d day of October 1650 at the generall court it was ordered that Thomas Sayre shall duly traine with the company of towne soldiers at their dayes appointed excepting his personall pursuing of the Indians in a hostile way, or to goe forth against the common enemy.

Vpon the day above written Mr Richard Odell in consideration of his former paynes of training the souldiers is left to his liberty whether he will traine or not or whether he will beare armes to the meeting or not.

The 8th of Nouember 1650 An action of debt entered by Ioshua Barnes plaintive, against Thomas Osburne of East Hampton defendant to be tryed the next quarter court in December 1650.

9th Nouember 1650 An attachment graunted unto Ioshua Barnes of this plantation vpon a beast of Thomas Osburnes senior of Easthampton vpon an action of debt & damage to be commenced at the next quarter court to be held in this towne the first tuesday in December next.

10 Nouember 1650 I Ioshua Barnes planter of Southampton doe bind myself, my heires executors and assignes to pay or cause to be payed vnto Mr. Edward Howell gentleman of the saido plantation the some of tweluo pounds sterling to be leuied vpon his goods chattels & housidge* & lands in and vpon the 12th day of December next.

The condition of this obligation is such that if the above bound Ioshua Barnes shall and doe commence a suite, against
PAGE 76. Thomas Osburne of East Hampton vpon the next quarter court to be held in this towne being to be vpon the first

* Housidge—houses. The word *houses* as a plural of house, is even now heard occasionally.

tuesday in december next or vpon composition release and discharge the Attachment graunted vnto him vpon the 9th day of this present month, of November leaning harmless the said Edward Howell Gentleman for his grant of the saide Attachment then this obligation to be void and of none effect, or else to stand in full power & force. Witness my hand this 10th of November 1650.

IOSIUA BARNES.

Witness

RICHARD MILLS
RICHARD SMITH

[Note] The attachment released the bond cancelled on the 12th of November 1650.

A town meeting warned vpon the 10th of Nouember 1650, the persons absent vpon thosecondeall of constable, Mr Thurston Raynor, Ioseph Raynor, Iohn White, Goodman Barrett, Thomas Burnet, Thomas Hildreth, Iohn Howell,

At a Generall Court held vpon the 25th of Nouember 1650 were absent at the second call, Richard Smith Iohn Howell Iohn Cooper Richard Barrett.

An action of trespass in the case entered yo 27th of Nouem-1650 for Isaac Willmans plaintive against Thomas Cooper & Iohn White defendants, to be traversed the next quarter Court being ye first tuesday in December next.

PAGE 77. No. 41 is for the towne & is on the Island an 100 pound lott, by the seders on the beach [The above seems to be a fragment of some division of land the rest of which is lost. W. S. P.]

At the Generall Court holden the 23d of July 1650 it is ordered that Robert Marvins and Mary his wife daughter of William Browne gent, deceased, shall have full power and authority to administer on all the goods cattle and chattells of ye said Mr Browne deceased and to have a let of Administrations granted vnto them beareing date with this order.

An action of the case entered the 20th of Octob. 1650 by William Rogers of this town plaintive, against Thomas Halsey of the same defendant to be tryed at the Court next holden the

23^d of October 1650 for the damage of twenty pounds sterling.

The 21st of October 1650 An attachment granted to Ionas Wood of this towne, vpon the corne of Iohn Stratton of East Hampton now in the barne of Ellis Cooke of Southampton vpon an action of debt vpon the case in which he is bound to prosecute the said action, Richard Barret bound that that the suit shall be answered

Wm Rogers plaintive & Thomas Halsey defendant, he desires to have the action tryed by the General Court held this present 23^d of October 1650 which is granted.

The Generall Court held vpon ye 23^d of October, 1650 is removed to the 15th of October 1650 to be kept at Goodman Barrets house,* beginning at an houre before sun set, at which time Wm Rogers his action is to be agitated,

PAGE 78. It was voated by the maior part of the General Court held the 25th of October 1650 that Wm Rogers against Thomas Halsey for the towne defendant [2 words gone] five pounds, for the damage of his not having his land in season [Rest of this page illegible.]

PAGE 79. [The first part of this page is illegible, excepting a few words denoting that the General Court should appoint Administrators of estates.]

At the same General Court it is ordered that Mr Gosmer shall haue the administration of the goods belonging to Richard Gosmer deceased.

At the same Court it is ordered that Mr [Word gone] shall have the administration of the goods and chattells of Richard Lamson deceased. The day above said March 5 1640 Thomas Burnet of this towne laborer doth acknolledge himselfe to owe to the body of this towne the sum of ten pounds to be levied on his goods chattells lands tenements vnder the condition that he thesaid Thomas Burnet doe appeare at the next quarter Court to answer why he [rest gone.]

PAGE 80. Iune 27 1646 at the Court it is ordered that it any

* Richard Barretts stood upon the lot now owned by the heirs of John Allen, on the East side of main street, and on the North side of toilsomelane. W. S. P.

hath corne or hay they shall set a sufficient fence about the same or else stand to the hazzard of any spoil thereof by cattel, Thomas Burnet is to set a sufficient fence about his hay within three days after this date.

At the said Court it is ordered that if any tryal of any cause bee, wherein the damage doth not exceed 20Lb that 6 men shall bee a sufficient jury to try all such actions that the marshall shall return of the best able, and most impartial for all such tryalls, the jury men shall make this appear for every action they shall see try,

At the same Court it is ordered that if our neighbor plantation shall be willing to fence one part, to part the bounds between us, that then the town speedily set upon the fencing of the other part, each man according to his proportions.

At the same court it is ordered that Henry Pierson shall have full power as clarke of the baud to see that all the soulders bring their armes to the meeting every sabath day and to gather six pence vpon every default and alsoe to examine when hee see good how every soldier is provided with powder and shot.

PAGE 81. Vpon the 7th of October 1650 being the day of election, Ionas Wood & Richard Mills were made freemen of Southampton.

Vpon the 7th day of October 1650 being the day of Election Mr Edward Howell was chosen magistrate of Southampton primus, alsoe Mr Thomas Topping secndus, Mr Iohn Ogden tertius

Vpon the 7th day of October 1650 being the day of Election Richard Mills school master was chosen Secretary Register and Towne Clarke of Southampton.

Vpon the 7th day of October 1650 Richard Smith was by the general court chosen Constable for this yeare.

It was ordered at the saide Court of Election the 7th of October 1650 that fine men (shall for the present yeare) being chosen by the said court, to act and order all towne affaires, whatsoeuer, excepting matters of admitting of inhabitants or giving of land, by the said court was chosen Mr Thomas Top-

ping, Mr Thurston Raynor Ionas Wood Thomas Halsey, Mr Iosiah Stanborough,

It was ordered yt the said court of Election that euey soldier in the towne of Southampton shall [word gone] in the morning before eight of the clock bring in [2 words gone] fairly written vpon paper * who shall vpon occasion call them forth in their armes, and to whom the soldiers and all that beare PAGE 82. armes shall reparaire for their conduct & government, and the said party soe chosen to traîne & teach to handle their armes, & to call them forth to exercise, or in case to be guided in defencive warr, the said voates are to be brought in to Mr Edward Howell at the time appointed: by soldiers we vnderstand all the male inhabitants from 16 yeares of age to 60, vpon any one failing of the performance herEOF he shall forfeit tine shillings for his default to the court.

It is ordered the 8th of October 1650 that the quarter court next shall be holden by the said towne the 23d day of the same month and that at the said quarter court Thomas Veale and Sarah his wife shall appeare and auswer for their misdemeanor in what shall then be laid to their charge.

The * of October 1650 at the general court Thomas Topping heing vpon the 8thday of October apoynted by the souldiers to be captaine and leader of the bande of soldiers of the towne, was by the said court confirmed in the same manner as by the soukliers at the general muster. Richard Post waschosen Sergeant of the band, Thomas Halsey Clerke of the band, Iohn Howell and Robert Mervin Corporals, and were confirmed in the said offices by the general court then holden.

PAGE 83. An inventory of all the goods [words gone] of Mr William Browne late of Southampton Long Island, Gentleman deceased, taken the 24th day of Inly by Thomas Topping Gentleman, and Iosiah Stanborough plauter being appointed and deputed by the general Court holden the 23d of huly at Southampton afore said 1650.

	£	s.	d.
Impriuis	3	kine and 2	steeres and 2
		calnes,	32, 5, 6

Item	Sheepe	
Item	swine 2 barrows, 2 sows, & 2 piggs	09, 0, 0
A	quarter share of a small ship in the return of a quarter part of 19 hogsheds of Sugar from England, come to our hands in goods at their cost in England to the value of	} 14, 11, 6
3	remnants of narrow cloth 22 yards at 7 shillings per yard	
	19 yards of house linnen	01, 05, 0
	more 2 small remnants of liinnen	0, 16, 6
	3 yards and $\frac{1}{2}$ of tradeing cloth at 8s per yard	1, 07, 0
	bedding blankets coverlids and pillows, a greene rugg, and curtaines and 5 striped stuffed car- pitts, and a yard and quarter of linsey woolsey	} 23, 12, 0
Item	in pewter 134 bb at.	
Item	in brass vessels	08, 0, 0
Item	in steeles table cloth and napkins, pillow cases and touells and 1 paire of boote hose tops,	} 13, 0, 0
Item	in bookes	
Item	1 warming pan 3 candle sticks and 2 skim- mers, 1 fryng dish, 2 skillets, 1 pestle and 1 great [word gone] and other implements	} 8, 0, 0
Item	more 1 couerlid, and 2 old blankets	
Item	in nayles 400, buttons elaps and other trade	1, 0, 0
Item	in galls, alum, sheeps wool an old pillion, cloth, sakes bagges and measures,	0, 13, 0
Item	five dozen and five siekles, and 4 small bars of iron	0, 15, 0
Item	iron bolts, [1 line gone]	
	PAGE 84. [2 lines at top of page gone.]	
1	firkin of soap and a churne 1 bushell of salt, and grind stone.	0, 18, 0
Item	2 sakes, 4 spitts, 1 dripping pan 1 baker, and 3 paire of pot hangers, and 1 mortar and pestiley	1, 05, 0
Item	1 still, 2 pair of plow irons, chaines hookes and other implements,	} 2, 00, 0
Item	3 mattocks, 2 beetle rings, 4 wedges 1 saw and two scale beams, and other small things,	
		1, 13, 0

Item 1 matchlock musket, a barrell for a gun	01, 0, 0
Item 2 glass bottles, and 2 earthen pots, and 2 old short scythes, and a small parcel of sugar, and 12 tubbs	2, 16, 0
Item 3 old pails, & 3 wooden bowls, 1 basket, halfe a bushel of wheate, and $\frac{1}{2}$ bushel of malt, and $\frac{1}{2}$ bushel of pease, a little bacon, pork, but- ter cheese, and spice.	3, 0, 0
1 balance with lead, and leaden weights,	0, 12, 0
Item in gold, and silver in his purse,	0, 15, 0
Item in debts whereof some desperate,	9, 13, 0
Item his apparell	1, 0, 0
Item 200 of iron	2, 0, 0
a remnant of cloth, 4 barrels, a sword, an old broad axe	2, 0, 0
Total*	160, 0, 8

THOMAS TOPPING,
IOSIAH STANBOROUGH.

Transcribed per me RICHARD MILLS Secretary.

PAGE 85. At ye genll court held the 19th of June 1650, Yt is ordered that levtennant Budd shall pay for ye mill and land after the rate of a 50 lb lott, vntil such tyme as the court shall otherwise order it, prouided that hee the said Mr Budd shall forthwith order his mill soe in saving the water. and other things thereto belonging, as the covenants between him and ye towne are performed. that is to grind sufficient meal for ye town use, the which if the said Mr Budd shall not forthwith effect at least in the space of 14 days then it is ordered yt the town shall speedily sett vp another mill

WILLIAM BROWNE, Srecretary.

10 September 1650 John Howell, Richard Howell, Mr Rainor, Thomas Vayle, Joseph Rainor, Thomas Burnet, Thomas Cooper, Henry Pierson, Ellis Cook, John Halby, and are to have for their paines 3s per day at the seapoose †

* In the above inventory of the estate of Wm. Browne, the values attached to some of the items are illegible and not given, which will account for the discrepancy between the amount as found above, and the sum of the numbers actually given. W. S. P.

† "Seapoose" is an Indian word and signifies "little river" as found in these records it almost always refers to the inlet connecting Meadox Bay with the ocean. W. S. P.

[The above seems to be a fragment of some more extended notice. W. S. P.]

PAGE 86. [1 line illegible] and in consideration of their paines the Court doth promise 2s 6d better, Richard Smith plaintiff against Thomas Doxy in an action of [word gone] The jury find for the plaintiff and doe assess fifteen pounds six shillings and two pence damage & cost 2s.

Agreed with Goodman Halsey, Goodman Sayre and Goodman Post to keep the dry herd at Sagaponack for 4 weekes, and to have for their paines 14s a peece.

PAGE 87. A generall Court warned to be vpon 30th day of January 1650, at the second call were absent Mr Edward Howell Mr Edward Iohnes, Ionas Wood. It is ordered at the said General Court that every acre of land laid out to any whome lott, shall pay for every acor proportionable to two acers on the plaines, & yf any man shall find himself to be agrieved at that rateing aitr the said maner he shall then be freed from the saide rate, vpon this condition that he doe resigno vp vnto the towne his land belonging to his whome lot, or soe much as he shall please, moreover any person or persons soe doeing shall in writinge a bill of resignation, with his or their hands to the same, deliver it [to] the secretary who shall forthwith record the same in the towne booke, and the secretary at the next generall court shall publish the same.

{Note added.] The aboue written order was repealed the 5 of March 1651 by the generall court Richard Mills Secretary.

Southampton 30 Ian. 1650 It is ordered at the saide generall court that Mr Iohm Ogden Senior of Northampton* shall have free liberty without interruption from the Inhabitants of Southampton to kill whales vpon the South sea at or within any part of the boundsof the saide towne for the space of seaven yeares next ensuing the date hereof & that in that space noe liberty shall be granted to any by the said inhabitants to any other person or persons to kill or strike any within the bounds

* North Sea is sometimes called Northampton in the early records. The Ocean is here termed the south sea in distinction from Peconic bay. The above is probably the first whaling company organized on Long Island.

of the saide towne, this liberty & privilege is given to the said Mr Iohn Ogden provided that he or his company doe proceed in the same design and do not delay but do some what effectual in the business within a yeare after this present day, as alsoe the saide Mr Iohn Ogden nor his company shall not deny the townes inhabitants claiming priviledge formerly belonging to them in the dead whales yt shall be accidentally cast vpon the shoares, but yf the said Iohn Ogden or his company doe not kill in the design a whale or whales within the space of two yeares after the date hercof then his liberty is annulled and to return againe to the towne.

Witness RICHARD MILLS
Secretary.

[Note added] August 21 1654 the above said liberty of striking whales is given to Mr Odell and Mr Ogden and their company vpon the same termes with the exceptions following, 1st yf any whale come within Shinecock bay grt they the said company are not to medle with them, nor any other whale or whales wherein there is noe sign of their killing them at sea, but they shall belong nnto the town as formerly, By the said signes of said company their killing any whale is to be understood to be by harping irons vpon them or [two words gone.]

PAGE 88. It was ordered at the saide general court that yf the miller shall grind any corne in the mill after an houre past sunne set then for the same he shall vpon euery such defect pay ten shillings to be leved on his goods & chattells, lands and tenements acording to the way of execution, & the same to be improued to the use of the town, [note] repealed the * * 1650,

It was ordered by the voate of the said general court that Ionas Wood shall pay six shillings to the use of the towne which shall be in full satisfaction for ye rate of 24s which he was rated in the last rate made in the yeare in which Iohn Howell was constable.

Vpon the 4th of March 1651, at a court then held Iohn Kelly was fined to pay 5s tor lying.

Vpon the 4th day of March 1650 at a generall court then holden it was graunted that Christopher Foster should pay his 2s which he was fined vnto Thomas Pope allsoe that the fine of 5s of Iohn Kelly shall be payd unto the said Thomas Pope, allsoe that Thomas Burnet shall pay his 12s due for rent for good-man Multords house and barnē unto the said Thomas Pope, which was a free gift unto him by the generall court, and the same to be paid by every person in days works about the said Thomas Popes house

It was ordered at the same general court that Henry Pierson and Richard Barret shall lay out the land due to Ioseph Rainer, in quality and quantity so neere as well they can.

It is ordered that Mr Edward Howell shall have four acres of land, and two acres to Mr Iohn Howell both in great plaine for their consideration for that they have payd rates for the same, and took up a fifty pound lott more than they received, (note) which land they have in possession.

It is ordered vpon the 5th day of March 1651 at a generall court that the order made vpon the 27th of the first month 1647 concerning the whome lotts is repealed

PAGE 89. It is ordered at the saido court that the 5 men chosen for towne affaires shall forthwith make and gather in a leavy for to pay the charges about the meeting house, & sca-poose and other charges.

It is ordered at the saide court that the little plaine shall be fenced in with a sufficient fence by the 10th day of Aprill next ensueing, with four and five railes, and that Mr Richard Odell & Thomas Halsey shall proportion & ay out the same to every man and this to be done by the day above specified vpon the penalty of forfeiting two shillings and sixpence for every poale that is not done, and the water fence to be made by the whole town in generall according to each his proportion, to be done by carpenters and meete men for that purpose, for reasonable wages at three dayes warning, vpon the penalty of five shillings a man for every day that he doth refuse the same and this water work to beginne to be done vpon the 10th of May next.

It is ordered by the saide general court that every home lott of every quarter shall fence in the front and reere of the whome lotts, and that the general fence vpon the highway by the said quarter shall be made vp by all the said lotts in that quarter this to be done by the 20th day of Aprill next vpon the penalty of forfeiting 3s per poale for every poale that is not sufficiently performed by the said time, Henry Pierson and William Rogers are to doe their side fence for their particular fence.*

It is ordered by the saide generall court that Richard Mills recorder of the lands of this town shall have two pence for every paper drawne for any lott, or lotts in this towne, and to rate for the recording of the same, and soe alsoe for the lotts in the little plaine.

Ye 4th day of Aprill 1661 Edward Howell iunior drew for his vpland lott (one hundred pounds) marked 10th (word gone) number 5, number 7, and the said Edward is to take his lott on the north side yf they run east and west, Ioshua Barnes is to succeed next him southward, with a 50 lb lott which is marked as Edward Howell as aforesaid.

PAGE 90. It is ordered by the generall court held vpon the 5th day of March 1651, that the land in the whome lotts as for all other land that is now taken up, & shall be taken up in this plantation shall pay equall in all rates for ever acre for acre, that is or shall be possessed and thia order to stand in force from time to time and at all times for perpetuity excepting the mill lot and the lotts at the Northsea.

It is ordered by the said generall court that the plaine called the little plaine shall be layd out in suitable proportions to every planter in Southampton.

The order made vpon ye 27 day of the first 1647 about the quantity of land in the whome lotts was nullified & repealed by the generall court held vpon the 5th day of March 1651.

It is ordered by the foresaid generall court that William

* Henry Pierson's home lot was the one now owned by Mrs. Esther Herrick, the heirs of Lewis Hildreth and the Presbyterian church. William Roger's homestead is in the possession of his descendants to the present day. W. S. P.

Rogers of this town shall have paide unto him five pounds out of the next generall rate that is levied vpon this towne according to the verdict of the general court held upon the 25th of October 1650.

A general court held vpon the 20th day of march 1651 absent at the second call, Mr Thomas Topping Mr Joanes, remitted by the Court, Mr Iosias Stanborough absent at the second call in the afternoon.

It was ordered by the saide General Court that Richard Post & Ellis Cook shall be freed from their bargin of building a meet-house for the towne, which (?) agreement they made with the five men vpon this condition that the said Ellis Cook and Richard Post shall sett vp a (word gone) for a meeting house for the towne, the said Richard Post and Ellis Cook is to haue at two days notice given by either of the two said carpenters either carpenters or laborers to help about the same, & they to have two shillings apiece pr day each man that is to say Richard Post and Ellis Cooke, and the other carpenters. the length of the house is to be 30 foot, the breadth 24 foote, the postes to be set in the ground and to be 8 foot and a halfo long in the (Word gono) from ye ground to the plate, the laborers are to haue 2s pr day, the pay to be in merchantable waumpum strung or unstrung.

PAGE 91. Iohn Loomie being granted by the town an hundred pound lot, the same lyes in manner following Number 3, number 12, No. 8.

At a general Court held 13 day of August 1651, yf any person be found or it can be proved that by them any fruit be stolen or taken away uniuistly off from any man- land or ground, yf the person or persons be vnder the age of sixteene yeares of age the parents of the said child or children shall severely correct them by whipping of them and that to be done before some sufficient spectator, yf the parent or paronts of the said children, doe refuse soe to doe, then the said person or persons are to be convicted before the magistrates, and the parents for their neglect of the children to vndergoe such penalty as the magistrate

shall lay upon them, as alsoe the offending persons shall pay for the fruite stolen, and by them double of the value of the fruits stolen shall be payd to the owners of the saide fruites, and one sufficient witness shall serve for conviction, alsoe any person or persons that is aboue the age of sixteene yeares shall for any fruit stolen by them pay unto the owners of the said goods foure fold as for other stolen goods.

At the said generall court, it is ordered that Mr Howell shall have twenty five shillings for the yeare ensueing for his sounding the drum on the sabath day, twice before the meetings on the sabath day, that is to say half an hour or thereabouts before both morning and evening exercise, as alsoe presently before the beginning of the meeting, and that at every time of his first drumming he goe from Thomas Sayre's corner fence unto, Mr Fordham's door, at the second drumming he is only to drum at the meeting house or the door thereof.

PAGE 92. At a towne meeting held in and vpon the 22 day of Septemr 1651, absent at the second call Ionas Wood, Thomas Burnet Ellis Cooke John Iessup, remitted by ye town at ye same.

At the day of Election in October 1651 absent at the second call in the afternoone Ioshua Barnes Thomas Pope remitted by the said court.

Vpon the 6th day of Octob 1651 being the day of election were chosen by the freemen at the general Court for magistrates Imprinis Mr Edward Howell, secundus Capt. Thomas Topping, tertius Mr Iohn Ogden.

At the same court Richard Mills was chosen secretary register and towne clerk.

At the same court was chosen for constable Ionas Wood called Halifax* who refused to serve in the offiis [and] submitted to the fine of five pounds, [note] fine remitted.

At the same court was chosen for constable and marshall

* There were two persons named Jonas Wood in the town at that time, one from Halifax, the other came from a place called Orm. they are distinguished in the records by the letters H. and O., affixed to their names. they were probably not related, as one was upon a jury to try the other, see page 132 of original.

Richard Post who was sworne to his office the 9th of Octob 1651.

At the saide generall court were chosen five men for governinge of town affairs, William Rogers Henry Pierson Ellis Cooke Thomas Sayre Richard Parrett who had by the saide Courte the same power giuen vnto them, as those which bore the said office the yeare 1650,

PAGE 93. feeb. 28 1651, An action of trespass vpon the case of Mr Richard Smith of this plantation plaintiff, against Thomas Sayre of the same defendant to be tryed next court, [note] this said action is put to reference by consent of the defendant.

March 3 1651.

An action of Tresspass upon the case of Mr Richard Mills of this towne plaintiff, against Thomas Thorpe defendant. The said action is to bee tryed by the magistrates, and Mr Mills plff produceth his booke proving the said Thorpe to bee indebted to him a certain some of money, But the said Thorpe refused to pay him in regard of a pretended assignment to Mr Talman, Mr Mills deposeth hee made noe assignment, whereupon the Magistrates couelude Thorpe is to pay the saide Mr Mills.

March 3 1651 It is orderd by the general court that where-as there was a former order made that Mr Odell, Thomas Halsey and Henry Pierson shall lay out the lotts of late granted soc farre as the land would extend and they being hindered hitherto in regard that in the furlong lying in the great playne commonly called the acre furlong there are several persons that haue land therein, & each person seems to desire it to lye in their own land, It is therefore ordered by this present generall court that the said layers out shall speedily goe about the worke and lay out the said land according to the said farme order made Octob. 27 1651, And if any difference shall bee betweene any neighbours in respect of the laying of the said land in the said furlong the said difference shall be ended by the said layers out who are thereby injoynd to doe their vtmost to lay every person in his own ground, and this to be done by the sayd layers out within ten days next, vpon the penalty of 20s each of them to pay to the town, and for every day after the

expiration of the said 10 days, if the said worke bee not done they shall pay 10s, moreoner every person that hath land in the said furlong, (vpon due warning given by any of the said layers out) shall meet according to appointment and goe and shew them their ground that the said layers ont may proceed as aforesaid.

It is ordered that noe Hoggs or piggs shall be suffered to bee let within the libertiae of the Indians, mentioned in the covenant betweene the towne and them, nor in the plains, whereby damage may accrue to the meadows or corne and if any hoggs be taken therein within 4 days hereafter that then those that are owners of such hoggs shall pay 6d per hogg, for every such hogg soe taken, which some is to bee paid vnto those that bring them home, & if the owners of such hoggs shall refuse to pay, PAGE 94. then by virtue of a warrant from one of the magistrate the said some shall bee recovered as by way of execution.

March 3 1651. It is ordered that when the Miller calleth at 3 dayes warneing, the towne shall gratishly* afford him 20 men to goe to lett in the water of the seaven ponds into the mill pond, whoc are to bee paid 10s by the towne,

It is ordered that nee Inhabitant of this towne and plantation whatsoever shall within the limits of this towne trust any Indian or Indians from the 4th day next ensuing, vpon the penalty of paying vnto the towne so much as the valne is which is soe trusted, the same to be leyed vpon his goods who soe trusteth, and soe much as the said valne is to bee paid vnto any person that makes proof of any such goods soe trusted and the same to bee leved as aforesaid.

It is ordered that noe inhabitant shall sell any bread to the Indians finor than as it comes from the mill,† and noe more than after the rate of 3 lb $\frac{1}{2}$ of dough for 6d, or 3 $\frac{1}{2}$ lb baked, for 6d, and likewise noe inhabitant shall sell to the Indians, Indian corne vnder 6s 8d per bnshel, and 1 yard $\frac{3}{4}$ of cloth and noe

* Gratuitously.

† In this way our worthy ancestors could accomplish the double purpose of selling bran at the price of flour, and conferring upon the benighted savages the benefits of Graham bread, long before Graham.

more for 20s, and whosoever shall goe contrary unto this order in any of the said particulars shall forfeit as in the former order concerning trusting.

It is ordered that every inhabitant that hath sett vp fence against any part of the plaine shall look to & make sufficient his said fence by the tenth day next ensuing vpon the penalty of 12d per pole for every poale, that at the end of the said days shall be found insufficient.

It is ordered that noe cattell shall be suffered to bee left vpon the plaines to ffeede beyond the 20th day of this instant march.

It is ordered that Mr. Mills shall have liberty to sell his lott which was graunted him by the towne, provided hee sell it vn-to such a one as the towne shall like and accept as a neighbor.

It is ordered that Hugh Griffin shall have for his home lott his portion lying southward from or by Thomas Cooper his home lott.

It is ordered that for this present year men have liberty to burn their meadows, at any time henceforward not with standing any former order to the contrary.

PAGE 95. At the town meeting before specified were absent and gone away before the meeting was finished Thomas Sayre Richard Baraett Thomas Gouldsmith, not at the meeting at all, William Rogers Thomas Burnet, those that come somewhat too short in the morning but were present at the agitating of the affaires of the towne, all the fines were remitted by the inhabitants, William Rogers his fine remitted by the generall court held vpon the 23d day of Iune 1651.

At the same time it was ordered that two men shall every sabbath day keepe the herd, and that yf any doe loose them on the Sabbath day they shall the next day looke out them.

At a generall court warned and held in an vpon the 23d day Iune 1651 absent at the second call Richard Smith, alsoe Thomas Sayre departed before the meeting ended.

It is ordered by the general court aboue specified that noe common ground shall be mowed vpon the plains untill the land

graunted be equally divided according to graunt nor vntil the ouerplvs be divided.

It is ordered by the general court that noe person within the bounds and limitts of Southampton shall retail any wines or liquors but Richard Mills, the which is properly conferred vpon him during his time of keeping the ordinary for this town, from this order is excepted the North sea, but in case the saide Richard Mills doe not supply the towne with wine or liquor, during his neglect of not having any to retail it is lawfull for any to retayle to the town, but yf any person or persons shall retayle any wine or liquors when the saide Richard Mills hath to supply the towne, shall forfeit and pay unto the saide Richard Mills ten shillings per quart for euery quart of wine or liquor retayled, and soe proportionate for all retayled,

It is ordered by the general court above dated that Mr John Gosamer have power and authority to hier men or teams for the accomplishing of the water fence of the little plaine, and have the oversight of the performing of the same work vntill all the fence be finished.

PAGE 96. At a general court warned and held in & vpon the 15th of July 1651 absent at call Thomas Sayre.

At a town meeting held vpon the 3d of August 1651 by the inhabitants of this towne it was granted that Bartholemew Smith, shall hane and enioy the whome lot lying about the house or seller which he bought of John Kelly.

At the town meeting the day and yeare aboue written the inhabitants did all consent and agree yt they will within the space of two months after the date hereof pay the some of tenn pounds to Richard Odell in good strung merchantable wampum for gratuity of his resigning vp his title of land at quaganantuck, hethesaid Mr Richard Odell is allsoe ouer and aboue the saide tenn pounds, to have this agreement and pay from the men of the town that before the resignation had agreed with him vpon these tearmes, to cut grass there this yeare ; Richard Odell himselfe is to his share of meadow according to proportion with others bnt is not to pay any part of the said tenn pounds aboue specified.

Christopher ffoster had granted vnto him an hundred and fiftie pound lott, being appointed for him in manner following Number 15 Number 8 Number 14, Thomas Pope hath a 50 lb share out of the same, alsoe the other 50 lb lott for Christopher ffoster lies with Iohn Loomes hundred pound lott being number 3 and Number 12, and number 3 hath on both sides Iohn Cooper 4 acres and 2 acres.

PAGE 97. An action of trespass vpon the case entered by Iohn Budd against Iohn Hubbard vpon the 1st day of Iune 1651, an attachment taken for his appearance at the quarter court to be held on ye 4th day of Iune 1651. Iohn Hubherd three times called to answer the suite, he appeared not nor his attorney at the said quarter court held vpon the 4th day of Iune 1651.

An action of trespass vpon the case entered by Iohn Gosmer against Iohn Hubherd defendant vpon the 1st day of Inne 1651 an attachment taken by distress for his appearance at the next quarter court to be held in and vpon the 4th day of Iune 1651.

Iohn Hubherd at the saido quarter court by the constable throo times called, he himselfe appeared not nor any attorney for him.

An action of trespass vpon the case entered by Thomas Veale plaintiff in behalte of his wife against George Wood defendant entered on the 3d day of Iune 1651 to be tryed at the the next quarter court to be held in and vpon the 4th day of Iune 1651.

At the quarter court held vpon the 4th day of Iune 1651. The sentenee of the magistrates vpon the cross action of George Wood against the wife of Thomas Veale defendant, and Thomas Veale against George Wood, are acquitted and the one set against the other as equivelant in bad language each to other.

Sarah Veale the wife Thomas Veale was at the quarter court held vpon the 4th day of Iune 1651 sentenced by the magistrates for exorbitant words of imprecations to stand with her tongue in a cleft stick soe long as the offence committed by her was read and declared.

PAGE 98. Edward Howell & Captain Thomas Topping was sworne magistrates by the oath appoynted for them, by Mr John Gosmer the 16th day of June 1651 in the presence of Mr. Josias Stanborough Thirstan Raynor Richard Mills.

At a town meeting held in and vpon the 17th day June 1651 it was granted by the Inhabitants of this towne of Southampton that Ieremy Vcale blacksmith of Salem, shall have an hundred pound lott provided that he do come and settle heere before Iamary next & that to his power he in readiness doe all the blacksmith work that the inhabitants doe stand in need of.

It was granted by the Inhabitants at the saide towne meeting that Christopher fioster shall have an hundred and fifty pound lot.

It was at the same time granted that Iolm Loome, shall haue 100 poand lott

It was at the same time granted that Iohn Cooper Iunior shall have a fifty pound lot.

It was at the same time granted that Simon Searing shall have a fifty pound lot.

It is at the same town meeting granted that Bartholemew Smith, Iohn Ouldfield Iohn Iagger & Ionas Bower shall have each particular person of them a fifty pound lot provided, that these said persons have their lotts* granted upon the condition that each of them shall make use of his trade to the best of his power for the use of the inhabitants and to enter vpon the same within thirty days after the date hereof, * * lott vpon the same terms and conditions * * * also it is intended at the * * * lotts shall returne [1 line illegible.]

PAGE 99. March 3 1651 It is ordered by the general court that in consideration of Robert Mervin his care and paines about killing of wolves by setting of guns, or watching or otherwise he shall have 30s per wolfe for every one it appears hee kill-eth, provided that if any beast bee killed in probability by the wolves, and hee the said Robert have notice therof that he re-

* The house lot of John Jagger is the one now owned by Capt. George White. Jonas Bower's home lot is the present residence of Mr. William Hunting. W. S. P.

paire vnto the place where the sd beast is slaine, whether at Meacoaks or Sagaponach or elsewhere, within such a compass and use his best endeavour to kill the said destroyer, alsoe if it happen at any time hee the sd Robert bee warned to any Cort or meeting dureing the time hee is vpon the forsaide design, that hee shall bee discharged and acquitted from such said meeting, hee is not to sett his gun within half a mile of the towne, & if his gun kill any beast hee shall doe his best to find it, and the whole towne to beare the losse,

March 10, 1651, an action of trespass vpon the case entered by Mr. Richard Mills of this town plaintiff, against Mr Iohn Ogden senr, defendant

March 10 1651 An action of tresspass vpon the case entered by Mr Iohn Ogden of the North Sea plaintiff against Richard Mills of Southampton defendant.

March 11 1651, at the court purchased* the jury sworne to try the action of Mr Mills he being plaintiff, were Mr Richard Odell Iohn Howell, Thomas Goldsmith Rob. Mervin, Joshua Barnes, Isack Willman, alsoe to try the action of Mr Iohn Ogden against Mr Richard Mills defendant, The jury finde for Mr Iohn Ogden in both ye actions, assessing vpon Mr Mills 40s damage with increase of court charges.

March 11 1651 An action of tresspass vpon the case entered by Mr Iohn Ogden of Northampt. sea against Iohn Coopr of Southampton defendant.

March 11 1651 at the said purchased court the jury sworne to try the actions of Mr Iohn Ogden plaintiff against Iohn Cooper defendant were Thomas Halsey sen. Mr Richard Odell Iosiah Stanborough Mr Iohn Howell, Tho. Pope and Robert Marvine the jury finde for ye plaintiff assessing two pence damage with the increase of court charges.

Iohn Coopr junior appeals from the verdict to the next Gen. Court.

* The term "purchased court," which is occasionally found in these records, seems to be applied to courts held to try some particular case which for any reason could not be postponed until the setting of the regular quarter court, see page 132 (of original) for an instance in which Jonas Wood has a purchased court on account of his being about to remove from the town. W. S. P.

PAGE 100. March 12 1651 At a general court holden to attend an appeal of Iohn Cooper junior made from the verdict of the jewry impanilled vpon the complaint of Mr Iohn Ogden plaintiff Iohn Cooper defendant the appeal being fully debated and duly considered, at length it was voated and the maior* concluded and determined ye said Mr Iohn Ogden had and hath the true right title and interest in all & every part of the premises in difference, in his evidence mentioned bearing date Nov. the 3d 1651.

March 12 1651 at ye Genll Court it was fully concluded and determined that Capt. Thomas Topping shall have and take vp the land in difference between him & Thomas Hildreth in all paynts as the lyers out did dispose the same to the lott the said Capt possetheth, and a full end of that busines between them, namely for the claime of land.

April 21 1651

Mr Iosiah Stanbrough plf against Iohn Cooper senior defendant in an action of trespass vpon ye case, ye jury find for the pltf eleven pounds thirteen shillings vpon a bill, and the court charges, the defendant appeales to the court at Hartford, and doth by these presents ingage himselfe in ye some of thirty pounds sterling to prosecute the suite there, within a month after the date hereof if oportunitie serve.

Iohn White and Iohn Cooper doe ingage ourselves in the aforesaid sum of thirty pounds that Iohn Cooper shall at the time appointed prosecute the suite between him & Mr Stanborough in Hartford.

PAGE 101. May 1st 1651. At a towne meeting Hugh Griffin desireing to lay down his lott formerly granted him, and by the major part of the towne it was accepted hee beeing to have paid unto him about 16s which hee hath expended about it,

The said lott is disposed & granted vpon Mr Fordham his request vnto Elizabeth Briggs shee being to pay the foressaid some of about 16s,

* Majority.

May 10 1652. It is concluded by the maior part of the towne that the calf herd shall he kept for the ensncing year att Sagarack where they were kept the year last past,

May the 10 1652. It was granted by the inhabitants of this towne that Iohn Robinson late of Salem shall hane as his owne propriety the lottment in the towne which was made and taken out of those parcellis of land commonly called by the name of ffarringtons land the same being formerly intended for a smith and it being of the denomination of an hundred pound lott,

May 28 1652. An action of tresspass vpon the case entered by Robert Mervin plf against Iohm Hubby defendant, this action is not tryed but ye Cort forbear yet because of ye defendants absence,

Inne 1 1652. An action of tresspass entered by Mr Iohn Gosmer plf against Thomas Burnet deft. [Note] the verdict given on page 135,

An action of tresspass vpon the case entered by Ionas Wood II plf against Robert Mervin deft. The verdict is given in page 135.

An action of tresspass vpon the case entered by Ionas Wood H against Henry Pierson deft. [Note] withdrawn by consent.

PAGE 102. Southampton Iune 1, 1652. at a quarter court the jury impanelled to try the action of tresspass vpon the case entered by Ionas Wood against Robt Marvin, Mr Raynor Thomas Sayre Iohn Howell Iohn Cooper sen Mr Smith Richard Barrett, the jury finde for the plf. 2£ 5s damage with increase of court charges,

Alsoe the said Jury try the action entered by Mr Gosmer plf against Tho. Burnet defendant, The jury finde for the plf 5£ 10s damage, with increase of Court charges: Tho. Burnet ye plf Appeals to the General Cort and hath liberty granted by the present Cort soe to doe,

Alsoe Robert Mervin defendant hath liberty to appeale vnto the next generall Court.

Iune 14 1652 by the general Cort then held it wase concluded that William Rodgers his fine of 2s for non appearance at a former meeting or cort is remitted,

Att the sd eort Thomas Burnet was called to prosecute his above said appeale.

Bnt in respect it was questioned whether the said Court had power to take into their cognizance the said appeale, & soe to end the suite or not. It is therefore thought meete that this present Court be adiourned vntill some convenient time wharein the said questions may bee absolutely resolved.

June 14 1652. It was voated & concluded by the generall Court that whereas the Trer* at Hartford sent a warrant te this present constable of Southampton to levy vpon the towne a certaine rate of twenty pounds & odd money, and alsoe It being expressed in the said warrant that pt. of the sd some is to be paid in wheat & part in pease both being scarce in the towne, the constable is taken off by the town from his engagement for collecting the said rate at present and forthwith a letter is [Rest gone.]

PAGE 103. October 6, 1652. It was granted vnto Thomas Pope that hee should have 3 acres of land lying next to Mr Stanborough his home lot, which 3 acres the said Tho. is to possess as his owne right from this time.

It is ordered that whosuever makes it appeare hee killeth a woolf within the bounds of this Towne shall have paid vnto him by the towne the some of twenty shilling, and hee that lyke-wise shall kill a woolf at quaquanantuck shall have 10s in like manner.

October 15 1652. At a townes meeting Ionas Wood H. being chosen last 6th of october to bee constable & marshall and now called to take his oath did refuse soe to doe.

At the said meeting it was concluded that all working oxen & milch cows & calves shall have liberty to goe vpon the plaines,

At a townes meeting November 2, 1652 Isack Willman in a passionate manner said that some of them that voated for the raising of the mill knew noe more what belonged to thesepoose† than a dogg, [Note] he hath given satisfaction.

* Treasurer.

† Sepoose was the inlet connecting Mearox bay with the ocean, opened by digging, but soon closed up again.

W. S. P.

W. S. P.

The inhabitants by the maior voat concluded that the mill shall bee raised at the Townes charge provided it bee raised 10 inches att least and the charges exceed not 10£.

PAGE 104. November the 2 1652 At a towne meeting It was granted vnto Iohn Bishop That his home lot of three acres shall run halfe the depth of other home lotts of lyke denominations, and double breadth, the same to lye from Ioshua Barnes his home lott northward.*

November 5, 1652. At a Generall Court Chosen for 5 men Mr Gosmer. Christopher Foster Thomas Halsey Mr Rayner and Iohn Howell, who shall see to and doe all towne affaires as the dividing or causing to bee divided all the meddows to bee divided, according to former orders, or alsoe to dispose of a new division of land and to see to the causing to bee fenced the ox pasture, and what soever other matter doth or may concern the wellfare of this place & plantation according to their best understanding and discretion, provided that they observe the limitations given former 5 men, which they must alsoe observe, namely the giving of land to any particular person.†

November 29 1652. It was granted by the towne vnto Mr Henry Eason, that hee should have to the quantity of 3 acres any parcell of land hee shall find fitt for his vse near vnto Mr Odell his 4 acres in Cobs pound‡ provided that hee the said Ml Eason doe resign the same vnto the towne agane when hee shall depart the towne, and not make vse of it himself and alsoe that hee secuire the same for his vse hy fenceing it for the time hee makes vse thereof.

PAGE 105. It is agreed at the forsaid meeting Iune the—, That Thomas Ha sey Sen. & his partner whoe are appoynted to lay out the former mentioned meadow shall lay ovt Sagaponack & Seponack mowing ground for a present supply of the

* The home lot of Iohn Bishop is the one now owned by the heirs of Jonathan Withian, Ioshua Barnes home lot is now the homestead of William S. Pellereau. W. S. P.

† It will be seen by this that the office of townsman, embraced the duties now performed by Supervisor and Assessors, and to some extent those of Overseers of poor and Commissioners of highways. W. S. P.

‡ This is the place now called by the onphonious name of "Cobb," probably the title given above is a corruption of some Indian name. W. S. P.

Inhabitants of this towne for this yeare. according as they in their discretion shall think may bee most convenient for the whole, provided that they make the said divissions, & then cast lotts for the same as before is mentioned concerning Quaquanantuck meddow,

June the 27 1652. At a town meeting it was concluded that if any goats bee found without a keeper, and any person see finding them bring them home vnto the owners they the owners of said goats shall pay a penny per goat for them vnto those whoe see bring them home, and alsoe pay for the harme which it shall appeare is done by them.

August 18 1652. It is ordered by the generall court that Inasmuch as Tho. Goldsmith hath mowed ye most considerable pt of the ground granted to Iohn Robinson, hee shall pay towards the rate for capt. Mason, 3s 1½d, And the other 3s Thomas Halsey pays at present & is to bee paid againe by them that shall come to possess the said land.

It was conclude 1 by the voat of the Generall Court that there shall bee yet another attempt made for the letting out of Shinecock water, for the regaining of the salt marsh meddow.

Whereas there was an appeale made by Thomas Burnet June the 1st 1652 vnto the General Court from the verdict of the Inry that then was passed concerneing an action of trespass depending betweene Mr Gosmer plf & the said Tho. defendant it is determined by this pressent general court that Thomas Burnet shall pay vnto the said Mr Gosmer 35s and James Till being interested in the cause of the said Mr Gosmer his loss, & hee the said James leaving himself vnto the determination of this PAGE 106. Court. It is concluded by this Cort that the said James shall alsoe pay vnto the said Mr Gosmer 35s both which somes are to bee paid in current pay within one month after the date hereof, lykewise the said Tho. and James are to pay the costs of the said Cort, for the tryall of the said action each their equall share.

At a towne meeting September 11 1652 It was concluded by the maior pt. that according to the order made august 18 1652

concerning an attempt to regaine Shenecock meadow, the said attempt or tryall shall bee by cutting a trench between Shinecock water & quaquanantuck water, to which end 8 men shall goe with the first conveniency and are to have 2s 6d a man per day for every day they are vpon the said business.

Octobr the 6th 1652 being the day of Election was chosen for magistrates Mr Iohn Gosmer primus, Captain Thomas Topping secundus, and Mr Edward Howell tertius.

October 6. 1652 Henry Pierson chosen Secretary.

October 6, 1652 Ionas Wood H chosen constable and marshal for this year ensuing.

October 6, 1652 Mr Alexander fields, Christopher foster Thomas Goldsmith Iohn Cooper Iur were all and each of them chosen ffreemen of this towne.

It is ordered by the general Cort that vpon any Cort day or towne meeting day, if vppon appearance according to warning there be present but 6 men and either of the magistrates, they shall haue power to proceed to call all that were warned, and they that answer not at the second call shall pay 6d vnto the Towne or Cort, and if any party stay two howres after, hee shall pay 12d in like manner, and if any stay away the whole day he shall pay as aforesaid two shillings, and the company that are metas aforesaid vpon such occasions shall iudge of the aforesaid time, or howres in case any difference bee concerning the same, and those whoe then are present as aforesaid shall haue power topreceed in any matter what soever, which concerns such said Cort or meeting) as it all the warned were present.

PAGE 107. Feb. 25 1652 Mr Iosiah Stanborough plf in an action of trespases vpon the case against Elisebeth Wood the wife of Ionas Wood at the North sea defendant.*

The said Mr Stanborough plf in an action of debt in the behalf of Mr Robert Scott of Boston merchant, against Mr Iohn Ogden defendant.

* This is the Jonas Wood of Oram.

The said Mr Stanborough plf in an action of Tresspass vpon the case in the behalfe of Mr Robert Scott of Boston merchant against Ionas Wood ll. defendant.

March 1st 1652 At a quarter Cort, The Iury impanelled to try the action depending betweene Mr Stanborough plf, and Elisebeth Wood defendant are as followeth Richard Barrett Mr fields Richard Post John Iessup Edward Howell Ellis Cooke Isaac Willman Rob. Mervin Tho. Halsey. The jury hauing heard the witnesses examined, and they find for the defendant, costs and Cort charges.

Concerning the action depending between Mr Stanborough plf and Mr John Ogden & Ionas Wood defendants as above said, it is concluded by the said parties to put the said business to the Arbitration of Mr John Gosmer, Mr Richard Odell, Thomas Halsey, and Richard Barrett, who are to end the same and all matter of difference betweene the said Mr Ogden & Ionas Wood defendants and the said Mr Scott, soe farre as wherein the said Mr Stanborough plf is impowered by the said Mr Scott, And if the said Arbitrators disagree in any particular they shall chuse an vmpire and they are to end the said business by the last of this instant, and the said Mr Stanborough plf and Mr Ogden & Ionas Wood defendants doe bind themselves in the assumptset of 10£ a piece to stand to the'r Arbitrements.

PAGE 108. At a general Cort held the 14 of March 1652 It is concluded that noe inhabitant in this town shall sell any corn or meale or bread to any Indian or any dwelling out of this plantation, vpon the penalty of paying after the rate of 20s per bushel into the towne vpon sufficient conviction, but it is provided that any may impart either of the aforesaid provisions vnto any for his worke or labor, this is to stand in force till this Cort shall see cause to the contrary.

April 14 1653 At a general Cort it is ordered that all, and only those men in this towne that are of 16 years of age and vnder 60 shall keep watch & ward as occasion is, those onely excepted whoe are exempted by office.

William Rogers chosen clerk of the band.

April 25 1653 At a generall Cort, Liberty is given to any Inhabitant to sell vnto ye Sachem any manner of vietuals for the supply of his family for a months time from the date hereof, Mr Odell having promised to vse his hest endeavors to see that the said Sachem buy not for other Indians but tor his particular vse as aforesaid.

John Cooper Jun. hath liberty to sell what corne hee can procure from the maine vnto any English vpon such price hee can afford it, or vnto the Indians prouided warre bee not betwccnc the English here and the Indians' which enforceth reason to the contrary, allsoe any other that shall bring in corne they have hereby granted them the same liberty.

PAGE 109. The 4th day of April 1651 ye aforesaid Thomas Pope drew a 50 pound lot marked with the number 15, Number 8, Number 4, to begin and to be layd out on the north side of the threelots drawn by the said parties and to be fenced [gone]

A towne meeting warned to be vpon [words gone]

April 1651 absent at ye second call [two or three words gone] It is granted by the inhabitants of this towne at the saide towne meeting that Thomas Goldsmith shall have a hundred pound lott in this towne of that which is now to spare and is to be that which was granted to Daniel * [rest gone]

It is granted by the towne at the said towne meeting, that Richard Mills shall have the old meeting house with the apurtances to help to enlarge his house for which said gift the said Richard Mills doth ingage himself to the towne to keep an ordinary for strangers for diet and lodging & to begin vpon the 5 day of May next, and soe to continue in the same for the space of four years, & yf soeuer hee doe refuse to performe the same he doth ingage himself to pay 5s for every year that he shall not in the saide town keep the ordinary

RICHARD MILLS.

The 11th day of April 1651 at a towne meeting Whereas in the proportioning of the great and little plaines the five men was ordered to haue some to sell on the north side of the great plaine to those that come lately and had noe fence there at all,

it is now by the towne ordered that those that have fenced the space on the north side of the great plains shall keep and maintaine the same, and the said men shall make up their proportion of fence* [rest gone]

PAGE 110. [The 110th page of original is illegible; from a few words that can be deciphered the record seems to be an order about fence on the plains.]

PAGE 111. At the aforesaid general court Jan 9 1653 It is ordered the east end fence of the little plaine shall be taken up & removed further east ward, and more land taken in according to the present townes mens discretion to supply divers who want of their complement of land in the plaines, as alsoe to supply an Indian (if need bee) that hee may keep the plaines instead of the gintence, according as such Indian may be agreed with by the said townes men.

Feb. 2 1653 At a towne meeting. It is ordered that according to former order those that bring home hoggs from Shenecock or Seponach or the plaines shall have 6d per hogg paid them by the owners & upon their refusall to pay they that bring them home shall repaire to John Cooper Sen. & Thomas Saire who shall prise part of such hoggs that soe therein and thereout they the said bringers home may be satisfied as aforesaid, & if the said two men to prize bee troubled therein they alsoe shall bee likewise paid ovt of such hoggs 12d per piece.

It is ordered that in as much as the Indians will fence their share of fenceing betweene them and us with 5 railes or that which shall bee answerable therevnto the towne alsoe will & shall fence their proportion in like manner which may bee fence sufficient against hoggs and all sorts of cattell.

March 8 1653 It is ordered that there shall bee a conclusion made by the Court (if it may be) concerneing a settled way for cutting out of what whales shall be cast up. Whereupon it is ordered that according to a former order December 5 1648

* It may be well here to remark that the 109th page of original was when the records were copied by the editor in 1862, so utterly illegible that no attempt was made to copy it. In 1871 the faded writing was treated with prussiate of potash by Rev. G. R. Howell, which so far restored it that the foregoing copy was made. W. S. P.

what whales shall be east vp, shall be cut out by the squadrons which are divided by the last 5 men chosen, and to haue a third pt of what they cut for their paines besides their share with the towne, and what soever whale or parts of whales shall be gained by any whom it may concerne as aforesaid they shall PAGE 112 lay it about high water mark, and not meddle with deviding, or diminishing it, or any part thereof until it bee brought to towne at the townes charge, and laid in or about the towne pound, and the said cutters to pay a third pt of the said charge, besides their share with the towne,

The Squadrons are divided as followeth,

Fifties		4 John Howell
3 Mr Richard Smith	1 John Iagger	3 Ionas Wood
4 Mr Rainer	1 Ionas Bower	1 Bartholenew Smith
3 Mr Odell	2 Ioseph Rainer	3 Christopher foster
2 Iohn Lum	3 Thomas Halsey	1 The Miller
Second Squadron	Third Squadron	Fourth Squadron
4 Mr Howell	3 Captaine Topping	2 Thomas Cooper
2 Mr Gosmer	3 Mr Fordham	3 Thomas Halsey
2 Ri. Post	2 Ellis Cook	2 Edward Howell
2 Wm Rogers	3 Iohn White	2 Iohn Iessu
1 Geo. Wood	3 Henry Pierson	3 Richard Barrett
2 Sam Dayton	1 Iohn Cooper Jr	3 Mr Gosmer
2 Rob Mervin	3 Mr Howell	3 Mr Topping
3 Mr Iohnes	4 Thomas Sayre	3 Mr Fordham
3 Tho. Cooper	3 Mr Gosmer	4 Mr fields
3 Mr Stanborough	3 Obadiah Rogers	2 Isaac Willman
2 Ioshua Barnes	2 Tho. Burnet	3 Iohn Cooper Sen
1 Iohn Bishop	1 Tho. Pope	1 Widow Briggs
2 Tho Hildreth		
1 Iohn Oldfield	Memorandum that after ye squadrons	
1 Mr Hampton,	had gone round not orderly, the town	
	began according to order. Mr Smiths	

Squadron cutt next Mr Iohnes at Spring 1655, next Iohn White his Squadron cutt April 26 1655, Richard Barrets squadron cut

may 1655, Mr Smiths squadron cut may 9 1655, Richard Poscutt in Aprill ,56.

It is left to the care and discretion of the townes men to provide earts to fetch home what whales shall be eutt ont as aforesaid from time to time, " order of the 5 men namely Mr Gosmer Mr Rainer Thomas Halsey Christopher ffoster & Iohn Howell, Mr Smith his squadron was to cut first, Mr Iohnes his squadron second [rest gone.]

PAGE 113. Sept 12 1653 At a general Cort, It is ordered that no cattell whatsoever shall be put to or kept at Seponach or shinecock, and if any be found there they shall be fetched off, vpon penalty of ten shillings a day tobee paid by the heardsmen or any other person belonging to the towne or the north sea that shall herein transgress vntill the 5th of October next ensueing.

Sept 12, 1653 An action of trespass vpon the case entered by the towne against Robert Mervin.

An action of Slander entered by Tho. Vale against the wife of Samuel Dayton to 40£ damage.

Sept 16, 1653 At a purchased cort, the said action of Slander entered per Tho. Vale plf against Sam. Dayton defendant. tryed by 12 men namely Mr Richard Smith Mr Thurston Rayner Mr Itichard Odell Thomas Halsey, Iohn Howell Richard Barret Christopher ffoster, Tho. Goldsmith Tho. Sayre Tho. Cooper Iohn Jessup Isack Willman.

The said Iury finde for the plf. three pound damage. with increase of Cort charges.

Sept 28 1653 An action of bloodshed & battery entered by James Till plf against Iames Herrick defendant the same to be tryed the next quarter Cort, [note] The said parties are agreed without a tryall.

PAGE 114. Octobr 6 1653 At a generall Cort was chosen for magistrates first Mr Iohn Gosmer, Second Captaine Thomas Topping, third Mr Edward Howell. Henry Pierson chosen Secretary Mr Alexander ffields Constable & marshall

It is concluded that Tho. Saire shall haue paid vnto him by

the towne the sum of ten shillings as an allowance vnto him for some pitts that hee imparted to the highway for which hee was to have allowance by order made formerly when Mr Wells & Mr Gibbons were here.

It is concluded that the miller shall haue given vnto him a full & direct answer concerning a seeming difference at present between the Towne & him about his covenant with the towne concerning opening the sepoose, and ye said answer to be given him within 10 dayes after the returne of Mr Gosmer.

October 24 1653 At a towne moeting it was conc uded that Captaine Topping Mr Rayner & Iohn White are appointed & left to agree (if they can) with the miller concerneing the alteration of his mill to ease the towne of the burthen of opening the sepoose and what bargaine they make the towne for their part will stand to.

It is concluded alsoe that Iohn Cooper Sen shall send forth men to seeke vp and bring to the towne what cattell they can meete with beyond the eannoo place, & the charge thereof is to bee levyed vpon the dry heard.

PAGE 115. Sept 16 1653 by apeyntment of ye 5 men as followeth, Mr Gosmer being chosen treasurer had delivered vnto him by the 5 men, for the townes use as followeth.

23 lb of gun powder which was brought in by Ionas Wood II.

10 lb of gun powder & 175 of lead which was bought by himself.

1st of October 1655 At a town meeting the abcue said ac-
compt being considered noe person or persons appearing to wit-
nes the delivery affore said of the powder & lead. It is not dis-
cerned but that thereis a mistake in the said account of what
is abone said to bee delivered, vnto Mr Gosmer and hee hath
received, and there was delivered vnto him insted of the 23 lb
of powder by or from H Wood onely a barell with powder in
it, both which contain barely 26 lb, * * powder aboue said
and hnt 60 lb of lead, [rest of this page gone.]

PAGE 116. february 4 1656. At a towne meeting it was agreed

that the liek^{quor} that was taken from Goodman Gouldsmith, he shall have his money returned namely the townes part of it

Allsoe at the meeting there was a contribution to Goodman Gouldsmith becaues of his loss by tier.*

Mr Topping one bushell of wheate.

Mr Gosmer two bushels.

Mr field three peeks of wheat.

Thomas Sayre one bushell.

Henry Pierson the value of half a bushell of wheate.

William Ludlam half a bushel of wheate.

Isaack Willman half a bushell of wheate.

Thomas Halsey Iunior 2s, 6d.

Ioseph. Rainer halt a bushel of wheate.

[Rest of this page gone.]

PAGE 117. at the aforesaid Cort Aprill the 4, 1654 It is ordered that Mr Iohn Ogden Sen & Ionas Wood H. shall bee the prizers of the goods and ehrttells belonging to Wm Paine of late deceased.

May 23, 1654 At a towne meeting it is concluded that Thomas Goldsmith for vp at present sufficiently and maintaing ye portion offence belonging to the widdow Briggs. hee shall hane commoindg in the ox pasture for a payre of oxen.

Whereas Mr Richard Smith had a grant of some addition of land vnto his home lott and the condition whreupon ye said addition was granted cannot bee at present produced, either by him or by the town, and the said Mr Smith referring himself to the townes conclusion concerning the premises. It is ordered by this towne as followeth, that Mr Smith shall have the said addition of land at his home lott still as his owne propriety, and shall from time to time secure the little plaine by fencing sufficiently betweene his said home lott and the little plaine,†

* It appears that in the Spring of 1657 an attack was made upon the town by the Indians. Several houses were burned, among them was the house of Mrs. Howell (widow of Edward Howell). Probably Thomas Goldsmith was another of the sufferers. (See Howell's History, page 165. W. S. P.)

† Mr. Richard Smith's home lot was the one now owned by Capt. Edward Sayre on the west side of main street and next to the lane leading to the pond. W. S. P.

leaving a sufficient watering place for all sorts of cattell against the lane end, betweene hissaid lott & the little plaine, the same to bee finished within six days after the date here of vpon penalty of paying what it shall cost making or repairing the said fence against the said watering place to secure the plaine as aforesaid.

It is ordered that if any mans lott in this towne hee in the judgement of men sufficiently fenced, and little piggs bee permitted by the owners (notwithstanding warning) to come within such lottments, then vpon the oath of the tresspassed before one of the Magistrates the owners of such piggs shall pay 6d per pigg for every time any such piggs doe tresspass as aforesaid,

It is granted vnto Bartholemew Smith that hee laying down about $\frac{3}{4}$ acre of land in the little plaine he shall have ye acre in ye acre division in the little plaine that was laid out to ffaringtons land,

It is granted vnto Tho. Vale that hee [words gone] vaeant in the plaines or else where [words gone] home lott hee hath bought a [gone] as the town is capable a fifty [gone] 6 acres in the plains.

PAGE 118. March 1653 At a general Cort Edmond Shav was censured for his excesse in drinke to pay vnto the towne the some of tenn shillings the same to be exacted at the discretion of the magistrates according to his future behaviour.

It is ordered that whereas Tho. Goldsmith is prevailed by the town to keep an ordinary in this towne, there is noe person shall retaile any liquors or wines or strong drink within the bounds of this plantation hut hee the said The said Thomas Goldsmith vpon penalty of ten shillings per quart.

It is ordered that if any pson above the age of fourteene shall be convicted of lying by two suffieient witnesses, such pson soe offending shall pay 5s for every such default, & if hee have not to pay hee shall sit in the stox 5 howres.

It is ordered that for preventing of evill which is subject to affl out by reason of excessive drinking of strong drinke, that

whoe soever shall bee convicted of drunkenness shall for the first time pay 10s the second time 20s the third time 30s.

Thomas Sayre and Ioshua Barnes for speeking vnseemly and vnsavory words in the cort or concerning the cort were fined to pay 10s n piece, [note] ye fines remitted vpon their acknowledgement March 6 1654,

March 26 1654 An action of Battery entered per Thomas Burnet plf against Iohn Cooper defendt to bee tryed at a pnr-chased cort April 2d next being the next thurd day of the week.

November 21 1653 At a towne meeting It is coneluded that if the miller goe forward with his covenant with the towne hee shall have 6 men allowed him by the Towne to help him,

By the unaior voat it was coneluded that there should bee 3 men chosen to order towne affaires, the 3 men chosen are Tho. Goldsmith Iohn Iessup and Henry Pierson who have committed vnto them the same power which was granted & comitted vnto the 5 men chosen for the last year.

It is granted vnto Henry Pierson that hee shall haue as his propriety 3 acres of land at the out side southward of Iohn White his fence, in the same forme that his lyeth, (in lieu of 3 acres which hee imparteth to the towne) both which are & doe lie by ye pond commonly called ffarringtons pond* ranging with the old side of the towne.

It is ordered that Mr Iosiah Stanborough Christopher ffoster and Henry Pierson shall lay out a new devission or devissions of land for the towne where they shall think meete as alsoe the meadow which is yet undevided, and of both for quantity and for manner according as may bee most eordneable to the townes conveniencie, in their the said layers out best discretion whoe are to bee paid as they and the townes 3 men shall agree.

The censure of the Cort concerning Geo Milner That the said Geo. Milner shall pay vnto the towne 5s because of his misdemeanor in excess in drinking, ye which allsoe he shall acknowledge & his evil therein, at some towne meeting hee being called therevnto.

* This is now called old town pond.

Iau 9 1653 At a general court, It is concluded that if the Indians will suitably fence one half betweene them & us that then ye towne will fence with 3 rails or that which is answerable therevnto, the other halfe, and what soever else may bee thought necessary to bee done about or concerning the said fencing, as treating & concluding with the Indians about it, & disposing of the fence in regard ot placing it, is referred to 4 men namely Ionas Wood at North sea, Iolm Iessup Tho. Goldsmith & henry Pierson.

It is granted to Tho Halsey that hee shall haue in lieu of 28s paid for the towne formerly a 2 acres of land if there bee so much lying at the head of the ox pasture by the head of the long creek at the west end of the plaine.

PAGE 119. The Division of lande called Sagaponack, division laid out in Ianuary 1653 by men appointed by the towne, and by their apoyntment divided, & disposed into 41, hundred and 50£ lotments, and lying as followeth,

- No. 1 } 24 acres at the wigwam & pond lying neare the extent
 2 } of the towne boundes toward East Hampton and to be laid out by them yt they shall belong to.
 3 6 acres more or less lying on ye east side of Sagaponack little pond, : from the west side of the said little pond to the east side of Sagaponack pond is 22 lotments and are eastward of the numbered stake as followeth,

	Poles wide	No.	Poles wide
4	12	15	8
5	11 $\frac{3}{4}$	16	8
6	11 $\frac{1}{2}$	17	8
7	11 $\frac{1}{4}$	18	
8	11	19	
9	11	20	
10	11	21	10
11	11	22	10
12	11	23	10
13 on both sides the } little creek angular }		24	12
		25	16
14	8		

No 1	The Goldsmith 100 } and Iohn Oldfield 50 }	20	Christopher Foster
2	Sain Dayton	21	Mr Rianer
3	Tho. Burnet 100	22	Ioseph Rainer 100
	Iohn Howell 50		Mr Rainer 50
4	Thomas Sayre	23	Tho Halsey
5	Mr Edward Howell	24	Ellis Cook 100
6	Mr Odell		Iohn Iagger 50
7	Captaine Topping	25	Mr Richard Smith
8	Mr fields 100	26	Tho Hildreth 100
	Isack Willman 50		Mr Hampton 50
		27	Mr Fordham
PAGE 121.	9 Iohn Cooper sen	28	Thomas Cooper
10	George Wood 100	29	Ioshna Barnes 100
	Widow Briggs 50		Iohn Bishop 50
11	Henry Pierson	30	Mr Edward Howell
12	Iohn Howell	31	Iohn White
13	Richard Post 100	32	Isack Willman 50
	Tho. Sayre 50		Wm Paine 100
14	Obadiah Rogers	33	Mr Edward Iohnes
15	William Rogers 100	34	Mr Iohn Gosmer
	Bartho Smith 50	35	Iohn Jessup 100
16	Mr Fordham		Iohnas Bower 50
17	Captaine Topping	36	Mr Iosiah Stanborough
18	Iohn Lnms 100	37	Mr Iohn Gosmer
	Mr Howell 50	38	Richard Barret
19	Mr Gosmer 100	39	Edward Howell 100
	Iohn Cooper Iun 50		Mr Stanborough for Pope 50
		40	Iohnas Wood
		41	Tho Halsey

It is ordered and concluded that the 23rd lotments in Sagaponack field the first of them being No 3 buttting vpon the marked tree a little aboue the head of the little pond, the head line running from the said tree vnto another marked tree neare a little hollow coming out of Sagaponack pond which is neere to a parcell of reeds.

PAGE 122. Seaponack Division feb 1654.

No. 1	Richard Barret	16	Thomas Burnet 100
2	Tho Sayre		John Howell 50
3	Mr Fordham	17	Geo Wood 100
4	Mr Dell		Widow Briggs 50
5	Mr Iohues	18	Mr Fordham
6	John White	19	Mr Smith
7	Obadiah Rogers	20	John Howell
8	Edward Howell 100	21	Mr Rainer
	and Mr Stanborough in the right of Thomas Pope a 50.	22	Tho Hildreth 100
9	Ioshua Barnes 100		Mr Hampton 50
	John Bishop 50	23	Isack Willman
10	John Lunm 100	24	Henry Pierson
	and Mr Edward Howell 50	25	Richard Post 100
11	John Jessup 100		Tho Sayre 50
	John Cooper Ir 50	26	The Goldsmith 100
12	Wm Rogers 100		John Oldfield 50
	Bartho Smith 50	27	Christofihier ffoster
13	Thomas Halsey	28	'Tho Halsey
14	Ellia Cook 100	29	Jonas Wood
	John Iagger 50	30	John Cooper Sen
15	Ioseph Raner 100	31	Mr field
	Mr Raner 50	32	Sam Dayton
33	Mr Stanborough		Isaack Willman
34)	Captain Topping		
35)			
36	Tho Cooper		
37)	Mr Howell		
38)			
39)	Mr Iohn Gosmer		
40)			
41	Mr Gosmer $\frac{2}{3}$		
	Jonas Bower the other $\frac{1}{3}$		

PAGE 123. May 30 1654 At a general Cert the covenant betweene the towne and the miller being considered and all matters concerning the same well weighed, the conclusion of the Court by maior voat is that the towne doe and will stand vnto the said covenant betweene the towne and the miller, namely William Ludlam, and doe resolve to prosecute the said covenant for the attaining supply of sufficient grinding according vnto the said covenant, and the townes necessity or else to have their money and land unto their hauds againe.

It is ordered that Thomas Halsey and Henry Pierson shall layout the land granted vnto Thomas Vale to make up his fifty pound lotment, hee satisfying them for their paines.

Edward Howoll & Isaack Willman are chosen to view the fences and they are to goe about the said business on second day next and to have 2s 6d a peece per day the same to be paid out of the fines arising for defect in fenceing.

June 3 1654 At a general court by the maior voat it is concluded that the miller should haue liberty to lower the mill, and the said miller namely William Ludlam ingageth to grind, notwithstanding the back water, soe long as the mill will goe, the Towne being at their liberty for opening the sepose.

At the said court there being a great disorder by reason of ye departre of some of the members thereof before the adiournment or dissolution of the saide Court the major part of the Court being left, and troubled at the said disorderly carriage especially considering that the said departure was before the full consumption of what then was agitated and acted, the said maior part left determine ye court shall be called, and all absent that departed as aforesaid shall pay according to former orders, And that Thomas Halsey shall pay moreover 5s for his contemptuous cariage vnto ye Court, at his departure.

Mr Gosmer was chosen to voat in the premises and in absence of others aforesaid and what else necessary.

PAGE 124. July 3 1654 At a towne meeting, A letter from ye deputy Governor to Mr Howell concerning the towne being read, and it being inserted in the said letter that instructions

shall bee sent when & where our souldiers shall meete the souldiers that goe from the maine, & there yet heing noe instrnection sent, the Towne doe ingage to beare in the general what penalty may come by reason of our soldiers not being sent at present.

It is ordered that the 3 men shall take notice of mens occasions that are prest to goe for souldiers and in their absence shall give in to the magistrates what they conceive is fitt to bee done for the absent, and whoe vpon accountt should doe, what is to bee done, & when.

July 18th 1654. An action of blood shed & battery entered by Thomas Burnet against Iohn Cooper Iunnr.

An action of Battery entered by Thomas Burnet against Iohn Cooper Ir. both to bee tryed next quarter Cort.

July 20 1654. An action of slander and defamiation entered by Mr Henry Eason plf against Wm Rogers defendant.

At a towne meeting Aug, 21 1654 It is ordered that Tho. Cooper shall have power to call forth those that are behind hand to work at the highway & to mend the bridge & making watering for cattle, & to call forth what other help, hee shall see necessary to effect the same in yt manner which bee in his discretion and what else he shall advize which he shall think meete, the same to be gone about within 10 daye here of, whoe ever refuseth to doe as aforesaid having warning shall pay 3s per day, and another forth with to be hired in his room

It is concluded that ye towne refer ye answer to be given to the two handes of Indians yt came vp this day concerneing their present distress abovt the Naragansets, vnto Mr Howell Mr Topping & Mr Gosmer,

PAGE 125. Sept. 5 1654. An action entered by Iohn Cooper Ir plf' against Ionas Wood II. defendant concerning a bill,

An action of yo case alsoe entered by Iohn Cooper against Ionas Wood defendant concerning 4 pounds worth of beaver dve vnto the plf,

An action of tresspass vp in the case entered by Iohn Cooper

Iun against Ionas Wood H, in the behalfe of Ioicph Garlick of East hampton,

An action entered for Ionas Wood H against Iohn Cooper Ir of trespasse vpon the case for slanderous words,

The Jury men to try the said actions are Mr Rainer Christopher ffoister Richard Barret Iohn Iessup Mr Odell Richard Post,

The Iury finde for the plaidtiff in the first action entered for Iohn Cooper, damage 5s for detainment of the bill by the defendant, & Cort charges, and to deliver in the said bill or else forthwith to give the plf an acquittance,

In the second action the said jury finde for the plf. fowre pounnds worth of beaver, as shall bee iudged by 2 indifferent men worth 9s per lb as allsoe 10s damage with increase of Cort charges.

In the third action entered by Iohn Cooper plf, the jury finde for the plf, that the defendant shall satisfie the byll due to Ioseph Garlick, with 2 pence damage and increase of Cort charges.

As concernin the action wher'in Ionas Wood is plaintiff vpon the request of the Iury of 3 months time to bring in their verdict It is allowed by the magistrates vnless they shall see cause to call them forth to ishue it before.

Ionas Wood hath liberty vpon his request to the Court of a review of the aforesaid cases & actions to be tryed within 2 months of the date hereof

This court adjourned vntil the 14th of this instant month.

PAGE 126. Ionas Wood October 5th 1654 entereth his revise concerneing the foresaid 3 actions the former jury sworn to try it, in the first and in the second actions, the jury find for the defendant namely Iohn Cooper, Cort charges to be payd by the plaintiff namely Ionas Wood.

The next day beeing Oct. 6th, In the action concerning Ioseph Garlick the jury finde for the plaintiff 30s damage and charges of the Cort.

Concerning the action of defamation they finde for the plf namely Ionas Wood 50s damage, and acknowledgement, with Cort charges or ten pounds and no acknowledgement, with cort charges. And the acknowledgement to bee made the next towne meeting, and the acknowledgement to be that Iohn Cooper hath done him wrong in saying that Ionas Wood lyed against knowledge and conscience. [Note] the defendant is granted an appeale.

Octob. 6 1654 At the general Cort chosen for magistrates Mr Iohn Gosmer first, Captaine Topping second, Mr Rainer third.

Henry Pierson chosen Seceretary.

Ellis Cooke chosen Cunstable and marshall & sworne.

Thomas Sayre Ioseph Rainer Edward Howell chosen for townsmen.

It is ordered that Captaine Topping Mr Iohn Gosmer Mr Thirston Rainer, being attended by Henry Pierson are to write a letter to the cort at Hartford by way of request concerning easing the towne in respect of rates.

Whereas Mr fields the last cunstable could not give a ready accompt of about 20s it was remitted by the Cort.

That there shall be a committee to peruse the Court papers and to regulate the Cort books, to reserve what is of vse and to cashier the rest, the said committee is Captaine Topping Mr Gosmer, Mr Rainer, Thomas Halsey, Mr Odell and Henry Pierson.

Henry Pierson hath allowed him for his years services at the Cort 10s.

Octob 20 1654 At a towne meeting It is granted that any Inhabitant shall haue liberty to digg pitt or pitts to catch wolves provided that such pitt or pitts are not digg within one mile of the towne, nor within 2 miles one of another, And provided that the owners of such pitts view them every 3 days, and maintaine their fence about them according to the wanted manner of them, The Towne doe agree that whateuer damage come to
PAGE 127. any in particular by reason of the said pitts the

same shall bee satisfied and discharged by the whole towne, and for every wolfe [that] is killed by meanes of such pitt or pitts, the towne iugage to pay 30s, And those that make any such pit shall within 24 howres giue public notice to the towne of the same where it is, and also it is provided that what pitts are digged as aforesaid, shall be finished within 20 days of the date hereof, and the course now settled to be continued for the terme of 3 yeares hereafter, except only that if any such pitt proue offensive to the towne it shall be stopped or blockt vp at the expiration of 12 months, and if the owner of the pitt hath not ere then killed 3 wolves the towneshall and will allow him or them 30s towards their charge which they haue expended about it,

November the 5th 1624. At a general court, Iohn Cooper Iun entereth his revise against Ionas Wood. The jurymen to try the said revise are those within said to try the action between Mr Fordham and Thomas Halsey, and they bring in a special verdict or in effect they leave the thing as they found it.

At a Cort Ian, 3 1654 the revise still or againe called vpon 13 men warned, but the jury to try the said revise are Mr Smith Sam Clark Tho Weeks Iohn Ogden Christopher Lupton Iohn Lum Tho Hildreth. The verdict of the Jury brought in Ian 8 1654.

Wee of the Jury find for Ionas Wood 5s damage (in case hee make publick aeknowledgment that hee that is Iohn Cooper hath untruely accused Ionas Wood to lye against his conscience & knowledge,) if not, to pay to Ionas Wood 10lb sterling with increase of Cort charges which hane been necessarily expended about the same.

Iohn Cooper Apeales to the general Cort

At the general Court held Ianuary 31 1654 It is ordeed that vpon every special general Court that is called to decide any matter betweene particular parties that doe appeale therevnto, the members of the said Cort shall have paid vnto thom 18d a peece for every day.

PAGE 128. December 22 1654. at a particular Cort, Mr Rob-

ert Fordham plf in action of tresspass vpon the case against Thomas Halsey Sen defendant, The Jury men to try the said action, Mr Odell Tho Sayre Mr field Richard Post John Howell Edward Howell, Christopher foster, Win Rogers, and Tho. Goldsmith, whoe finde for the plaintiff for the tresspass in taking vp the horse illegally two shillings damage with increase of Cort charges And the Jury meddle not with determining whose the horse is.

The defendant The. Halsey Sen Appeales to Hartford and is bound in the sunset of 40£ to proseeute there.

December 29 1654. Ioseph Rayner entreth an action of slander & detamation against Ionas Wood H. 100£ damage, The action called upon Ian 3, 54 but Ionas Wood making his plea to the cort that hee was not prepared to answer to the suite, vntil the 15 of Aprill next, At which time the said Ionas Wood is ingaged to answer.

At a general Cort Ian. 31 and feb. 1st 1654 The Appeale of John Cooper made & heard, by the Cort, and the cause considered, the first conclusion by the major voat (there being but 2 persons or voats in accompt differenee,) Is this that it is found Ionas Wood had paid for the boat, the major voat being 17 persons, the other 15,

It is concluded by the maior voat that John Cooper should pay noe damage.

That for costs each should pay & beare his owne charges and Cort charges to bee borne equally betweene them.

Ionas Wood Appealest: Hartford, hee the said Ionas is bound in the some of 30£ to proseeute the said appeale at a particular Cnstonary Court in may next, John Cooper bound in like bond to answer.

It is ordered that all depositions taken before any of our magtrates at any time, shall bee entered into the Cort booke, and they to pay for the entering of them that desire them.

PAGE 129. At the Court held June 12 1655, Hugh Griffin is called and hee appeared not wheretore the distress taken of his goods, ye distress being a heifer and a calf is forfeited, the which

said distress is adjudged by the Cort to bee a prized and then to bee committed unto the handes of Christopher Foster to satisfy him for such particulars as followeth, which hee declareth the said Griffin oweth vnto him for wintering his cattell 30s which the plf ingaged should be paid to Tho. Vale, more 25s which the plf paid to Ionas Wood for wintering the said Hugh Griffin his cattell more ye plf ingaged for him to Iohn Oldfield 20s, more due from him vnto ye plf vpon his owne accompt 34s 4d cort charges is 5s 10d.

Wherevpon the plf namely Christopher Foster doth binde himselfe in the some of twenty pounds vpon condition that if he the said Hugh Griffin or his assignes shall hereafter desire to appeare to the said action that then the said distress or the full value of it shall hee returned into the handes of the Cort vntill the said tryall shall have passed in the case, witness my hande.

(Autograph of Christopher Foster.)

October 5 1653 Mark Meggs entereth an action of trespass vpon the case for slanderous words against Iohn Miller.

PAGE 130. October 6 1655 Att ye Cort of Election chosen Magistrates first Mr Gosmer, Second Captaine Topping 3d Mr Ogden.

Henry Pierson chosen Secretary.

Thomas Cooper chosen for eunstable and marshall.

Chosen for townesmen William Rogers, Isaack Willman and Iohn Cooper Sen, who shall haue like power which former 3 men and five men had.

It is ordered that whatever cattle or hoggs come into the great or little plaines, and come to be impounded, or if any of the said creatures doe harme any manner of way in the said plaines, they that impound them shall haue pommidg, and they that haue harme done shall haue damage of the owner.

of the said creature. And hee or they that are the owners of the said cattle if they can find where the said cattle broke in, or if not yet if there bee fenceing where they that hee appointed for that purpose shall esteem they might come in, they the owners of such fence where they did come in, or where they might come, shall repay vnto the owners of such cattell what ever hee or they are constrained by any order of this cort to pay for such cattell, aforesaid, And whoe soeuer is to receive for damage shall chuse one man and hee yt is to pay shall chuse another, to view and conclude the damage, but vpon his refusall, hee that is to receive for damage shall have liberty to chuse another, to view and conclude the damage, but vpon his refusal, hee that is to receive for damage shall have liberty to chuse two men who shall conclude what such person or persons are damnified. And the said impounding or damage shall be leyed by the constable by way of execution and paid vnto the persons to whom it belongs, & they yt pay the said impounding or damage shall pay allsoe vnto the constable as for an execution,

At the said Cort it was granted vnto Mrs Ellinor Howell that she should haue the administration of all the goods belonging vnto Mr Edward Howell deceased.

PAGE 131. October 23, 1655 At a town meeting John Iesup chosen to bee ye man to lead out the company to the seepoose.

Whereas Thomas Halsey hath occasioned a difference betweene the towne and him concerneing his two closes whereby disturbance hath arose in the towne hee the said Thomas Halsey acknowledged himself sorry for his fault therein and desireth of the towne their curtesy therein, wherevpon the towne doe consent vnto the said Thomas Halsey that hee shall haue his said closes in particular to himself vpon this consideration that hee shall keepe vp his said fences in that manner that through his said ground noecttelle nor hoggs shall come at any time into the plaine, and for what fenceing stanes against his eastward close which was set vp by any other than himself hee

shall pay for the same unto the towne vpon demand according as some of the said fenceing east the towne, or hee shall sett vp soe much sufficient fenceing where the town shall appoynt him, and if the towne demand of him the fenceing then they yt now are owners of ye said fence are to maintaine it, And alsoe the said Tho. Halsey shall pay those men forthwith who of late were employed to put the cattell into his inclosure.

PAGE 132. October 30 1655 at a particular Cort Captaine Silvester entereth an action of tresspass upon the case against Ionas Wood H of Southampton, the jury to try the sd action Christopher foster Ionas Wood O. Edmond Shaw Iohn Lum Ri Howell Ioseph Rainer Mr ffield Iohn White, Tho. Sayre, Ri Post Mr Hampton Ellis Cooke.

Autograph of Thomas Sayre.

The verdict of the jury Wee of the jury finde for the plaintiff a mare and her increase since the time of the first covenant, as allsoe 1£ 5s east and allsoe Cort charges, the cort give judgement accordingly.

December 1st 1655. An action in the case entered by Ionas Wood H. against Ioseph Rainer to be tryed at ye next quarter Cort, [note] ye plf nonsnited.

An action of tresspass entered per Ionas Wood against Tho. Cooper & Iohn Cooper Ir.

The jury to try the action of tresspass against Tho. & Iohn Cooper were [the list is not in the original.] The jury finde for the plaintiff Cort charges with the mare and her increase, ye defendant appeales to the general Cort that is to bee tomorrow [note] judgement is awarded according to the said verdict

In respect of Ioseph Rainers suite the Cort doe answer vnto Ionas Wood that if hee haue occasions to remove from the towne before next quarter Cort then rather than the said Ionas shall be damuified hee shall haue a purchased Cort to cause Ioseph Rainer then to answer him.

But Ionas moveing yt hee is shortly to remove the Cortgrant to him yt if he please hee shall haue a Cort 6 weeks hence.

PAGE 133. At a general Cort Ianuary 25 1655. To prevent abuse by drinking liquors. It is ordered that noe liquor whatsoever that is distilled shall bee sould within the limits of this towne by any but byonr neighbor Iohn Cooper who shall have liberty to sell it to all people as necessity or [word gone] in his iudgement requires, whome this court doe trust that the boundes of moderation & sobriety bee not exceeded by any in his presence, or at his house. And that hee will carefully observe the quanties hee doth sell to any out of his house, yt so hee may prevent this great disorder at present in respect of the Indians their having liquors and abusing themselves there with, and that to his best skill or understanding hee may prevent any from buying liquors of his that will or may sell to the Indians, And as for himself hee will willingly depose that direct y or indirectly he will not sell or put to be sould, any such said liquors vnto any Indian or Indians. Allsoe it is ordered that if any doe bring in such liquors within the bounds of this towne and sell them to any but vnto him the said Iohn Cooper, or put them a shore excepting only eascs of necessity such said liquors shall be forfeit. one half to him yt seizeth them and the other half to the towne. Allsoe it is concluded, that hee ye said Iohn Cooper shall not exceed the quantity of nine ankers* by the yeare to sell to the Inhabitants, or at the towne, and the price thereof to be reasonable.

And the north sea men findeing a man that shall ingage as the said Iohn Cooper doth, they shall haue ye allowance alsoe of three ankers by the yeare and not to exceed. And it any defect bee in this afforesaid order so that it reach not the end the magistrates haue power to supply any deficiency herein according to their discretion.

PAGE 134. At the aforesaid General Cort, Ian. 25, 1655. It is ordered that noe Inhabitant within the bowndes of this towne shall sell his howse and land or any part thereof vnto any per-

* About ninety gallons.

son yt is a forrainer, at any time hence forward except the person bee such as the town do like of.

March 1, 1655. Ioseph Rainer entereth an action of tresspass vpon the case against Ionas Wood H. to bee tryed next quarter Cort, ye damage 19£ 19s the defendant answers to ye action.

March 4 1655 Ionas Wood H. entereth an action of tresspass vpon the case against Ioseph Rainer, the defendant answers to the action.

March 4 1655 Tho. Sayre Edward Iohnes, Alexander field, Wm. Rogers, Ionas Bower jury men doe give in our verdict as followeth, first that wee finde for Ionas Wood plf against Ioseph Rainer defendant to pay as ye Arbitrators did award with Cort charges. 2nd we finde for Ionas Woed defendant against pe aforsaid Ioseph Rainer with Cort charges.

Ioseph Rainer appeales to the general Cort which is to be to morrow, being March 5 1655.

March 5 1655 at the general Cort, The major voat was not to take Iaseph Rainer his appeale into their cognisance.

PAGE 135. Know all men that I Iohn Cooper Iun of the towne of Southampton doe hereby binde myself in the some of thirty pounds to appeare by myself or my attorney at the General Cort at Hartford which is to be the first thirsday in October next, then and there to make answer vnto the complain of Ionas Wood H.

Witness my hand this 27th day of September 1656.

JOHN COOPER, JUN.

Know all men that I Ioseph Rainer of this towne of Southampton, doe hereby binde myself in the some of twenty pounds to appeare by myself or my attorney at the general Cort att Hartford, which is to bee the first nay in October next then and there to make answer vnto the complaint of Ionas Wood H.

Witness my hand this 17 day of September 1656.

JOSEPH RAINER.

It is ordered by the general Court that Richard Smith for his vnreverend carriage towards the magistrates contrary to the

order was adindged to bee bannished ont of the towne and hee is to have a weekes liberty to prepare himself to depart, and if at any time hee bee fonnd after this limited week within the towne or the bonnds tberof hee shall forfeit twenty shillings.

It is ordered by the general court that Riehard Smith for his vnreverend caringe to the magistrate was judged to pay the sunn of 5 pounds to hee levied immediately vpon the goods and chatto's of the said Richard Smith, this present 6th of October 1656.

December 3d 1656 And action of of trespass vpon the ease entered by Iohn Cooper Iun plaintiff, against Samuel Dayton defendant.

PAGE 136. December the 2 1656. An action of tresspass entered by Mr Iohn Gosmer against Iohn Cooper Iunior.

As alsoe an action for equity to be tried vpon the 9th day of this present month being the 3 day of the weeke against Iohn Cooper Iunior defendant. The Court is adiourned vntil the 6th day of Ianuary being the 3d day of the weeke commonly called Tewsday, 1656.

At a court this 6 Ianuary 1656 An action of trespass vpon the ease entered by Henry Pierson plaintiff against Richard Smith defendant, the jnry men impanelled to try the case above mentioned are as followeth Richard Barret Christo ffoster Thomas Syre Iohn Iessup Richard Post Edward Howell Thomas Halsey, the verdict of the jnry and they finde for the plaintiff 2s charge with increase of Court charges and to have his writings of Mr Smith forthwith. The Court gives judgment according to the verdict.

March the 3 1656. the Court is adjourned until the 3d day of this present month.

March 17 1656. Tho Halsey Sen, entereth an action of trespass against Tho. Cooper as a townes man of Southampton in regarde of the said Tho Cooper his taking yo goods of him the said Thomas Halsey vpon a rate (not just) as hee conceieth, and alsoe for a debt of 15s the towne oweth him whereof he hath received part.

An action of trespass entered by Tho Halsey against Thomas Cooper, In the first action the jury finde for the defendant, in the second action the jury finde for the plaintiff 6d damage and Court charges. Concerning the first action the plf appeals to Hartford.

PAGE 137. June 19 1657. At a towne meeting when most of the inhabitants were together at the meeting house there came vp an Indian whom the sachem had appointed chief among our Indians with his squa, and being asked by the English how farr Shinecock Indians bounds went when the english bought the land of them hee and his squa answered that it went to george cake or wainscot at the least, or there abouts. In the presence of us

John Howell

Ioseph Rainer

Richard Howell

Samuel Clark

Obadiah Rogers

Witnesses.

At a court held for the town of Southampton there were chosen five men to lay out the most convenient wayes to the land that formerly was Thomas Halseys and Mr Smiths, and also to view and proportion the fence acording to the land there allotted viz at [word gone] the said five men are Thomas Halsey Christopher fruster, Henry Pierson Ioseph Raynor Tho, Sayre. The wayes layed out to be for perptnity, and the fence to be proportioned acording to the [word gone] of former lvers owt namely each lot to fence alike.

The verdict of the maior part of the jury is they finde the horse in controversy to bee a stray belonging to the towne, the jury [word gone] of finding a right owner for it.

PAGE 138. May 20 1657. At a towne meeting it was concluded that there shall bee chosen 4 Indians who shall have liberty to [word gone] bread or corne or any thing that is provision at the [word gone] for this present yeare, the names of the Indians who are at this time chosen for the busines are first Wapeacom, powcowwantuck, Suretrnst, and the Indian called James, and none else shall have liberty to come vp to the towne, vpon any occasion, and if any person of the English

shall trade any thing at the town with any except the above mentioned they shall pay for every shilling that is proved, ten shillings to be taken by way of executions forthwith,*

It was concluded and voted by the inhabitants that the old way of rateing viz by land should stand.

September 1657 an action of trespass vpon the case entered by Thomas Topping plaintiff against Iosiah Stanborough defendant for detaining [word gone] landes [words illegible] wayes to go to it at Sagaponack, to the prejudice and damage of the plaintiff. Iosiah will answer ye plaintiff.

PAGE 139. March 17 1656. At a quarter Court Ionas Wood being called forth & examined the judgment of the Cort is that hee shall pay vnto the towne 5s for his miscarriage in goeing into a house where was bnt an alone woman & her small children at unseasonable time of night vnto the said woman her a frightenment, as was apparent vnto the said Court.

Iune the 2 1657 an action of debt and an damage entered by Vinsent Meggs of Northampton plaintiff against Pileman Dickerson of South old defendant The jury men impanilled to try the case

Christopher ffoster

Henry Pierson

Iohn leasup

Iohn Ogden

Ioshua Barnes

Richmrd Howell

Edward Howell

Vinsent Meggs not appearing to his actions nor any legally for him is non suited and ordered to pay the charges of the Court and the defendant Sannuel Clark npearing according to his bond the bond is ordered to be cancelled

The Court is adiourned until the next quarter Court.

PAGE 140. Iune 2 1657. At a towne meeting it was voted and agreed by the maior that eight cow kind shall goo for a fifty pound lot, and 6 sheepe against a cow and one horse or mare against a cow, and these only to goe vpon the commons

* The reason of this exactment, and of the order made against trusting Indians on page 94 (of original) was probably to prevent disputes arising which might be made an excuse for an attack upon the town.

† North Sea.

W. S. P.

W. S. P.

as mens just stint, this is intended alsoe for goats, viz 6 goats against a cow.

At the same meeting it was voted and concluded that this stint shall begin at this present instant for this present yeare.

It is generally concluded that every person or persons that have cattle about their stint shall pay for every head as aforesaid 1s 6d pr head for this present year vnto the town untill march next ensueing.

It is agreed by the major part of the towne that every inhabitant of this towne shall give in a just tale of all cattle they had in the winter and horse kind that belongs to then to Thomas Hallsey Edward Howell and Ioseph Raynor, who are deputed by the towne to see there be an exact account given, and if any man shall give in short of his number if any party or parties shall finde them the owners of such cattle shall pay 20s per head, half to them that finde them and the other half to the towne and this penalty to be levied vpon the goods and cattle of such men by way of such executions and this account to be given within 3 days after the date hereof, further it is voted and concluded that if any man shall neglecte to give in this just account of cattle as aforesaid vnto the said three men shall pay 20s [3 lines gone.]

PAGE 141. Southampton March 9, 58. At a towne meeting Mr Iosiah Stambrow brought in his grevance about a small tract of land containing about 12 acres in lieu of 4 acres which was taken from him by the towne, by reason of a controversy that did arise between Southampton and East Hampton concerning their bounds, and vpon mutual agreement this sayd land fell out to fall in East hampton bounds, and so by that means the sayd Mr Stambrow come to bee disposed of the sayd land, the town being desirous to make him satisfaction tendered him pay 20s more than hee payed for this land, or else to give him twelve acres of plaine land a mile nearer his dwelling* than the aforesaid land, but the sayd Mr Stambrow would

* Probably the settlement at Sagaponack (now Sagg) was begun as early as 1656, and Josiah Stanborough was one of those who moved there. His home lot in town was the one now owned by Albert J. Post, the part of his homestead next to Mr. Wm. Hunting's. Thomas Pope owned the three acres next north. W. S. P.

not accept of the townes proposition but propounded for his satisfaction for theaboue mentioned laud, the aboue mentioned 12 acres and 14 acres of wood land lying neare his house with out which hee would not be satisfied.

The reason why it was layed out 24 acres was because it was farr remote and bad to fence, and the 12 acres the towne tendered him for satisfaction was according to the quantity of other allotments then laid out.

March 9, 58. It was concluded by the maior part at a towne meeting that Christopher ffoster, and Iohn Howell shall view the fenceing beionging to the plaines that it bee sufficient.

PAGE 142. September 1, 1657. an action of the case entered by Iosiah Stambrow plaintiff against Thomas Topping defendant.

At a quarter Court December 1st 1657 The jury impanelled to try the case betweene Mr Thomas Topping and Iosiah Stambrow defendant,

Richard Barret	Ioshua Barnes
Iohn Iessup	Tho Sayre
Isack Willman	Iohn Ogden
Obadiah Rogers	Iohn Iagger
Ionas Bower	

The Iury impanelled find for the defendant, judgement is granted by the magistrate according to the verdict of the jury.

Whereas there hath been some controversy betweene Mr Thomas Topping and Iosiah Stanboro about a parcel or parcels of land at Sagaponack, viz Numbr 9 and half numb. 13, bounded by the creek north ward, being clearly to bee the sayd Thomas Toppings by lawful purchase, and by verdict of the jury holden at the time aboue specified, and alsoe declared by an acquittance given by the said Iosiah Stanboro to the said Thomas Topping which standeth vpon record in this booke.

Per me Iohn Howell Sect.

PAGE 143. Jan. 5 1657. at a towne meeting it is voted and concluded by the maior part of the inhabitants that 7 men were chosen viz Christopher ffoster Samuel Clark Iohn Scot Henry

Pierson, John Iessup and John Howell and Edward Howell, to bee with two of the townes men viz John White and Joshua Barnes, who being met together are impowered and enjoined to settle and establish the way of making all rates for this town and to make a rate at present to defray the townes charges, and whatever the maior part of the said 9 men conclude of shall stand authentick.

At the same meeting it was voted and concluded by ye maior part that the numbers and ages of the cattle shall bee brought in, the north end of the Towne to Henry Pierson, the south end to John Howell, and the Northsea to Sannel Clark, or John Scot. within one week after the date hereof. viz all such cattle that are to pay in rates, and whosoever shall not bring in his iust sum in the time specified they shall pay according to the determinations of the above sayd nine men that are to make the rate.

Alsoe it was voted that whosoever shall bring in short of his number shall forfeit twenty shillings.

March 6 1657 At a towne meeting it was voted and concluded by the maior, that there should be 6 men chosen. namely Mr Ogden Joshua Barnes Tho Sayre Sannel Clark Christopher ffoster and John Howell which were deputed and impowered to act and conclude concerning a difference that doth arise concerning a claime of land which East Hampton men make within our bounds.

PAGE 144. At the same meeting it was concluded that Ioseph Pierson and Richard Howell are to receive the hundred pounds for the townes vse of the Indians.

March 6 1657 At a towne meeting it was voted and concluded that two men shall bee chosen for the towne viz Thomas Sayre and Isaack Willman. which weare at the same time appointed to see that all conlts that are to bee marked shall suck the mare* before they bee marked: and in case that both these men bee absent then the magistrate or secretary shall chuse 2 men to supply thair place for that purpose, but if there be but

* To prevent all mistakes as to ownership.

one of them [word illegible] hee that is then present shall have liberty to choose another to him, also it is ordered that Samuel Clarke and Samuel Barker for the north sea shall see as afore-said if any bee brought thither, but the sayd parties shall send vp the markes and give them in to be recorded by the secretary and the parties so taking notis of such coults marked shall haue 8d per head and the Secretary 4d for recording.

At the same meeting it was voted and concluded by the maior part that Mrs Howell shall have 20s allowed hir for the present suply in consideration of hir loss vntil that they can see how things will arise, and further as according the towne sees cause and Edward Howell with the assistance of one of the townes men to tell it out.*

At the same meeting it was voted and concluded by all the inhabitants that wee there present that major Mason shall have 10£ given him as a gratuity.†

An action of the case entered by Iohn Scot plaintiff against Ellis Cook defendant March 11, 57

PAGE 145. March the 6, 1657 At a towne meeting there was voted and chosen 2 men that should goe ower to the general Court at Hartford.

Sept 22 1658 The court of Magistrates doe sentence Mr Stanboro to pay vnto the court for his wifes abusing the officer and the two men that did assist him 0£. 15s. 0d.

PAGE 146. May 5 1658 At a town meeting it was voted and concluded by the maior part that all the money that is now in the constables hands shall be sent over by Mr Ogden to discharge the towues debts, and also to act there in the townes be half in any thing hee conceaves may redownd to the good of the towne.

At the same meeting it was granted that Richard Howell should haue one acre of land in the ten acres, ye 3d lot in lieu af the meadow that belongs to Bartho. Smith.

* Mrs. Howell was one of those whose houses were burned by the Indians in 1657. See Howell's History of Southampton, page 165. W. S. P.

† Major Mason was in command of the soldiers sent from Connecticut to protect the town at that time. W. S. P.

further at the same time it was granted to Thomas Cooper that hee should have 3 acres 3 roodes at the rearre of his home lot only leaving a highway betwixt.

further it was granted that John Jagger and Ionas Bower shall have the gore piece of marsh lying at the side of John Jagers lot by the beach.

June 22 1658 At a court it was determined with the consent of avis the wife of Mark Meggs that the estate that is attached shall be sold at an oncry and comitted into the custody of Mr Ogden and Samel Clarke to answer those that have attached it, which is a l except only his household stuff which is allowed her by the Court.

The bay mare sould for	7£,	1s,	0d.
Mr Ogden the 4 shotes (?)	2,	4,	0.
Mr Ogden two yearling bulls and a calf	5,	10,	0.
John Scot the half of a 3 year old } and half of a two year old }	6,	0,	0.
Mr Ogden two ewes and 2 lambs } and half of a calf }	5,	16,	0.
John Scot. the house and lott	43,	10,	0.
	<hr/>		
	70,	1,	0.

PAGE 147. May the 5 1658. At a town meeting it was voated and concluded that John Cooper shall keape ordinary for this present yeare for victual and liquor and shall have liberty to draw liquors provided hee sell vpon the same order that the ordinary of the northsea is bonn., his vietuals and lodging is only for strangers except it bee for towne dwellers vpon court days and training days.

May the last 1658 the quarter court which was to be the first Tewsday in Inne is adjourned till the eighth day of Inne next.

June 22 1658 A record of the debts of Mark Meggs which amounts to the some of 77£, 08s, 11d.

The verdict of the cort is that they find for the plaintiff (they find costs and charges) the heifer and 3s. and concerning the hoggs they are proved to be feloniously taken, but not yet

clearly proved whose they were also with increase of court charges. 2£, 0s, 0d.

Sept. 22 1658 Be it knowne vnto all men by these presents that whereas there hath been difference betwixt Mr Stanboro and Iohn Scot and his partners viz, Ioseph Rayner and Richard Howell, now they have mutually concluded jointly and severally to put all differences from the beginning of the world to this day, for any cause or reason what soever to the determination and full conclusion of two men namely Thomas Thomson, and Iohn Iessup, and do hereby ingage themselves into the hands of the magistrates to stand to award.

Per me JOHN HOWELL Sect.

PAGE 148. Septem, 7, 58 The courtis adjoined untill the 3d Tewsday of this instant month, the quarter court,

Sept 19 | 58 An action of tresspass vpon the case entered by Iohn Scot plaintiff against Mr Iosiah Stanboro defendant.

An action of slander entered by Iohn Scett plaintiff against Thomas Diamant defendant.

An action of trespass vpon the case for Slanderous words entered by Steeven hand against Iohn Woolly defendant

A jury impanilled to try the above mentioned actions, Christopher Foster Thomas Halsey Jun. Iohn Iessup Ioshua Barnes Iohn Iagger Thomas Sayre Ioseph Raynor Iohn Topping Richard Howell.

The jury finde for the plaintiff Steeven Hand 3£ with increase of court charges. Ieremie Vale becomes engaged according to the verdict of the jury to Satisfie.

At a court holden Iune 22, 58 It was then ordered that the estate of mark Meggs that was then sold at an outcry should bee committed into the hands of Mr Iohn Ogden and Samuel Clark for the payment of meggs debt, but nothing hath been done according to that order vntil this day, therefore the court now sees cause that execution should bee done vpon the estate according to the former order, (viz those that bought it at an outcry and have not payd it,) The court being occasioned by Iohn Scot not paying according to former order made by the court, it is determined by the court that hee shall pay into

the handes of the Marshall 2£ for contempt of the court order, and this court charge.

PAGE 149. Sept 21, 1658 At the quarter court it is concluded that two men should be chosen, one from this towne, and another from East-Hampton, the party from East Hampton to bee chosen by Mr Stanboro to goe to Sagaponach to prize of the goods and cattel of Mr Stanboro, to the value of an hundred and thirty pounds, for and in the behalf of the children of the late deceased Thomas Wheeler and the said hundred and thirty pound to bee standing scenrity for the childrens portions and this to be performed this day month,

PAGE: 150. [This page blank in original book.]

PAGE: 151. Sept 21, 1658 An action of the case entered by John Cooper Jun plaintiff against Samuel Dayton defendant.

An action of tresspass vpon the case entered by Richard Post against Thomas Pope detandant.

The jury find for John Cooper plaintiff the horse and court charges with all damages, the court granted judgement according to this verdict,

The defendant viz Samuel Dayton appeales to the court at Hartford.

Sept 22 1658 Bee it known unto all men by these presents yt I Samuel Dayton of the north sea, and Thomas Barker of East Hampton and Robert Dayton of the same, doe by these presents engage our selues mutually in the sum of thirty pounds for to prosecute the appeale with efect the next quarter Court at Hartford.

Per me JOHN HOWELL Sec.

Bee it known unto all men by these presents that I John Cooper Jun. of Southampton do by these presents bind myself with my father John Cooper Sen in the some of thirty pounds to answer Samuel Dayton according to his recognisance in his appeale to the quarter court at Hartford,

John Cooper

Autograph of John Cooper, Sen., 1640.

Per me JOHN HOWELL Sec.

June 8. 59) an account taken of the goods that were taken from the dutchman 12£ 10s. and an ancre of liquors.

The men viz Joseph Raynor and Samuel Dayton and John Woodruff doe acknowledge that they proceeded to take the vesell without any comition or power from any, only from information as they say the dutchman sould prohibited goods,

June 8, 59) hee it knowue unto all men that wee Joseph Rayner Sammel Dayton and John Wendall, doe acknowledge ourselnes to hee indebted to the authority of this towne the sum of thirty ponnbs sterling, vnder this condition that wee doe personally apeare at the next court to be holden for Southampton which is adjourned until the 24 day of this present month, then and there to answer to such matters, as shall be brought in against us, Joseph Raynor and Sammel Dayton and John Wendal subscribed to these recognisances.

PAGE 152. Sept 22, 1658. At a quarterecourt the will of the late deceased Ralf Dayton was brought into the Court and aproned of by the magistrates, and the 10£ that Robert Dayton owed to his father hee hath put it into the estate.

It is ordered by this court that Mary Cleare shall live noe longer wandering to and fro from house to house, but that she shall live againe in a place except she change her condition by marriage.

At a court June ye 21, 1655 The Court having considered and weighed the miseriage of the men who were bound over to this court, viz. Joseph Raynor Sammel Dayton and their associates viz. Thomas Diamant, John Wendal Edmond Shaw they finde them deeply gnilty in the manner of acting in or about taking the vessell, in seneral particulars, first for contem of authority, manifest breach of the peace in many mutinous expressions, whereby some were afrighted, and many grieved, at such vile expressions, and actions, for which miscarriages and others the court doth sentence them to pay 20s apiece, viz Edmond Shaw Joseph Rayner and Thomas Diamant, the other two viz Samuel Dayton and John Wendal 50s apiece for their presumption proceeding 2 times after they had covenanted and engaged

to the contrary, making further molestation and disturbance in the place, further the courte sees just cause to fine Samuel Dayton 50s for aspersing the towne with an unjust accusation in saying, what should we yield for to have a triall in this towne that never did good.

PAGE 153. December 9, 58 At a towne meeting Thomas Sayre was chosen to bee overseer for mending the bridge.

At the same meeting it was granted to Iohn Topping that hee shall have six acres adjoining to the east end of his fathers field.

At the same meeting it was granted vnto Iohn Scott that hee should have 3 acres for a house lot and 5 acres changed that lies at the reare of Mr Raynors lott to bee added to this 3 acres which lies next Iohn Iaggers adjoining to it. Also hee engages to build and live vpon that land 3 years or else it returns to the towne againe.

Ian 10, 58 It is ordered by this towne that whosoever shall speeke disorderly in the time of the meeting, or if any shall interrupt another whilst hee is speaking for every such default shall pay 6d.

May 24, 1659 An action of debt entered by Thomas Foster plaintiff against Richard Howell defendant.

An action of tresspass vpon the case entered by Edward Howell plaintiff against Thomas Diamont defendant.

The jury impauelled to try the above sayd actions Richard Barret Richard Post Ioseph Rayner Obadiah Rogers Ionas Bower Iohn Iagger.

PAGE 154. Decemler 15, 58 at a court Tho Diamont was censured for these miscarriages following first for saying the magistrate viz Mr Gosmer had gone beyond his power, 2 for saying the constable had done that hee could not doe, and did that hee could not justify, 3 that he would have resisted those that were commanded by the constable to lay hold on his wife to the spending of his blood, 5 for calling Ioseph Rayner and Iohn Scott dogg and hound.

The sentence of the court concludeth that Thomas Diamont

shall make a publick acknowledgement of his evill in the premises and he be bound to his good behaviour until the next quarter court and so forwards until there be a reformation.

I Thomas Diament of Southampton do acknowledge my self to be indebted unto the authority of this tewn in the some of 10£ sterling under this condition, that I Tho Diament and mary my wifo shall and will appear at the next quarter court then and there to answer unto all such matters that may be objected against them, and in the mean time to bee of good behaviour towards all lawful people.

At a court March 1, 1658 I Thomas Diament of Southampton doe acknowledge myself to bee indebted unto the authority of this towne in the sure of 10£ sterling to bee leavied of my goods and chattles lands and tenants under this condition, that I Thomas Diament and mary my wife shall and will appear at the next court then and there to answer unto all such matters that shall be objected against us, and in the mean time to bee of good behaviour towards all lawfull people.

At the same court Edmond Shaw was censured by the magistrates [words gone] for his miscarriage in drinking.

PAGE 155. At a quarter cort March 1, 1658 It is ordered by the court that the estate of Mark Meggs shall bee forthwith delivered into the handes of Mr Ogden and Samuel Clark, and they are to make payment of all such debts that can be proved due from Mark Meggs, and theyare to make proclamation that all claiming any debts shall make their debts apeare at or before the 20th day of this present instant March.

At a quarter court September 6 1659. An action of trespass vpon the case entered by Richard Post plaiutif against Thomas Sayre defendant.

An action of trespass vpon the case entered by Henry Pierson plaintiff against Thomas Pope defendant. The jury impanielled to try the above said actions Richard Barrit John Iessup Edward Howell Iashua Barnes. Mr Hampton, Ionas Bower, the jury find for the plaintiff viz Henry Pierson the bond and increase of cort charges.

The jury find for the plaintiff viz Richard Post, the meadow which was Mr Gosmers and all just damage with increase of cort charges.

The cort granteth judgement aording to the verdict for the plaintiff, Henry Pierson.

PAGE 156. December 9, 58

1 The first thing that I shall propose to you whether wee shall have liberty to bring the whales that we strike ashore on your land, and make them out into oyle without molestation.

2 whether you will grant the dead whales that shall come ashore within your limits that have our marks by lance or harp-ug iron upon them wee not meddling with such as come ashore without these marks.

3 that you shall suffer no others besides your town and our company to [word gone] up the design within your limits for seaven years, and that wee may have these proposition granted us for seven years.

4 That wee may have the use of any harbor within your limits, and liberty to cutt wood to try out such fish or fishes that shall be by us taken.

These propositions being granted and concluded, and concluded, and confirmed by your hands, wee intend to sett vpon the designe the next spring.

These proportions are granted by the towne with these limitations following,

Imprimis that after the threeyears be expired that the company are engaged to the merchants that then they shall not any further agree with the merehants nor any others without the townes consent concerning this dosigne.

2 that the dead whales that shall come ashore or that they shall find at sea. that have not their marks shall be none of theirs.*

PAGE 157. At a quarter court there was allowed unto 3 men

* As there are no names of the contracting parties given in these propositions, it is unknown what company is alluded to, but as Mr. John Ogden is mentioned in 1661 as being the head of a whaling company with similar privileges he was probably its leader.

viz Joseph Rainer John Scot and Richard Howell for 3 days works each of them 1s, 6d per day,

March 11, 59 Whereas I John Cooper of Southampton on long Island hath defamed and slandered Ionas Wood H. of Hurtington in charging of him of forgeing of writings and bringing in false testimonies or witnesses, these are to certifiye my sorrow for the same and also that I have wronged him in so saying and doe ingage myself by this my acknowledgement to hee delivered at Hartford or Southampton betweene this and the last of lune next following the date hereof, and hereunto I bind myself in the some of two hundred pounnds to be payed unto Ionas Wood in case of failing hereof witness my hand.

JOHN COOPER.

PAGE 158. October the 6, 1657 At a court of Election, nominated for magistrates, Imprimus Mr John Gosmer, 2 Mr John Ogden 3 Mr Raynor,

At the court of Election it was voted and concluded by the maior part that Richard Post and John Howell should stand officers according as they were chosen by the souldiers.

At the same time it was voted and concluded by the maior part of the freemen that Mr Gosmer and John Jessup and Joshua Barnes, to consider the complaint of Thomas Halsey and to at their best indeavor to right him.

At the same court Thomas Halsey and John White Joshua Barnes, were chosen townes men to order the ataires of the towne for this ensueing year, and to have the same power the three men had the present yeare.

PAGE 159. June 2, 1657 At a towne meeting it was voted and concluded by the major part that all unlawfull cattle or horses (that shall bee adjudged so) by Edward Howell and John Ogden shall be turned out of the ox pasture, and also the above said men shall have power to iudge of the fence of the ox pasture whether it bee sufficient, and whosoever is found defective in their fence shall make the same sufficient by this day serit*

* Sevennight.

they having notis by the third day next at night, upon forfeiture of 5s a pole for every neglect, and if also any such cattle shall be found in the oxpasture after they have been turned out by the said two men they shall forfeit 2s a beast to bee levied by way of execution.

Feb 26, 1657 An action of trespass upon the case entered by Henry Pierson plaintiff, against Richard Howell defendant.

An action upon the case entered by John Scott plaintiff against Ellis Cook defendant.

Jury impanelled to try above written actions, Christopher Foster Thomas Sayre John Lessup, Jonas Bower Joshua Barnes John Jagger.

The jury findeth for the plaintiff, the defendants part of the mare makeing such pay as [word gone] should have had, we find for the defendant to pay Court charges and 2s damage judgement is granted according to the verdict of the jury,

PAGE 160. Octob 6 1657 At a court of election it was voted and concluded by the maior that Mr John Ogden Mr Gosmer Henry Pierson Isaac Willman, should take it into consideration and conclude concerning the inventory of the estate of the late deceased Thomas Hildreth, to set down and apoint what shall be to the woman, and how much to the children.

Jan. 5 1657, at a towne meeting it was voted and concluded by the major part of the inhabitants that John Lessup and Thomas Halsey are appointed to view the fenceing about the great and little plaine, and what they shall finde to bee sufficient shall bee accounted sufficient and what defective shall bee accounted so, these men are chosen for this present yeare and to goe at the appointuent of the three men.

At the same time it was also voted and concluded that every inhabitant of this towne that hath fenceing in or about the great and little plaines and oxpasture, shall at both ends of his fence put his railes in his owne posts, and this to be done this present month, within sayd month.

At the same meeting it was voted and concluded by the maior that hee that keeps an ordinary at Southampton or north-

Southampton shall sell his drink viz liquors at 3s a quart which is not drunk in his house and that no other party or parties shall sell any drink or liquor either directly or indirectly to any in the bounds of Southampton but only to the ordinary man or men, upon the penalty of 10s a quart, one half to him that discovers it, and the other half to the towne.

PAGE 161. These Presents doe witness that Robert Mervin doth acknowledge to have received in full payment for his house and land with the privileges thereof in Southampton, of Samuel Dayton in whose possession the said house and land is in at present, And that there is a full and final end of all debts, dues and demands whatsoever for any cause what soever, from first to this present date, that hath or might have been from either of the said parties to the other, and they doe hereby free each other from all dues or demands what soever that may bee made by any in the name of either the said parties unto the other.

Witness their hands the seconde of June 1654.

In presence of

Ralf Dayton

Henry Pierson Sec.

ROBERT MARVEN

SAMUEL DAYTON

March 9, 58 At a towne meeting the complaints of the miller were weighed and considered, and it was concluded by the maior that hee the sayd William Ludlam had no right to any privilege but only to pay as a fifty in consideration to his forty acres of land, and 4 acres of meadow, and his mill

At the same meeting it was ordered that the fence between the Indians and us shall be sufficiently sett up against hoggs and all other cattle, by the 15th day of Aprill next ensuing vpon penalty of 12d a pole for every day that it shall bee found defective, the overseers of this fence are the three men.

At the same meeting it was concluded that all fences about the plaines shall hee made sufficient by the 17 day of this present month vpon penalty of 12d per pole, and if hoggs doe any damage they that are the owners of such hoggs shall pay the damage

PAGE 162. March 7 1651. Mr Richard Milts of this towne

bath sold and delivered unto John Cooper Inn of the same the home lot, with all and every other allotment and proportions of lotts vpland and medow ground belonging unto the said Mr Richard Mills, The said allotment in all being of the denomination of an hundred pound lott, all the said parts of the said lottment lying and beeing in the same form, according as they fell by lott to him the said Mr Mills, without alteration or alienation. except his proportions of late laid out on the little plaine, insted of which land hee doth assure unto the said John Cooper No 10 in the second division and the arend allowed to lonas Wood lying betweene Mr Fordham on the South side, Tho Sayre on the north.

Witnes my hand

Witnes Henry Picerson Sec.

RICHARD MILLS.

May 15, 1652 William Barnes of this towne, hath sold unto Mr James Hampton of Salem the saide Wm his house and lott* with all the apurtenances. there to belonging, or may thereto of right belong, from town &c, for which hee hath in hand now received 5s as earnest of this said present bargain, and as in part of payment for the said purchase, and hee is to haue thirtecn pounds fifteen shillings more paid vnto him or his assigns by the said Mr Hampton or his assigns in lawful money, or English comodities at a reasonable rate, at about the latter end of October next when he the said Mr Hampton comes to take possession of the said purchase. Allsoe in consideration of the said some to him paid as aforesaid hee the said Mr Hampton is to haue 2 acres of wheat on the ground as his proper goods, which wheat is on soe much of ye ground belonging to the said lott, and the said wheat Mr Hampton is to own at harvest without molestation, by the Said William or any from or by him.

In witnes the said parties have hereto set their hands

JAMES HAMPTON, WILLIAM ^{his mark}_X BARNES.

PAGE 163. 3d of may 1651 Richard Post and Thomas Pope exchanged and agreed vpon their deviding their lotts by the

* This is the three acre lot belonging to Albert Post, and south of the homestead of William S. Pelletreau. W. S. P.

little plaine, in manner following, Thomas Pope is to haue the first half acre in the first diuidence numb 40, which is for his 50 share, all proper his owne; Richard Post hath for his hundred pound numb. 32 in the second diuidence, numb. 14, in the third diuidence all proper his owne.

Thomas Hildreth & George Wood exchanged and agreed diuiding vpon theire lotts in the little plain in manner following, George Wood hath the halfe acre in the first diuidence numb. 3, which is for his 50£ share all proper his owne.

Thomas Hildreth hath ye second diuidence numb 13, and the 3d diuidence Numb 33 all proper his owne.

An exchange of land betweene Mr Iosiah Stanborough, and Thomas Halsey February the 25th 1657, as followeth, the said Mr Stanborough is to haue two acres of land belonging unto the said The. Halsey lying on that pt. of the plaine comonly called Halseys neck and the said two acres to be of the south side of his land and next to Richard Barrett his land there, And in exchange as aforesaid, the said Tho. Halsey is to haue all and every the three diuisions of land lying and beeing in the little plaine (oflate laid out) which belongeth vnto the said Mr Stanborough, and this the firme agreement of the said parties the day above said, they having the said day given full possession each to other of the said proportions of land.

In presence of
Hen Pierson

THOMAS HALSEY
IOSIAH STANBOROUGH.

October 6, 1659 Edward Howell exchangeth and imparteth to Iohn Woodruff 4 acres of land & $\frac{1}{4}$ lying in ye plaine, by ye side of ye pond at ye west of the home lots, and Iohn Woodruff imparteth & exchangeth vnto him ye said Edward Howell 2 acres $\frac{1}{2}$ of land on ye Captains neck lying next to his owne land, and allsoe his meadow by ye long tongue in Shinecock neck.

PAGE 164 November 15, 1652 Mr Iosiah Stanborough exchangeth with Thomas Pope, and passeth over vnto him the home lott of two acres (less or more) which hec the said Thomas Pope

now dwells on* In consideration of the 3 acres given, and granted by this towne October the 6th last past vnto the said Thomas Pope, which 3 acres lying next vnto the said Mr Stanboroughs his home lot, the said Thomas doth exchange with and passeth over in lyke manner afore said vnto the said Mr Stanborough.

Witness

[Autograph of Henry Pierson.]

Received of Thomas Topping fifty and five shillings this tenth of June 1657 and is the full and iust sum that was owed to me by his father, for any cause or reason whatsoever to the day of the date hereof

per me IOSIAH STANBOROUGH

A true copy by mee John Howell.

feb 12 1657. John Ouldfield acknowledgeth that hee hath exchanged a 5£ alotment at Sagaponack with Mr Stanborough for two halfe acres in the little plaine.

Ian, 10 1658 at a towne meeting it was granted by the towne that Mr Raynor and John Lessup shall have 6 acres granted them yf it bee to be had in the ten acre lotts,† instead of the meadow which was digged vp for the west sepooe.

At the same meeting it was granted to Daniel Sayre that hee should have 3 acres for a home lot beyond John Bishops, and the five acres of his fathers exchanged to buy to it.‡

At the same meeting it was granted to Goodman Barret, he shou d have his 2 acres come down to the pond side, lyke-wise Ioseph Raynors that lies in the same furlong to come to the pond side.

* "Thomas Pope's home lot" lies between the house of Alber J. Post and the house late owned by John Rogers deceased. W. S. P.

† The "ten acre of lotts" or the "ten acre furlong," as it was sometimes called, is the tract of land lying north of Captain's neck lane, and west of the homestead of Augustus Keeve. W. S. P.

‡ Daniel Sayre's home lot is the one now owned by Mrs. Fithian, north of Caleb Halsey's homestead. W. S. P.

PAGE 165. At the same meeting it was granted to William Ludlam yt hee should have 13 acres of his fathers 40 that lies on the other side of the mill, to ly on this side of the mill, providing vpon viewing it proue unprejudicial vnto the towne,

further it was granted to Iohn Ogden that hee should have that part of the swamp that lies against his lot in Coopers lott.

October 6 1659. At a court it was granted to William Ludlam to have 4 acres lying on that side the mill to set his house vpon, and this land to be layed out at the discretion of two men appointed by the towne.

March the 21 1658. Thomas Diamant acknowledgeth that hee hath bought of Isaack Willman 30 acres of ground in the Captain's neck, which was formerly Mr Richard Smiths in ye ten acre lotts and there is belonging to the sayd ground, five poles offenceing at the corner next Tho. Coopers.

October 8, 1659 Richard Baret Iohn Howell & Tho. Halsey chosen townsmen.

PAGE 166. Alienations and exchanges of Land.

Jan. 6 1653 Thomas Burnet purchasete and posseseth of and from Mr Iohn Gosmer his 5 acres of land lying in the ten acre lott furlong, within the ox pasture fence, as appears by an Indenture recored in this hooke.

February 10, 1653 Thomas Burnet vpon exchange imparteth unto George Wood his portions already laid out at scuttle hole, being about 4 acres, for 5 acres in the plaine belonging to the said George which hee bought of Samuel Dayton.

Iohn Lum posseth in the right of Thomas Burnet, 1 acre of land in the little plain.

Christopher flosser imparteth his lot No. 20 at Sagaponack unto Mr Gosmer for his lot in the same devisiion no. 37 lying in Davis his neck.

Mr Iosiah Stanborough hath in the right of Wm Rogers (which hee had in the right of Tho. Vale) his 100lb lottment at Sagaponack beeing in No 15. Mr Stauorogh in the right of Mr fields 100 lb lotment of Sagaponack in No.8.

Mr Stanborough in the right of Mr Rainer and Joseph Rainer No 21 and 22 at Sagaponack.

Mr Rainer hath in exchange of Mr Stanborough 3 acres lying west on his ten acre lott, and two acres of his lot called his 8 acre lot and lying South of Ellis Cookes his 2 acres on Farrington neck turlong.

Mr fields hath in the right of Mr Stanborough 2 acres on the east side of his 10 acre lott.

Tho. Halsey imparteth his allotment at Sagaponack No 23 unto Mr Smith for his 4 acres at the head of the creek at the end of the great plain.

PAGE 167. March 17 1653. Mr Stanborough hath in the right of Obadiah Rogers No. 14 at Sagaponack in exchange for 2 acres in the plaine lying Southward of the 2 acres which Mr Stanborough exchanged to Mr Raynor on Farringtons neck furlong,* Mr Stanborough to have the crop that shall be thereof this ensueing year.

March 23 1653 Mr Iosiah Stanborough hath by purchase of Thomas Burnet his right beeing 100 lb allotment in No. 3 at Sagaponack and also his right beeing 100 lb allotment in No. 18 at Sagaponack, which hee bought of John Lum.

Mr Stanborough hath in the right of Richard Post 100 lb allotment in No 13 at Sagaponack, in exchange for an acre of marsh with what belongeth there unto, which the said Mr Stanborough had in shinnecock neck, of Trestrum Hedges.

Aprill 26 1654 Mr Stanborough hath in the right of Ellis Cooke 100 lb allotment in No. 24 at Sagaponack in exchange for 1 acre of meadow lying above the salt marsh in Halseys neck next the west creeke and one acre $\frac{1}{4}$ of land lying westward of John Coopers sen. his land in the 10 acre lott furlong.

October 3, 1654 entered an exchange formerly made in Mr Iosiah Stanborough hath of John Iagger one tifty pound lotment of No 24 at Sagaponack.

* Farrington's neck was probly the tract now known as Wickapogue.

Mr Stanborough hath of Mr Fordham No 16 at Sagaponack for No 26 in the same division.

Mr Stanborough hath of Bartholemeu Smith a fifty pound lotment in No 15 at Sagaponack for 10 acres in Halseys neck lying on the north side of Richard Barret his acre.

March 26 1655. Mr Stanborough imparteth to Iohn Cooper Sen his 2 acres of land sometanes in the use of Trestram Hedges and lying southward of an acre belonging to Hen. Pierson, next to Ioseph Rainer, in Halseys neck on ye great plaine, and the said Iohn Cooper imparteth to the said Mr Stanborough his 150 lb lottment No 9 at Sagaponack, which is in exchange for said 2 acres.

Oct. 1 1655 Christopher foster hath bought of Obadiah Rogers 2 acres of his in the little plaine.

April 15, 1656. Richard Barret hath put of his allotment in Sagaponack devisiō to Tho Halsey Jun.

Mr Ogden acknowledgeth yt Mr Odell his lotment in Sagaponack devisiō belongeth to him.

May 1656. Mr Edward Iohues acknowledgeth to have bought of Mr Stanborough his housing and fenceing vpon 3 acres of his town home lot with the said 3 acres of laud, Mr Stanborough also acknowledgeth ye said bargain.

December 12 1656 Iohn Howell hath bought of Medlin Dayton ye wife of Samuel Dayton with his consent 4 acres of ground in the great plaines being next to the 4 acres comonly called by the name of Hareres lot and the meadow belonging to it.

Feb 28 1656. Isack Willman hath bought of Mr Smith 3 acres vpon the ten acre lotts, and 3 acres joining to Mr Rainers back lot, and one acre lying on the west side of Iohn Whites about the middle of the little plain, (2 words illegible.) a 50 pound lot formerly.

June 5 1657. Iohn Howell sould to his father Mr Edward Howell* one acre and a roode lying in (word gone.)

* According to the notice on page 130 of original Mr. Edward Howell must have died before Oct. 6th, 1655, the date given above must refer to date of entering on record. W. S. P.

Octob. 20 1657. Mr Rainer hath bought of Ionas Bower an acre next vnto Iohn Iaggers for 10s, allso two acres that hee exchanged with Richard Howell for two acres that was Mr Stanboroughs in the ten acre lotts.

PAGE 169. June 5 1657. Iohn Ogden hath bought of Samuel Dayton his house and home lot and five acres in the ten acre lotts, and 4 in coopers neck. and two acres more in another place also he bought the meddow belonging to it.

June 20 1657 Sannel Dayton doth acknowledge yt hee bath boylt of Mr Edward Ioanes, 3 acres that was formerly Mr Stamboroughs with a house upon it,

Iuno 20 1657 At a town meeting it was voted and concluded by the maior part, to accept of and receave all the lawes of the Iurisdiction of connectient, not crossing nor contradicting the limitations of our combinations bearing date may—30 1645,

Allso it was at the same time voted and concluded, that the way of statcing and voteing by land shall be altercd, and all men rated by estates and land according to the law of the Iurisdiction of connectient,

Sept, 17, 1657 Mr John Gosmer hath bought an hundred pound lot of Iohn Topping with the housing and fences and all his acomodations with all the priviliges there unto belonging in Southantou, *

Octob,r the 20 1657, Mr Raynr hath boylt a house lot of Ionas Bower, and at the same time anothe home lot of Iohn Iagger lying at the south side of the home lot that was formerly given to Iohn Iam,

Also he hath in lieu of eight acres thrown up in the ten acres in the great plain, eight acres of ground at the reare of the two lots of Jonas Bower and Iohn Iagger, also an acre in way of exchange of Iohn Iagger lying on the north side of the above sayd eyht acres, for an acre of land in the great playne that was Mr Stambroughs,

* Mr. John Gosmer's home lot is probably the old Pelletreau place. John Topping probably lived on the lot now occupied by Mr. Frederick Howell, and the heirs of Daniel Fordham. W. S. P.

PAGE 170 This Indentue made the 6th day of January in the yeare of the nativity of Christ according to the English acoempt 1653, Between Iohn Gosmer of Southampton vpon the Long Island in America Gent, of the one part, and Thomas Burnet of Southampton afforesaide husbandman, of the other part, Witnesseth that the said Iohn Gosmer for and in consideration of twenty shillings, to be paid hereafter in werke vnto the said Iohn or to his assignes have bargained sould and sett over vnto the said Thomas Burnett, all that his parcell of land lying in the great plaine in a place there commonly called the tenaere lotts, viz all that part which lyeth without the ox-pasture fence, containing by estimation five acres of land be there more or less, to have and to hold the said five acres of land to him the said Thomas Burnet his heirs & assignes for ever, together with all the wayes easements and Improvements what so evr thereunto belonging, without any lett hindrances or molestation what soever done by the said Iohn Gosmer at any clayming under him, his heyres or assignes for ever, And the said Thomas Burnet doth by these presents binde himself his executors and assignes well and truly to pay the above specified 20s to the said Iohn Gosmer or to his assignes in manner followeth, that is to say four dayes work betweene this and the last of march next at 2s the day, and two dayes work in mowing seasons at 2s, 6d the dy, and the residue to make up the said 20s to be paid in the months of Octobr next, all which work is to be paid vnto the said Iohn Gosmer at thee or four days warning, In seals, witnes where of the said parties have set to their hands and
Signed sealed and delivered

In presence of vs

JOHN JESSUP,

HENRY PIERSON

THOMAS ^{his mark} GOLDSMITH,

A true copy by ne

HENRY PIERSON Seer.

PAGE 171 April 30 1656. Mr Iohn Hocell doth acknowledge that last winter he sold a young mare of two yeares old at present, unto Mr Iosiah Stambrough; and Iohn Ogden Innr doth acknowledge he did through mistake tok vp the said mare

and marked her, with a hott Iron vpon ye neare shovlder, with his brand marked which is this signe O,

Witness HENRY PIERSON, Sect,

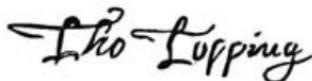
May 25 1659 John Old field aeknowledgeth that he hath sould unto Ellis Cook his home lot lieing betwixt Thomas Halseys Sen. and Thomas Cooper also tne halfacres lieing in the litle plains, and an aere more in lieu of that he thew up in the ox-pasture, also he aeknowledgeth hee hath sould the sayd Ellis all the eomorage and privileges of a 50 pound lot belonging to that land,

My 25 1659, Mr Ogden aeknowledges that hee hath sould vnto Ellis Cooke and Isaac Willman the division of Sagapon ack at meeox that was formerly Goodman Whites, which lieth for tve acres,

At the same time Mr John Ogden aeknowledgeth hee hath sould vnto Ellis Cook and Isaack Willman one allotment of Sagaponaek division numb 32. that was formerly Isaack Willman also hee aeknowledgeth hee hath soukd vnto Ellis and the said Isaac anothr lott that was fermely in the hands of Mr. Ioanes at mee cooks, in numb 33, also anothr lot lately in the hands of John Iessup & Ionas Bour Numb 35, also an acre and half lately in the hands of John White and Ionas Bour lying between Edward Ioanes and Isaack Willman,

172 Be it knowne vnto all men vnto whome this present wrighting shall come, that I Thomas Topping gentleman of Southampton doe bind my selfe my heires executors and assigns, to pay or cause to be paid wll such damages that shall come to any person or persons yf John Kelly doe not offeare at the court to be held in and vpon tuesday next in this towne of Southampton, witnes my hand the 11 day of Ianuary 1650

(Kelly makes his appearance
according to,)



Autograph of Thomas Topping.

* The home lot of John Oldfield was probably the lot next north of the homestead of Nicholas White.
W. S. P.

October the 6th 1659 an action of trespasse upon the case to be tryed at ye adjourned quarter Court the 7th of this instant, Ellis Cook plt; and Isaack Willman defendant,

October 7, 59 an action of trespasse upon ye case to be tryed at the said Cort, Capt Topping plt, and Mr Stanborough, defendant

October the 7th at the said adjourned Cort, The jury men Richard Barret Tho. Sayre Joshua Barnes, Samuel Barker John Jessup Edmond Shaw, whereof Tho. Sayre and Joshua Barnes are excepted against, instead of them is impanelled Sam. Clark and thomas Goldsmith.

PAGE 173. The great plaine fence beginning at the creeke at the west end of the plaine, and every mans proportion lying westward of the number, on ye marked stake.

No.		Poles	feet
0	Thomas Vale cross the water,	0	0
1	Thomas Halsey next the ox pasture end fence	43	12
2	Mr Robert Fordham	34	02
3	William Payne	14	00
4	Richard Bassett	22	6
5	Isaack Willman	08	1½
6	John Jagger	06	14
7	Jonas Bower	06	14
8	Widow Briggs hut now belonging to Tho. Goldsmith for eomoning of oxen	6	8½
9	Abadiah Rogers	21	2
10	Tho. Burnet	23	15
11	Mr Gosmer	34	13½
12	Rich. Post	12	12
13	Joshua Barnes	12	7
14	John Coopr Sen	16	16
15	Henry Person	17	6½
16	William Rodgers	11	9
17	Mr Stanborough	12	7
18	Sam Dayton	20	8
19	Mr Edward Howell	20	11

No.20 George Wood	08	11½
21 Ellis Cook	10	8
22 Mr Edward Iones	16	2½
23 Thomas Hildreth	08	4
PAGE 174 24 Iohn Howell	27	16
25 Mr Richard Smith	08	08
26 Iohn White	09	15
27 Thomas Sayre	15	15
28 Christopher ffoster	17	6
29 Iohn Bishop	09	15
30 with securing the water fence The. Halsey	10	12
31 Mr Hampton	3	15

Memorandum that the cross fence at the east end of the ox pasture is not recored in the aforesaid accmpt, but was sett up by those that have comonidge in the said pasture, with the fore said west end fence, both upon one accmpt, and comes to a length of railes to a payre of oxen.*

PAGE 175. A list of the meadow at the beach or pines No. 1 being the eastward lottment.

No.1 John Jessup and Mr Raynor	22 Mr Gosner
2 Sam. Dayton and Tho. Vale	23 Hemsted
3 John White	24 John Howell
4 Richard Barret	25 Henry Pierson
5 On the island	26 Hensted
6 Mr Houll	27 Mr Browne & Roh. Mervin
7 Richard Post	28 Ellis Cook
8 Mr Iohnes	29
9 Edd. ffarrington	30 Hemsted
10 Mr ffordham	31 Tho. Halsey
11 Mr Topping	32
12 Mr Smith	33 Mr Topping
13 Hemsted	34 Iohn Cooper

*The fence here recorded began at what is now known as "Clark's Creek," upon the land owned by the heirs of Capt. Isaac Sayre, and ran on the north side of Captain's neck lane until it came to about the homestead of Augustus Reeve; it then turned north as far as the South west corner of the parsonage land (now the lot of Henry A. Fordham) and ran along the south side of this tract to the town pond, the parsonage land also included the lot of H. A. Fordham on the East side of first neck lane.

14 Iohn Huell & Isaac Williams	35 Tho. Halsey
15 Tho. Hildreth & Tho. Sayre	36 Wm. Rogers
16 Iones Wood	37 Hemsted
17 Tho. Burnet	38 Iohn Cooper
18 Mr Gosmer, Geo. Wood	39 Tho Sayre
19 Mr Raynor	40 Mr Howell
20 Mr ffordham	41 the towne
21 Hemsted	

PAGE 176. ffeh, 10th 1657 It is agreed by the maior part of the nine men that Christopher ffoster shall have 15s paid unto his hand, to that that hee is already indebted to the towne and hee 's to py the souldiers when their year is up for carry-
ing arnes to the meeting,

At a particular court december 1, 1657 A Iury impanelled to try the case depending betweene Ralf Dayton and Iohn Coopr Innr.

Richard Barret	Obadia Rogers	Iohn Ogden
Iohn Iessup	Thos. Sayre	Iohn Jagger
Isaach Willman	Ionus Bouen	Ioshua Barnes,

The Iury findeth fr the plaintif ye horse and 2s 6d damages with increase of Court charges, Iudgement is given by the magistrates according to the verdict of the jury.

PAGE 177. According to an order established by the general Court held in Southampton vpon the 5th of march An. Dom. 1651 the plaine called the little plaine was layd forth in divisions for the inhabitants of the said towne, jr Richard Odell apoynted for the same, who layd forth the said land in three severall dividences, one of every three making two acres, which two acres lying in the three dividences aforesaid was layd out to an hundred and fifty pound lott, the said dividences being drawn by the inhabitants by lottery vpon the 20th day of march 1651, The first dividence bounds with his front vpon the pond at the west end of the saide plaine, only a cart way being left betweene the said front and the pond, the reare being butted by the side of the first lot of the thirrd dividence along to the west of the plaine, every lott of the said first dividence faeing

according to the mark at the stakes, to Mr. Smith's home lot northward of the said plaine, half an acre in this dividence was layd to every hundred and fifty pound lot.

Mr John Gosner 400 lb lots drew Number 17, number 22, out of this a 50 lb lot to be taken

Mr Robert Fordham 300 lb drew No. 3 No. 4

Mr Edward Howoll senrr 350, drew No 11, No. 19, and is to have a 50, lot out of his son Edward Howells lot

Edward Howell Jr 100 drew No. 38

Wm Rogers 150 drew No. 16

Capt. Thomas Topping 300 drew No. 18 No 27

Thomas Wood 150 drew No 28

Joshua Barnes 150 drew No 2

Ellis Cook 100 drew No 26. Samuel Dayton is to have a 50 share out of the same.

Robert Mervin and Mr Brown's lot in all 150 drew No. 21.

Thomas Hildreth 100 drew No 37. George Wood to have a 50 share out of thd same

John Cooper Sen 150 drew No 9

Richard Post 100 drew No 40. Thomas Pope to have a 50 share out of the same

Thomas Coeper 150 drew No 12

Mr Thuston Raynor 200 drew No 33, is to have a 50 share out of his son Joseph Raynor

Jeseph Ryner 100 drew No 5

Thomas Barret 100 drew numb 30, a 50 tespare

Richard Barret 150 drew no 22

PAGE 178. Mr Edward Howell 150 drew ne 34

Mr Josiah Stanborough 150 drew no 20

John White 150 drew no 15

Thomas Nale 100 drew no 13 Wm Barnes is to have a 50 out of the lot

John Howell 200 drew no 24 is to have a 50 out of Isaac Wilmas

Henry Pierson 150 drew no 8

Thomas Halsey 300 drew no 14 No 23

Isaack Willman 100 drew no 10 John Howell to have 50 ot of it

Mr, Richard Odell 150 drew no 41

Thomas Sayre 200 drew no 25 and is to have a 50 out of Richard Mills lot

Richard Mills 100 drew no 29

John Lessup 100 drew no 29 a 50 to share

Mr Smith 150 drew no 36

Thomas Goldsmith 100 drew no 21 a 50 to spare

John Loomo 100 drew no 6 a 50 to spare.

October 6 1659 at a court it was granted to Mr Edward Ioanes to have 6 acres of ground at the end of Thomas Coopers here lot the north side at the rear of his home lot only a highway six poles belwixt to bee layd out by those the towne shall appoint.

PAGE 179. The second dividence of the little plain fronting by the side of the lots of the first dividence being the north side of the said first dividence which is to the second dividence the south end, being the front, and recereing to the north by the side of Mr Richard Smiths home lot, a high wy being lett by the side of first lot running by the pond, half an acre in this dividence was staked out to an hundred and ffy pound lot.

PAGE 180. [The list of names of the persons who drew the lots, is the same as that as page 177, 8 and is omitted.]

PAGE 181. The order of the fence for the little plaine,

	No Poles feet				No Poles feet		
Mr Staabrogh	3	4	1	Thomas Vale	15	5	2
Wm Barnes	24	2	9	Richard Post	12	5	2
Mr Jones	24	7	2	Thomas burnet	11	5	2
Mr Gosmer	25	13		Wm Rogers	18	7	
Thomas Sayre	30	10		Henry Pierson	20	7	
Mr Edward Howell	14	19	9	John White	5	7	
father Cooper	4	7	7	Ellis Cooke	23	5	2
Mr Northham	2	15		Isaac Willman	28	5	2
Jonas Wood	17	7		Richard Mills	22	5	
John Howell	16	10		Capt. Topping	19	15	
Tho. Halsey	6	15		Richard Barret	9	7	
Mr Odell	8	7		John Lessup	33	5	1

Mr Thurston Rayner	31	10	Edmd Howell	15	5	2
Mr Smith	1	7	Joseph Raynor	21	5	
Ioshua Barnes	9	7	Thomas Cooper	35	7	
Thomas Hildreth	34	5	2			
Thom, Pope	27	2	9			
Robt. Mervin	33	7				
Samuel Dayton	10	2	9			
George Wood	26	2	9			

PAGE 182. At a town meeting when most of the inhabitants were met to gethr the persons undernamed did engage to keep the oxen in the oxpasture as followeth,

Obadiah Rogers one day,	1	John White one dy	11
Mr Roynr & Joseph one day,	2	Richrd Post one dy	12
Tho. Halsey and Richard How-		Edward Iones one dy	13
ell one day,	3	Ioshua Barnes and John Iag	
John Howell one day	4	ger one dy	14
Christophr ffoster one day	5	Thomas Sayre one dy	15
John Jessup and James Her-		Edward Howell one dy	16
rick one day	6	Henry Pierson	17
Mr ffordham one day	7		
Ellis Cook one day	9		
Isaac Willman and Ionas			
Bour one day	10		

PAGE 183. Inne the 19 1657. At a town meeting it was voted and concluded by all the inhabitants of this towne, that they will unanimously stand to maintaine and defend all their lawfull rights that they have in possession by pnurchase and patent right from Mr ffarret as agent of the Earle of Sterling. or purchased from the Indians.

My the 5 1658. At a towne meeting it was generally concluded that two men should bee chosen for to goe to Montauk to make an agreement with the Indians about the horses, which was dum, viz Christophr ffoster and Richard Howell (or Thomas Halsey) and what agreement these men shall make, the payment shall bee raised upon all horses that goe upon the commons, only such that are kept in hand.

At the same towne meeting there was a stray hog that was supposed to bee Mr Smiths, and by the towne sold at an out cry for 17s, and that to goe as farr as it will goe for the payment of the damage dun by that hogg to the Indians.

The court adiourned vntil the next day aftr the court of election.

October ye 6 1659 At a court of election chosen for Magistrates Mr Topping, first. Richard Barret second, Mr Ogden the third, chosen for Secretary Henry Pierson, Christopher ffoster constable.

PAGE 184. December 1 1657 an action of tresspass vpon the case entered by Ralf Dayton plaintiff against Iohn Cooper defendant.

Iune the 22 1658 An action of the case entered by Iohn Cooper Ir plantitf against avis the wife of Mark Meggs defendant.

A Iury impanelled to try the ease Christopher ffoster Ioshua Barnes Ionas Bour Ioseph Rainer Iohn Iaggcr, Obadiah Rogers. The verdict of the jury they find for the defendant the steere with increase of court charges.

It is granted by the magistrate that Iohn Cooper shall have a revise of the above sayd action, at the next court.

PAGE 185. Be it known vnto all men vnto whom this present wrighting shall come that I Richard Barret planter of Southampton doe bind my selfe, my heirs executors, administrators & assigns firmly and truly to pay or cause to be paid vnto Ionas Wood planter of the above plantation the some of twenty pounds sterling, with this proviso that the after condition be not performed. The condition of this obligation is that yf Iohn Stratton planter of Southampton, shall and doe make appearance, and traverse in suit ansring the said Ionas Wood in an action of debt & damage, upon the first tuesday in december next, then this obligation to be void, and of noe effect, or else to stand in full force & vertue witness my hand this 28 day of November 1650.

RICHARD BARRET.

Witness Richard Mills.

this condition that he presents a suite against Iohn Hubby at the next quarter court to be held in and upon the first tuesday in December, for the which an attachment is granted unto them, upon the goods [words gone] of saide Iohn Hubby in the bonds of Southampton.

Richard Pest acknowledged he hath bought of Thomas Burnet an acre and half in the ten acre lots.

PAGE 188. August 22d 1648 whereas Iosiah Stanbrough hath made unto him a power of Attorney from Nathaniel Kirtland of Lynn concerning what the said Nathaniel Kirtland demanded of the towne of Southampton for fencing or for any other cause or reason whatsoever, that was due and payable to ye said Nathaniel from the day of doing such work vntil the day of the date hereof, I say I the said Iosiah Stanbrough have compounded with the town of Southampton for four pounds ten shillings sterling, to be paid in manner following viz, fifty shillings in hand whereof I acknowledge ye receipt & do acquit, and discharge the said town of Southampton in part, as as alsoe I the said Iosiah Stanbrough by vertue of the said power of Attorney made to me as above said, do accept of Iohn Cooper Senior satisfactiō for the other fifty shillings which is behind and unpaid of the said four pounds & and ten shillings which for the present the said Iohn Cooper affirms he hath by the said Nathaniel Kirtlands order to have paid to him the said Iohn Cooper, which if it appear upon due examination vpon a returne from the said Nathaniel that the said fifty shillings were duly payable to the said Iohn Cooper from the said Nathaniel Kirtland that then there be an end of this matter, otherwise the said Iohn Cooper engageth himself to pay to the said Iosiah Stanbrough to the use of ye said Nathaniel the said fifty shillings, and whatsoever else said Nathaniel shall make appeare he is damnified in that he receved not ye said fifty shillings at this time, and vpon the subscribing of the said Iohn Cooper, to all the above written to which he hath assented, I say I have acquitted and discharged ye towne of Southampton of all debts, dues, and demands to the said Nathaniel Kirtland

[Richard Smith have sould Iohn Howell all my meadow land lying at Shinecock, Seponack, and have received satisfaction for them, & discharge all accounts between us.

RICHARD SMYTH.

PAGE 186. There was overplus fence vpon the north side of the great plaine which the new comers in were to doe, to equalize [word gone] the planters are these men following, which is to be bought by the new comers.

Mr Stanbrongh	8 poles	
Goodman Mervin	9 "	sixteen poles of this above
Iohn Cooper	12 "	is to be bought by the new
Mr fordham	15 "	comers to an hundred and
Iohn Howell	11 "	fitty pound lot.
Thomas Vale	5 "	Here follows the overplus
Tho. Bnrnet	6 "	fence that the town must
Goodman Rogers	10 "	buy, or else yf the owners
Isaac Wilhnan	4 "	take away the towne must
Goodman Barnes	10 "	sett vp new fence in the
		roome of the same.
		loshua Barnes 10 poles and
		Mr Gosmer 5 [a halfe
		Mr Smith 3
		George Wood 4
		Richard Post 7

PAGE 187. Rabert Mervin Standoth bound vnto Thomas [word gone] & Capt. Thomas Topping of Southampton, gentleman in the sum of ten pounnds to prosecute a suite against Iohn Hubby in the next quarter court to be held in & vpon the first tuesday in december, for which the said Robert Mervin atacked a rapier in the hands of Samnel Dayton.

The 7th of November 1651 Iohn Cooper Ir and Thomas Vale standeth bound vnto Edward Howell & Capt. Thomas Topping gentleman, in the sum of ten pounnds sterling, under

for work about fenceing as above said & shall look to Iohn Cooper according to this covenant. Per me

JOHN COOPER.

IOSIAH STANBROUGH.

Witness Iohn Moor.

PAGE 189. At a purchase court April 30, 1660, Iohn Scot Attorney for the whale company entered bis action of trespass vpon the case in behalf of ye said company plaintiffs, against Mr Iohn Ogden, Iohn Oldfield & Richard Shaw defendant.

The jury Richard Barret Sam Clark Iohn Iessup Wm Ludlam, Sen Ionas Houldsworth Ioshua Barnes Tho. Goldsmith Isaack Willman, Iohn Mulford Iohn Hand Tho. Tahnage Ier Mechems.

Mr Thurstan Rayner enters an action of trespass in the case against the wife of Mr Iosiah Stanbrough, Mr Stanbrough entereth an action of trespass upon the case against Iohn Miller & Roger Smith defendant.

PAGE 190. Mr Scot entreth an action of tresspass upon the case in behalf of Capt Iohn Taleot against Tho Diment defendant, Mr Scot against Caleb Corwithy in an action of trespass vpon ye case.

Mr Baker & Rob. Dayton against fluk Davis & his wife in an action of tresspass upon the case.

Mrs Alee Stanbrough in an action of tresspass upon the case against Clem Briggs, David Briggs, Mr Rainer. Tho. Sayre in action of tresspass vpon the case aginst Ionas Bour defendant, the Iury Iohn Houell Ed. Houell Richard Houell Obediah Rgers John Ogden, Iohn Iagga Iohn Bishop Tho chatfield Ier Mechen,

Mr Scot and Caleb are referred to the next quarter court Wm Ludlam binds himself for Calebs appearance.

Ifluk Davis & his wife have liberty granted by the Court to anser next cort, & in ye meane time to [word gone] the bond to Mr Bakr & Robt. Dayton with such charges as they are [words gone] this court.

Mr Josiah Staulhrough plf aginst Iohn Bishop, defendent,

Theo Halsey Sen against Nat. Foster defendnt for unjustly molesting his cattle, in ye action concernig Mr Stanbrough & Bishop, the jury find fo the detendat cost charges, and whereas the plf, complains of damage and molestation they finde not yet hee maketh it appear,

PAGE 191. Iohn Davis gives in his [ear] mark to bee a half eorp like an ell on ye fore side of both ears. May 24, 1662 My 25, 1663 Iohn Dickerson gives in his mark to bee two slits on the upper side of the neare ear.

Iohn Woodruff Sen gives in his ear-mak to bee two half penies under the near ear.

Iohn Woodruff Iun, viz the second son, his mark a halfe penny under the neare ear. Iune, 1666.

Iohn Wheeler gives in his his ear marke to bee a half peny on both sides the far ear and a half crop or L on ye neare eare, Iune 9 1668

PAGE 192. A proposall by ye neighborhood where they desire to have their present devision to lye, which is agreed to be 10 ueres to a fitty.

Christopher Foster 20 acres against Ben [word gone] and 10 acres in ye first neck,

Edward Howell on ye North side of Iohn Iessup's close.

Io, Jessup at ye eud of his owne close,

Tho. Goldsmith at the end of his home lot, the rest by Goodman Halseys at weequapang,

Tho. Popping as much as may be at rear of his lot,

Iames Herrick in like manner,

Isaack Willman against his home lot what may be, Ellis Cooke 20 acres at his house at meacox & 10 acres at Calt Creek,

Zerubbabel Phillips by Iohn Bishops close

Henry Pierson behind his home lot ye rest by Iohn Iessups close.*

Obadiah Rogers against his home lot, †

* Henry Pierson lived on the present home lo. of Lewis Hildreth.

† Now the homestead of the heirs of Albert Rogers.

Luent, Post on Northside of Francis Sayre's*
 Tho Burnet same by his own at Cormo, Poynt, the rest to
 his at mill pond head,
 John Woodruff at rear of his lot as much as may be †
 Ionas Bower at reare of his lot, ‡
 Mr Loughton 3 acres north side Wm Russells ye rest at
 ye bottom of Ellis Cooks close §
 Rob. Woolley at rear of his lot *
 Daniel Halsey 150, between Mr Rainer & Ioseph against ye
 little plaine,
 Tho, Halsey Sen, at ye bottom of ye mill neck next negro
 Peter's
 Francis Sayre at side of his lot,
 John Jagger west side of north sea path by Wm Rusells lot †
 Dan, Sayre at ye reare of his lot, ‡
 Iohn Bishop at ye front of his home lot, or on the rear
 of his last division, ||
 Ioshua Barnes at ye reare of his house lot §
 Iohn Cooper & Thomas, on the west of that last division,
 Isaac Halsey North side of Robert Woolley as ye west side
 North sea path,
 PAGE 194. Tho, Halsey Junr. 50 acres adioyning to ye reare
 of his lot at Cobs. pound, 8 acres at his land in mill neck
 Sam, Iohnes, to ye Northward of Rob, Woolley by North
 sea path,
 Wm Russell on ye south side of Sam, Iohnes former division
 Tho, Sayre at Seponack fence on the south side of Seponak
 path & on the east side ye fence,

* Francis Sayres home lot is now owned by the heirs of Septer Jackson.

† John Woodruff lived on the old Pellatreau place, he was an adopted son of John Gosmer.

‡ Jonas Bower's home lot is the present residence of William Hunting.

§ The 3 acres are now occupied by the houses of Wm. Fowler and Harriret Reuben Halsey.

* Now the homestead of Albert J. Post.

† This is the homestead lately owned by David Jagger, the house was built in 1707.

‡ Daniel Sayre's home lot is the lot of Mrs. Fithian south of Mr. Jackson's.

|| Now the homestead of Jonathan Fithian.

§ This is the farm of Wm. S. Pelletreau, and was sold by Joshua Barnes in 1705 to Capt. Jehoniah Scott; in 1757 Capt. Scott sold it to Nathaniel Smith of Moriches, grandfather of Dr. John Smith, from whose heirs it was purchased by Wm. S. Pelletreau. W. S. P.

Mr Iohn Howell as much as may be by his owne at Weequa-
poung.

Mr ffordham as much as may be adioyning to his owne at
taylsome * on the north side, ye rest else where,

Arthur Howell next to Sagaponack pond on this side of it
on meacox plaine,

Mr ffordham at the corner next Sagopanack pond,

Ricksrd Howell as much as my be to his owne at his tlie east
ward close, the rest beginng at the hollow behind Io, Iessops
close Northward & eastward,

Mr Iennings on the north side of Ellis Cookes house and cow
yard, rnnig to Eastward creek,

Iohn Woodroff what hee wants against his home lot, to bee
made up betweenc the swamp runnig into the millstone brook
& Seponack fence that was,

PAGE 195. December 4, laid out Anthony Ludlams land at
his house, hee becing to recieve 8 acres besides the 2 acres hee
assigned to Iohn Berwick, measured to his, of yt which hee
had inclosed in pat of ye 8 acres, the south line of it 23 poles,
ye North line 20 poles, the east and west lines is 32 poles that
wee count at 4 acres,

men claiming quagqnanantuck,

	£		£
Mr Raynor	200	Lieut Post	100
The, Halsey Inn	150	Obadiah Rogers	150
Tho, Halsey Sen	300	Hen Pierson and Mr ffordam	150
Mr Iohn Howell	200	Zer. Phillips	50
Mr ffordham	150	Ellis Cook	150
Iohn Coop	150	Isaack Willman	300
Edw, Howell	200	Ias Herryek	100
Tho, Sayre	150	Tho Topping	100
Isaach Halsey	300	Tho Goldsmith	150
Iohn Iagger	150	Iohn Iessup	150
Tho. Cooper	150	Edw Howel	150
Dan, Sayre	50	Christopher ffoster	150

John Bishop	50 Ri, Howell	150
Ioshua Barues	50 lo, Raynor	150
Mr Hampton	50 Edw, Howell	100
Tho Pope	San, Iones	150
Rob, Woolley	50 Peregrine Stamburgh, saith none	
Ionas Bower	200 Wm Russell granted to him	50
John Woodruf Sen	150 John Post	50
Tho Burnett	150 John Topping	50
	if his father and yo town be agreeede.	

The aforesaid list is what men give in to have at quaqua, at a town meeting Dec. 18, 1665

It was also then determined by maior voot that the 70 £ for quaqua, should bee levied on ye fifties and paid or tendered at present to those to whom it should concerne,

The men chosen to lay out ye premised [words gone] are Iosh-Barnes I. Iessup Mr John Howell & Henry Pierson who have power conferred to them by the town to lay out to every man according to his portion as is by ye inhabitants desired in respect of place as ye land will bear, and according to their best understanding to regulate each mans devisiō & said portions both for quantity forme and place as in their judgement shall seeme to be moste conduciō to ye townes benefit and least prejndice to each particular man. [two line gone]

[End of the first book of Records called Liber A, No. 1.]

Records from the book of Town Accounts,

May ye 2 1657 Att a towne meeting, there being divers apprehension what way or means was best to be taken for proservation of ye towne, It is concluded by the mayor voat of the towne yt 7 men namely, Capt, Topping, Mr Gosmer Mr ffordam Mr Rainer, Iohn Cooper Sen Tho. Sayre and Sergeant Post should have the managing of the present affaire of the towne concerning ye safety thereof, and yt all men did lay downe themselves

in respect of their persons & estates, to bee disposed of by the said 7 men in a way of righteousness, to attend any means that may in their Iudgement effect the said ends,

May 4, 1657 It is ordered by the 7 men impowered, that one half of ye inhabitants of this towne shall keepe eentinell or ward in the towne according as they shall be disposed by officers for that purpose, for one day, and the other half of the inhabitants shall have liberty to goe about their planting or occasions provided they goe togethr, and work soe neere together, that in the Iudgement of those appoynted a centinell the company yt soe goe forth, may come to gether before any danger in respect of assault as came vpon them the other day, and soe successively until farther order, in this respect. And all those that soe goe forth are to have their armes with them, and it is left to Sergeant Post to see to and to effect the aforesaid order,

It is further ordered that ye letting off of one gun shall bee sufficient Allarum in the night, and if there bee any allarum in the night, then all Inhabitants from ye North end of the towne to Tho Sayres shall repaire to about Mr Gosmer's, * and all southward of Tho, Sayres vnto the lane by Richard Barrets † shall repaire to the meeting house, and all from thence to the southend of the towne repaire to about Tho, Halseys Sen his house; ‡ none to make willfully a false allarum vpon penalty of being whipped, And in case there beean Al arum and any man hearing it yet appeareth not to his appoynted place as aforesaid shall forfeit to the towne the some of 5s,

January 5, 1665 The overseers have agreed with James Herriek that hee shall have one acre of land at the reere of his home lot in consideration of a foot way for people vp his lott to the burying place where the towne have an acre for that vse; & James Herriek is to have the hearbridge of it,

Janry 5 65, James Herrick is agreed vith to beat the drum on ye Lords dayes according to custome, and to have 20s per year

* The late residence of Charles Pelleireau deceased.

† Toilsome lane.

‡ The present residence of Nicholas White.

for the same soe long as hee dischargeth yt office the towne paying fr drum heads and cordidge,

Sept 4 1665 Leiftn Post is agreed with to build a watch house of 15 foot square, 7 foot gree * over it, a chimney catted and fit for aubing, ye widenes of ye house; with rafters fit fr lathing for sshellingle, the studs fit for 5 foot clapboard, posts in the ground of the ground of white oak, ye stuff to bee carted by ye town and sufficient help to reare it & to bee finished within 2 months. And hee is to have paid to him by the towne 4£ 12s 6d per bushel, ye rest in current pay,

Sept 4 1665 By ye overseers Hen. Pierson is chosen to bee recorder and clarke for the towne and is to have 10s per An. as in formr yeares for his paynes.

June 30 1669 It is ordered by the eunstable and overseers together with ye inhabitants of ye towne that if any person shall presume to make allarum shall fur his or ther default pay twenty shillings or he severely whipped, and that noe person pretend ignorance, It is concluded that one gun being fired off in the night after ye watch is set shall bee Accounted an allarum, likewise three being suddenly fired one after another in ye day; and all persons are hereby required to be very circumspect heerein vpon there vtmost peril, Allso that if any upon the watch shall at any tyme here after bee by such persons as are vpon oath, hereunto apponted found sleeping or any way careless, shall pay unto the publick twenty shillings for any such default, as witnes our hands,

April 30 1657 half a pound of powder a peece delivere.l unto ye undernamed persons out of ye magazen.

Nathanel Foster	John Oldfield	John White
Thomas Halsey Jr	John Iaggar	Ellis Cooke
Isaack Halsey	John Bishop	Isaac Willman
John Howell	Ioshua Barnes	Tho. Topping
John Coopr Jr	Tho. Pope	Eluathan Topping
Edward Houell	John Ogden	John Hand

* Joists.

Francis Sayre	Jonas Bower	John Jessup
Daniel Sayre	John Topping	Edward Honell
Henry Judlam	Tho. Burnot	Christopher Foster
Thomas Cooper	Sergeant Post	John Foster
John Woodruff Sen	Obadiah Rogers	Joseph Foster
John Woodruff Jr	Henry Pierson	Richard Howell
David Halsey	James Herrick	Joseph Rayner
John Negro,	and thre was weighed 9 lb $\frac{1}{2}$ of powder	

and put into the barell, & remains to be disposed,

[After an order bearing date March 1666 in relation to fences upon the plain the following entry is made] Lykewise it is concluded that the drumme being beat att the setting these vpon the meeting houso post shall bee sufficeient publishment thereof, as also any order that hereafter shall bee to be published.

[The plan of this book does not include printing the records in the book of town accounts of a later date than 1660, but as many names occur of persons who were evidently residents of the town for a greater or less length of time, and as the writing is much faded, we have concluded to give a list of such names, as it may be of service to future writers, or collectors of genealogies, W. S. P.]

Nathaniel Dominy	1668	Robert Kellum	1666
Thomas Steevens	1668	James Redfield	"
Cornelius Vonek	1661	Wm Russell	1667
Charles Strong	1661	Arthur Crese	1666
Benjamin Haine	1668	John Tenison	1667
John Loughton	} 1688	Jonas Honldsworth clerk	1667
Isiah Loughton		John Davis	1667
Wm Salier	1668	John Wheeler	1665
Thomas Tailer		Sammuel and Joseph Davis	
John Roe	1666	brothers	1668
Christopher Learning	1667.*	Garret Travis	1666
Benjamins Davis	1666	John Franklin	1666

* Christopher Learning afterwards removed to Cape May, New Jersey, probably 1668.—W. S. P.

APPENDIX.

COPIES OF VARIOUS DOCUMENTS RELATING TO THE EARLY HISTORY OF SOUTHAMPTON. THE ORIGINALS BEING PRESERVED IN THE LARGE PORTFOLIO MARKED "HISTORICAL DOCUMENTS."

[Papers Relating to Suit with Southold about Acquebogue meadows.]

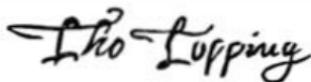
Southampton March the 8, 1667 The depositions of Richard Woodhull aged about 60. This deponent saith that the tract of land which long agoe was by the Indians given or granted unto this deponent and Mr William Wells of Southold, began at ye end of the westward bounds of Southold land and contained Curchauk, Mattatuck, Accabouk, and thence to Peaconnet River, And further saith that the deed which the Indians signed in contents were according to ye premises, Alsoe saith that within a while after the said gifts or grant this deponent heard that Mr Youngs had made purchase of a parcell of land within the compass of the said land, given as aforesaid, and there upon this deponent sent a letter of protest against ye said purchase unto Mr Youngs and Southold men, and after the said protest made Mr Wells and some other came to this deponent and bought of him his above said Interest.

This Deposition taken before me

IONAS WOOD.

Richard Howell and Ioseph Rainer aged about forty yeares deposed this 15th of September 1667 Saith as followeth. That vpon a time about the latter end of may, last Capt, Iohn Youngs of Southold brought over to Southampton Thomas Stanton with some of the chiefe of Southampton Indians, meeting at the Schoolhowse, some of the chiefe of Southampton Indians, with the Sachem being there, Capt Youngs being asked the end of his comeing said, to finde out truth, viz whoe had the true right to ye land or meadow in controversie betweene the said twe townes, And the debate therevpon grew on betweene the Indians, then being present some of the Southold Inhabitants, with divers of ye chiefe of the inhabitants of Southampton, Thomas Stanton being ye interpreter. These deponents heard the said Thomas ask both parties of ye Indians whoe had the true right to the said land & meadow. And the said Indians (after long debate) Ioynly answered, that ye young eagles that were taken in the nests, and the deere that were drowned or killed in the water, It was ye Indians customs to carry ye said eagles & thoskins of the Deere to those Sachems or Indians that were the true owners of ye land, thereupon Thomas Stanton presently replied saying, indeed the eagles & the deere were something, bnt if there were a beare killed or drowned, that would put the matter onnt of contreversie, And the deponent heard Southampton Indians affirme that there was a bear drowned or killed in ye same tract of laud now in controversie between ye the said Townes, then Thomas Stanton asked to whom the skin was carried, and Southampton Indians answered To Shinecock Indians, And Southold Indians allsoe acknowledged that ye said beare skin was carryed to Shenceock Indians by Southold Indians whoe tooke ye beare

Taken before me



Autograph of Thomas Topping.

I the subscribed namely Thomas Halsey doe witness, that at the time of the trouble in this towne of Southampton by reason of murder committed by the Indians, At a great assembly of the Indians for the settling of matters, in fine I saw Mandush (whoe was a man repnted & acknowledged generally by all Indians in these parts to bee the great Sachems some of Shinecock) cutt up a turf of ground in Southampton, and delivering it to Wyandaneh gave up all his right and interest unto him. And hee the said Mandush with many other of the cheiffe of Shinecock Indians as ancient men, did manifest their consent and that they were contented, by their ordinary signe of stroaking Wyandaneh on the back, And since that time the said Wyandaneh (whoe was Sachem of Meantank) hath acted upon ye aforesaid Interest given to him as by letting and disposing of land at Quaquanantuck and else where And I nev'r heard any deny Wyandaneh his right and propriety in the premies until of late, And this I am ready to depose when there unto called,

Witnes my hand and this 19 of Sept. 1666,

THOMAS HALSEY,

I the subscribed namely Thomas Saire doe alsoe witnes all that is above testified by Tho. Halsey except only the delivery of the turfe, and futher that when Mandush gave up his right to Wyandaneh and stroaked him on the back, Mandush alsoe toid Wyandaneh that now hee would bee all one dogge, And this I am ready to depose when I am thereunto called, witnes my hand & this 19th of Sept 1666

THOMAS SAYER

New York the 7th of Novembr 1667 The depositions of Mr John Ogden, This deponent testifyeth that about 5 or six years agoe and after Mr Wm Wells and others of Southold pretended that they would stand suite at law with this deponent about ye meadow now in difference betweene Southampton and Southold, the said Mr Wm Wells, Mr Tucker Joseph Horton & oth-

hers spoke to this deponent and would have bought of him part of those meadows,

JOHN OGDEN

Swore to before mee this 7th day of Nov. 1667

MATTHIAS NICOLLS Sec.,

To the constable of Mentaucket These are in his majesties name to will and require you to gather together the ancientest and chiefest of the Indians at Mentaucket immediately upon sight hereof, to give in their testimony concerning the bounds of Shenecock Indians before Mr Tho, James and Richard Howell, hereof fail not at your perils, given under my hand this 16th day of October 1667

JOHN MULFORD

October ye 16 1667 Pawcatore being required to give in his testimony betweene Southold Indians bounds and Shenecock Indians bounds affirmed, that in his tyme there was a war between the said Indians, and that yeancock Indians were conquered and fled to severall parts of the maine, and that after a certaine tyme, yeancock Indians returned againe and Shinecock Indians said that they had been old friends and that they might sitt downe and plant there again on the other side of Peaconect, and soe they did, And afterwards that there was a beare drowned in the meadows now in controversie and that the skin and the fatto of them said beare was brought to Shinecock Indians as due unto them.

The X marke of

Taken before me

POCATONE

JOHN MULFORD.

October ye 17th 1667 The testimony of two Ancient women that formerly had lived at Accabonake, do affirme that all the land and marsh ground betweene Peaconnet and Niamocke did belong unto Shinecocke Indians and that there was a bear drowned in the meadows on the east side of Peaconoeke and that the skins and fatt was brought to Shinecock Indians, and

Power of Attorney to John Howell and Henry Pierson.

Know all men by these presents that wee the subscribers the constable and overseers of Southampton in New York on Long Island, doe hereby in ye name and behalf of our said towne constitute and appoint our trusty friends Capt, John Howell & Henry Pierson our true and lawfull Attorneys in our Townes name & stead to prosecute a plaint or snit to bee heard or tryed at ye next Assizes neere approaching concerning or betweene our said towne plaintiff, and ye towne of Southold in ye same Iurisdiction defendant, then and there to implead the said towne of Southold (or those whoe shall answer in their name) in the said plaint or suite, and to sue for and recover our rightfull interests of them with costs and damages, and vpon receipt thereof to give full & ample discharge, moreover we doe hereby impower our said Attorneys to make any agreement concerning the premises, as by composition Arbitration &c, or by any meane that shall present itself if they our said Attorneys shall see meete, or to follow the said suite or plaint at any other court or seat of Iudgement until the said suite or difference bee ended or issued, allsoe we doe impower them our said Attorneys to constitute and appoint any other Attorney or Attornies under them in our said Townes name to prosecute the said plaint or suite, And whatever our said Attorneys doe lawfully, or cause to be done in the premises, our said towne shall and will stand unto, and doe hereby ratify & confirm as if they themselves had personally and aetnally done the same, and what ever costs they our said Attorneys are at, or damage they may suffer in the prosecution of this said plaint our said town shall and will satisfy, further more if by any accident either of our said Attorneys be hindred from ye said court of Assizes then the other hath hereby ye sole and full powr which is communicated to them both as above said, Witness our hands this — day of October

1667

JOSEPH FORDHAM OBADIAH ROGERS
EDMUND HOWELL JOHN IESSUP

Witness

EDWARD HOWELL

John Cooper Robt Woolley,

Wyandanch's Deed to John Ogden.

May 12 1659 Be it knowne unto all men that by this present writing that I Wiandance Sachem of Paumanwehegn Long Island have upon deliberate consideration, and with my sonne Weeuyacomhoune, both of us together, given and granted unto Mr Iohn Ogden and his heirs for ever, I say freely given a certain tract of land, beginning at the westward end of Southampton bounds, which land is bounded, eastward with Southampton bounds, and with a small piece of meadow which I gave to Mr Iohn Gosmer, which he is to enjoy, Northward to the water of the bay and to the creek of Accaboucke, Westward to the place called Peheeamache, and Southerly to Potuncke, three miles landward in from the high water marke, and creeke of accaboucke, and soe to the west, But from this three miles bredth of land southward all the land and meadows towards the south sea the heach only excepted which is sold to Iohn Cooper, I say all the lands and meadows I have sold for a considerable price unto Mr. Iohn Ogden for himself his heirs executors and assigns for ever upon conditions as followeth, first that Thomas Halsey and his associates shall have the privilege of the place of meadow called ququanantuck, the term of years formerly granted to him or them, but the land lying betweene quaquanantuck and three miles northward he shall or may possess and improve at present, but when the years of the aforesaid Thomas Halsey shall be expired, then shall the aforesaid Mr Iohn Ogden or his assigns fully possess and improve all quaquanantuck meadow with the rest aforesaid, and then shall pay or cause to be paid unto me Wyandance my heirs and assigns the summe of twenty five shillings a yeare as a yearly acknowledgement or rent for ever, And it is also agreed that we shall keepe our privilege of fishing, fowling, or gathering of berries or any other thing for our use, and for the full and firme confirmation hereof we have both parties set too our hands markes and seals interchangably The date and year above written

JOHN OGDEN [I.S.]

In the presence of us
DAVID GARDINER

Lion Gardiner

Autograph of Lion Gardiner.

Know all men by these presents that whereas I John Ogden of Elizabeth Towne in New Iersey take myself to have true right and title to one hundred acres of meadow ground or salt marsh lying on ye side of a bay commonly Peaconnet or Pehickoneck next or towards Southampton lands, and alsoe whereas formerly I have given and granted all my right in, and title to ye said meadows unto the said town of Southampton on Long Island (my said right being derived from Wyaudance Sa-chem of Meantanket) I doe hereby assume and confirme unto the said towne my whole Interest in the premises, they and their assigns or successors to have to have & hold ye same for ever, from mee and my heirs or assigns or from what I have done or may doe or any in my name may cause to bee done,

Witness my hand this 2 of November An Dom. 1667

In presence of
John Richbell
Jonas Houldsworth,

JOHN OGDEN

Capt Iohn Youngson the behalf of the Inhabitants of South-old humbly proposeth these ensuing Reasons for his Appeals to Equity.

First Hee conceiveth that the Iury might not looke vpon their copy of the deed of purchase to Mr Eaton to be authentick by reason it was attested by Wells who is a party in the case as all so some testimony taken before him as a magistrate,

2ndly By reasons they had not full testimony from the Court of New Haven of all the transactions concerning this cause, as also not pleading the considerations they gave to the Iurisdiction for their rights in the purchase aforesaid, As alsoe for divers other Reasons which would be too troublesome to relate to your Honrs at present, Therefore in the behalfe of the said Towne he humbly requested that he putting in security according to law may have the liberty till the next court of Assizes to prosecute this Appeale, where he shall produce the originall Records & many more substantial Testimonys, which may much

satisfy your Hons & this Hon^{ble} court, Also the Inry went not accordig to the law of possessions which this defendant pleaded & in equity shall request the Benefit there of

This is a true copy examined by me this 6 by of Novembr 1667

MATTHIAS NICOLLS Sec,

At the General Court of Assizes held in the city of New York by the Governor & Councel & the Iustices of the peace by his Majesties authority on the 30th and 31st days of October, and the 1 & 2d & 4th days of Nov in the 19th year of the Reigne of our sovereigne Lord Charles the 2nd by the grace of God of Great Brittain France and Ireland King, defender of the points &c, and in the yeare of our Lord God 1667

The Inhabitants of the Towne of Southampton plfs, The Inhabitants of the towne of Southold defendants, The defendants having appealed from the verdict of the Iury to be heard in Equity, This Court upon consideration of the the reasons given therefore doth think fit to allow of the defendants Appeale to be heard at the next Generale Court of Assizes, to be held on the first Wednesday in Octobr, 1688 they giving security according to law, and doe order that as to the meadows in controversy betweene the plfs & defts they shall both have liberty to mow thereupon each the one half thereof at the season of the yeare & for their cattle to feed ther upon in the mean time until the title shall be decided in Equity unless they shall otherwise agree amongst themselves, which the Court doth recommend unto both parties. The Defts are to pay the charges of Court,

By order of the Governor and Court of Assizes,

MATTHIAS NICOLLS Sec,

Whereas There hath arison an unhappy difference Between ye Twe Towns of Southampton & Southold, Concerning Interest In a Parcill off meadow Lying on Shinnecock Side off peaconok River (vis) from peaconuock Bay to a Crick Called to

young or ye Red Crick and som charg bath Bin expended at ye Last Court off assize & for as much as our Hon Govvner Gen'll Niccolls Both sent and & Employed ye Hon Capt Needham & Capt Nickolls as meadiators to Reconcile ye sd Diferance Who did present to ye sd Towns Their earnest desire off a final Neabourly Composition Between them. Whereupou ye said town of Southampton by thier Representitaries appointed these men namely Capt John Howell Henry Pierson & John Jessup and ye town of Southold Employed five men namely Capt John Youngs Capt Charles Glover Constable Thomas Mapes, Leiftent Richard Terry & John Conklin Jr Each town giving these said friends as agents full and ample power to put a period unto & finally to conclude ye sd Deformance Now know all men by these presents yt Wee ye stornamed parties who was as aforesaid Impowered bein assembled together at ye town of Southampton this 11th of March 1667 do mutually agree and forever determine Between the said towns concerning ye whole matter of Deformance as followeth, That ye town of Southampton shall peaceably & quietly enjoy & posses ye full Latitude of their Land Bounds they sometime purchased of Capt Topping ye west Line was & is to run according to their Deed from a place called Seatuck on the South Side to ye head of a River or Bay called peaconet on ye North Side to be to the said Southampton & ther Successors ffor ever with this Restriction or premission that Mr William Wells of Southold shall have and Retain eighteen acres off the above said meadows which are already appointed unto him ye same to be to ye only use & and behoof of him and his heirs ffor ever and all ye Rest of ye land or traet of meadow to Ly In Common ffor mowing ffor all ye Inhabitanis off Both towns who have Interest according to their Property as they shall have occasion untill ye said towns Shall more fully agree to divide ye same in particular and whensoever they shall com to be Devided ye said Eighteen acres belonging to Mr Wells shall be accounted as part of ye quantity which Southold are to have and for the further settlement and continuation of peace between

ye said towns it is further herein concluded by us In there behalf yt ye Creatures belonging to Southampton which shall at any time be found going on any part of ye said tract of land or meadows Shall not be molested but have freedom as formerly and Southold Inhabitants or any of them or any in their names shall not purposely put or place any of those Creatures at any time In any any part thereof But iff any of these Creatures come within ye Limits of ye said meadows accidentally It shall not be any trespass, finally it is determined yt ye charges which have Bein Expended by either of ye said towns concerning ye said meadows it shall be borne by themselves who have disbursed it; and for ye full Ratification hereof were the said parties who are intrusted & impowered as aforesaid have hereto Interchaugably sett our hauds this 11th of March Ano Domn 1667,

Signed & delivered	John youngs	Charles Glover
in presence off	Thomas Mapes	Richaad Terry
Edward Petty,	John Conkellin	
Jonathau More		
Samuel Glover		

A true copy by Mr John Howell Town Clark.

[The above seems to have been a final settlement of difference between the two towns, this agreement is referred to in the Patents granted by Gov. Andross 1675, and Gov. Dongan 1686 where it is stated that the North bounds of this town is Peconic River and bay "not contradicting the agreement made between them and the town of Southold, after their trial at the Court of Assizes." The meadows in controversy are on the shores of Peconic bay near the village of Flanders. Aquebogue is an Indian name, signifying "land at the head of the bay, on the Cove place."—w. s. p.]

Know all men by these presents that I John Ognen of Elisabeth Towne in New Jersey have truly and duly owing unto me the full and just sum of forty pounds from Shinecock Indians as in remaine of what became due to mee from them upon

the tax of tire money (as it hath been commonly called) and the hon^{ble} Governor of New York having appointed the Commissioners for the Indian affaires in ye East Riding, namely Capt John Howell and Mr Thomas Baker to take cause for satisfaction, I doe hereby appoint and constitute my friends ye said Capt John Howell and Henry Pierson my true and lawfull attorneys in my name & stead, but for my owne use to demand and receive the said 40£ or any part thereof from any person yt shall bee appointed to pay it upon the aforesaid accept, and vpon receipt thereof to give full discharge or to make any composition or agreement concerning the premises, And whatever my said attorneys doe or cause to be done lawfully in ye premises I do hereby ratify and confirme as if I had actually done the same, Witnes my hand this 7th of November 1667 allsoe I promise to defray ye charge my said attys are at in and about the premises.

Signed and delivered in presence of JOHN OGDEN.
 ws John Riehell
 Ionas Honldsworth,

Papers in Relation to the Topping Purchase, Western part of the Town.

INDIAN DEED TO CAPT. TOPPING,

This writing made the tenth of April 1662 between Weany Sunk squaw, Anabackus and Iackanapes all of them residents of Shinecock near Southampton on Long Island, on the one partie and Thomas Topping of Southampton on the aforesaid Island on the other partie, Witnesseth that we the said Weany Anabackus and Iackanapes have given and granted and by these presents do give and grant bargain sell assign and set over unto Thomas Topping aforesaid his heirs and assigns for ever all our right title and interest that we have or ought to have in a certain tract of land lying and being westward of the said Shinecock and the lawful bounds of Southampton above said, that is to say to begin at the canoe place otherwise Niam-

uck and soe to run westward te a place called and known by the name of Seatuck, and from thence to run northward across the said Island or neck of land unto a place called the head of the bay with all the meadow and pasture, arable land, easements profits benefits emoluments as is or may be contained within the limits and bounds before mentioned together with half the profits and benefit, of the beach on the south side the said Island in respect of fish whale or whales that shall by God's providence be cast up from time to time, and at all times, with all the herlage or feed that shall be, or grow thereon.

To have and To Hold, all the forementioned demised premises with all and singular the appurtanances thereto belonging or in any ways appertaining to him the said Thomas, his heirs executors, administrators, or assigns forever, without the lett trouble denial or molestation of us the said Weany, Anabaekus, and Iackanapes our heirs or assigns or any o her person or persons lawfully claiming from, by, or under us our heirs executors Administrators or assigns, for and in consikleration of the four score fathoms. of wampum, or other pay, equivelent to be paid unto the said Weany, Anabaekus, and Iackanapes together with those other Indians interested whose names are under written, at or before the first day of December next ensueing the date hereof, by the said Thomas Topping or his assigns unto the true and faithful performance of all the premises we have hereunto interchangeably set our hands.

In presence of
James Herrick
John Topping
Elnathan Topping

THOMAS TOPPING,
WEANY X her marke
ANABACKUS X his marke
IACKANAPESS X his marke
COBISH X his marke
TOP●BIN X his marke
WETAUGON X his marke

Indian Deed to the Towa for Topping's Purchase.

Know all men by these presents, that whereas wee the underwritten whoe are of the Indians of Shineeock, and understanding that some of our Indians have, namely Weany Annobaccous lackanapes & some others have sold unto Capt. Topping a tract of land westward from Southampton bounds, wee doe hereby make protest against the said sale, and doe affirme yt the said persons or Indians had noe right to make any such sale, but that ye interest and propriety vnto the said land belongeth totally or principally unto us or some of us, And wee the true proprietors of the said lands, doe hereby assigne and make over, all our said Interest in the said tract of land, lying from a place called Niamuck or ye canoe place, westward to a place called Seatnek, and soe to run cross ye Island (namely Long Island) unto a place called the head of the bay, or Peaconnet, on the north, wee say wee doe impart and assigne all our said Interest in ye said lands, (whereof Qwagwanautuck is part) unto our ancient and loving friends the Townes men of Southampton to them and their successors for ever, with this proviso & consideration that if General Nicolls whom wee acknowledge the hon^{ble} & discreet Governer of this Island doth upon examination finde us or part of us to bee the true proprietors of ye said lands before mentioned, And that the said Southampton men doe receive and possess the same upon our right or accompt, that then they shall pay unto us, as his said honor shall determine, Witness our hands this 17th of September, 1666.

The mark of X MANDUSH his daughter
 The marke X of QUAQUASHAW
 The marke of X ANOINIS
 The mark of X PUNCI,
 The mark X of Mandush his sonne,
 The mark X of WEETETOSEN,
 The mark X of IONAQUID
 The mark of X GOABES wife the relie of
 mandush the chief Sachem,
 The mark X of SAWGUM
 The mark X of HOAQUEMES,
 The mark of X APUCKHOWBATK
 The mark of X SOMWESESEN
 JOHN SMITH X his mark.

Indians' Agreement with Lion Gardiner.

Be it knowne unto all men by this present writing, that this Indenture covenant or Agreement was made the tenth of June in the yeare of our Lord 1638 between Wyandance Sachem of Pawmanack with his son Wiacombone and their Associates, that in Sasagataco, Checanon, & manaueto, on ye other side Lion Gardiner for himself his heirs executors and assigns, that is to say that the foresaid Sachem Wiandance hath sould for a considerable sum of money and goods, a certaine tract of beach land with all ye rest of ye grass that joynes to it not seperated from it by water, which beach begins eastward at the west end of Southampton hounds, and westward where it is separated by ye waters of ye sea coming in out of the ocean sea, being bounded, Southwards with the great sea, Northwards with the inland water, this land and the grass thereof for a range or run for to feed horses or cattle on I say I have sold to the foresaid Lion Gardiner his heirs executor and assigns for ever for the sum aforesaid and a yearly rent of twenty five shillings a year which yearly rent is to be paid to the foresaid Sachem his heirs executors and assigns for ever, in the eighth month called October then to be demanded, but the whales that shall be cast vpon this beach shall heloug to me, and the rest of the Indians in their bounds as they have beene anciently granted to them formerly by my forefathers, And also liberty to cut in the summer time flags bullrushes and such things as they make their mats of provided they doe noe hurt to the horses that is thereon. And that this writing is to be understood according to the letter, without any reservation or further Interpretations on it we have both of us Interchangeably set to onr hands and seales

Lion Gardiner

Autograph of Lion Gardiner.

Signed Sealed and The SACHEM H mark

delivered in the presence of us
 David Gardiner
 Ieremiah Conkling

The mark of X his sons
 SASAGATACO S mark
 CHECANOE A mark
 MAMANETE 8 mark

I John Cooper do accept this writiug and promise for myself my heir executors and assigns to performe the payrient which is above specified, Witness my hand this 23 day of December 1658. In presence of ye underwritten witness

Thomas Osburne Ieremiah Conkling.

At a court of Sessions held at Southold in the East Riding of Yorkshire upon Long Island the 7th day of Iune, by his majesties Authority in the 17th year of ye reigne of our Sovregne Lord Charles the second by the grace of God of Great Brittain France and Ireland King defender of the faith &c and in the yeare of our Lord God 1665.

Whereas Mr Ogden did sell a parcell of land to the Inhabitants of the towne of Southampton which was given and granted to him by ye late Sachem Wyandanee & his son, with a reservation of twenty five shillings a yeare to him and his heirs after the expiration of some years which Thomas Halsey hath or had therein, this court doth order that the said some of twenty five shillings so reserved to be paid yearly as aforesaid (when Thomas Halseys time shall be expired) shall be payed unto the said squaw daughter & heire to the said sachem, & to her leires and assigns according to the Intrest of the grant above mentioned by the persons in Possession of the said lands who may claim their satisfaction for Mr Ogden who sold it to them.

By me

RICHARD TERRY,

Clark of the sessions.

Know all men by these presents that whereas it is demonstrated by some special writings that a certain Annual payment was to be paid by the towne of Southampton unto Meantauk Indians, which payment seems to bee confirmed to them by the Court of Sessions held at Southold Iune the 7th 1665.

And whereas the said Indians have by the sunk squaw & chief of them, in behalfe of all, constituted me Thomas James their lawfull Attorney or agent to act for them respecting the premises, I say upon the grounds before mentioned, and upon the receipt now of eight trucking cloth coats for the said Indians doe resigne up unto the towne of Southampton, or for their use the two original deeds from the said Indians with ye order of ye said court and my letter of Attorney &c. And by vertue of my said power from ye said Indians doe in their names for ever wholly acquit the said Southampton their heyers & successors of all and every part of that foresaid, or any annall payment that was to be paid, or might on any account whatsoever bee claimed from Southampton or any of the said town, by the said Indians of Meantuck, or any particular of them. In witness whereof I have hereunto set my hand this 17th day of January An. Dom. 1670. Witnes my hand

In presence of us

THO. JAMES.

John Stanton Gershum Culver.

The Governor's Determination.

Whereas Mr Iohn Howell, and Henry Pierson are deputed by the town of Southampton to prosecute or conclude a difference with Capt Thomas Topping, which difference hath also relation to Iohn Cooper, in respect of his claime of Interest, to which end all ye said parties shewed severall writings whereof were three deeds, one of these from Iohn Scott to Southampton men, another from some of Shinecock Indians to Capt Topping and the other from Lyon Gardiner to Iohn Cooper, Now know all persons by these presents that ye said parties namely Capt. Thomas Topping, the said deputies from Southampton

and Iohn Cooper, have fully and absolutely referred themselves to my determination in the premises whereupon (with the consent of ye said parties) I doe conelude and determine as followeth, yt they they the said Capt. Topping and Iohn Cooper shall fully and freely (upon demand) deliver unto the town of Southampton all their deeds, writings and evidences that they have of a certain tract of land now in contraversie between them, and which the said towne purchased of Iohn Scott as by his deed aforesaid, appeareth, and all the right and interest that ye said Capt Topping and Iohn Cooper have by the said deeds or any other way or means obtained, in the said tract of land meadows or beach mentioned in their said deeds is belonging, doth and shall belong unto the towne of Southampton, (viz) (that have and doe pay purchase) and their successors forever, herein only profits of whales excepted, And they the said Capt. Topping and Iohn Cooper and either of them shall hereafter sign any instrument in writing that may be made for ye further confirmation of their said Interest vnto the said Southampton, And in consideration whereof the towne of Southampton shall pay to him ye said Capt. Thomas Topping or his assignes the sum of five pounds, and they shall alsoe pay unto ye Indians (concerned to receive it) four score fathoms of wampum, the wampum being accounted at six per penny, or soe much in value in pay equivelent, the same to be distributed to all the Indians (according to ye interest they had in ye premises purchased) at ye best discretion of Mr Iohn Howell Henry Pier-son and Richard Howell. Also the said towne shall let him the said Capt. Topping have 150£ allotment in ye said meadows before mentioned more over I doe determine that ye said Iohn Cooper shall pay unto him the said Capt Topping the sone of fifteen pounds besides and above what he oweth unto yo said Capt. Toppingshall give up his interest in 150£ allotment he hath in yo said meadows unto him the said Capt Topping, all which is in consideration of the interest which he the said Capt Topping claimeth in the whales, which may be cast upon the beach within the compass of the tormentioned pur-

chase and designed as above written the which interest in all the profits of whales & fish shall belong unto him the said Iohn Cooper his heirs and assigns for ever, and hee the said Capt. Topping shall at any time hereafter upon Reasonable demand signe any deed or writing that is or shall be made further to confirm unto the said Iohn Cooper his heirs and assigns the said Intrest in whales or fish &c and he the said Iohn Cooper in content to accept of what ye town of Southampton shall freely pay unto him for the herbage of the beach which he hath resigned up unto the said town as afore said, and this to be the ultimate issue and final determination concerning the premises and I doe allsoe confirme and assure unto the said town there said tract of land with the herbage of the beach &c, and to ye said Iohn Cooper his said Interest in the profits of whales or fish, and defend them and their in ye peaceable enjoyment thereof. Against all other claims whatsoever,

Dated in Fort James in New York the 3d day of October 1666.

RICHARD NICOLLS.

Recorded in ye office of New York the 14th day of march, 1666 By mee Matthias Nicolls, Sec.

Wee nderwritten doe testify that on or about the 20th of feeb, 1664, before Capt. Topping was chosen to goe to Hempstead as deputy for this towne of Southampton, At a towne meeting endeavors were used to compose the difference that was, or was like to bee, betweene the said town & him, but tindeing the plnrality of Inhabitants together did but spend time in argueing to anp fro, and put not a period to the business, The towne by maior voat empowered three men, namely Ioshua Barnes Richard Post, and Tho Halsey, Iun to make a finall agreement with the said Capt. Topping, and after some space of time that day the towne being met together with Capt. Topping the said Three men, or some of them, in the name of

the others, repeated the bargain, or agreement, they had made with the Capt. but there being, or seeming to be some obstruction in the business at last it was cleared and removed, And the town with the said three men on the one part, and Capt. Topping on the other, were totally and finally agreed and the agreement put to writing or record by the publique officer of the town for that purpose who did distinctly read the said agreement, unto which agreement both the town and Capt. Topping then fully consented, to the truth and verity hereof we are free to be deposed when we shall bee theremto called, In witness whereof we have herenunto set our hands this 18th day of September 1666. John Howell Henry Pierson John Cooper Isuack Willman Thomas Goldsmith Thomas Cooper John Woodruff Robert Woolley William Russell Ioshua Barnes John Iagger Francis Sayre, Richard Post Thomas Foster Ir Samuel Barker.

This writing witnesseth pn Agreement Betweene John Scott of Ashford on Long Island in New England Esq. of the one part, And John Howell Thirstan Rainer, Robert Fordham Tho Hakey Sen gentlemen, Samuel Clark Richard Post & John Iessop yeomen of the other part WITNESSETH that the said John Scot for and in consideration of Seventy pounds to be well and faithfully paid unto him, his heirs executors Administrators or assigns in Chattells as they shall be estimated by two persons indifferently chosen according to the rate of beef and pork at prices enrrant, All these lands rivers, waters woods under woods, timber trees, marsh ground, privileges, In-risdictions, wayes easemenss, propities emolnments what soever that bee the said John Scot boght or by any meanes acquired of Mr John Ogden of Feversham, lying and being bounded, west on the south with a creek or river comonly knowne by the appellation of Apaneck, and on the east with Niamuck, and North with the south side of ye neck lying betweene the first creek called Iron Creek, And from thence by the path

from neck to neck to Peaconnet, about eight miles cast and west (all which lands meadows and privileges north of the said path between Peaconnet and the first creek called the iron or red brook or creek aforesaid, which shall bee and remain notwithstanding any patent right, granted to the parties above mentioned their heirs associates & successors by Mr. Farret Anno 1639 in absolute estate in free soceage without lett or molestation to him the said Iohn Scott his heirs and Assigns forever. South of the which path the said Iohn Scott his heirs or assignes shall not feed nor common any cattle by vertue of Interest in the lands or merdows as bounded North of the path aforesaid) Nor the said Iohn Howell &c not to bee Tresspassers for accidental comandg, until the said lands be fenced. To true performance of the premises, articles clauses and agreements the parties above mentioned have bereunto Interchangeably set to their hands and scales this second day of Feb. An. Dom. 1663.

JOHN HOWELL

THIRSTAN RAYNER

JOHN JESSUP

ROBERT FORDHAM

THOMAS HALSEY

RICHARD POST

Signed sealed and delivered in presence of

Tho. James

Cha. Barnes.

Memerandum Mr Iohn Ogden being present when the above deed was signed and sealed by Iohn Scott Esq. hee the said Mr Iohn Ogden doth by subscribing owne that Wyandanch delivered unto him quiet seizen and possession of all the lands above recited in part of pay of the four hundred pounds Shinecock Indians stood indehted, and the said Wyandanch bound for the said Indians. As will more at large appeare in the said Wyandanch his obligations for himself, estate and ye estate of his Indians his and their heirs and assignes for ever.

In presence of ns

Tho Baker Tho James.

JOHN OGDEN, O

The deposition of John Woodgrff Jun & Samuel Dayton this 2 of feb. 1663. These deponents say that they were present when Wyacombone delivered unto Mr John Ogden quite seizen and possession of all ye lands above recited and the premises mentioned, and for the end mentioned in Mr Ogden his subscriptions above written.

This taken before me the day and yeare above written.

THIRSTAN RAYNER.

A true copy by me Henry Pierson.

*Witness my hand Richard Mills
Richard Mills March 7. 1654*

Autograph of Richard Mills. first Town Clerk and Schoolmaster of Southampton.

ADDENDA.



Since the present volume was printed, a few fragments of loose papers have been discovered, but so torn and dilapidated as to be almost illegible. They are evidently memoranda of the laying out of pieces of land by John Howell, John Jessup and Henry Pierson.—W. S. P.]

Monday Jan. 13 1667, laid out to Francis Sayre next to his owne in ye rear devisiion, 46 poles easte and weste, and 18 poles north and south for 5 acres.

Daniel Sayre on the north side of Francis 46 poles easte and weste, North side 52 poles for 15 acres. [These pieces are in the rear of the land of Wm. Jagger and James Bishop, east side of Main street, Southampton.—W. S. P.]

To Job and Joseph Sayre on the North side of Lieutenant Post by Francis Sayre, on ye south side 51 poles, on ye north side 48 poles on ye easte end 30 poles on ye west end 32 poles for 10 acres [This is the homestead of late Lewis Jagger on east side of main street, Southampton, and south side of Bishop's Lane.—W. S. P.]

On the North side of John Jaggers close, after 6 acres for Mr. Hampton and 6 acres for Wm Russell we laid out to John Bishop 80 poles in length that is easte and west, and 20 poles wide 10 acres. [This is now the west part of the farm of Francis R. Bishop fronting the east side of North Sea road. The close of John Jagger, is the old Jagger homestead on the east side of North Sea road. The above is the first mention we have of it, and shows that it was owned by John Jagger before 1667. The old house was built in 1707, and was burned on the night of Feb. 18, 1891.—W. S. P.]

Tuesday laid out to Hen. Pierson on ye easte side of Littleworth Hollow, close along by the south side of the mill path,

35 acres, that is 80 poles along by the path, 66 poles to the marked white oak, for ye westward side &c. Next to him on the easte side for Jonas Bower 31 acres. [The above two lots include all the land bounded north by road to Water Mill, west by road to Flying Point, or Wickapogue, and east by road to Cobb, and includes the homesteads of Samuel Foster and Benjamin C. Foster.—W. S. P.]

For Thomas Topping on the north side of mill path on the east side of Littleworth Hollow 26 acres. [Now homestead of late Capt. Eli White.—W. S. P.]

Wednesday, for John Woodruff Sen, 20 acres toward the Millstone brook. [Now part of farm of Capt. Elias White of of Seponack.]

For Samuel Iolnes 20 acres towards Thomas Goldsmiths close at Seaponack.

Thursday for Thomas Burnett 10 acres, besides perfecting his farne division.

Friday 20 acres for Mr John Howell next to Edward Howell on the north side, and for Mr [Robert] Fordham 50 acres on ye north side ye mill path, Thomas Burnetts 10 acres west side thereof, [The 10 acres of Thomas Burnett is now the homestead of Horace Fanning, bounded south by main road to Watermill, and west by the road called David White's lane. The 50 acres of Mr. Fordham included the land east and north of this, and extended north along David White's lane, to land late owned by David Sayre, now John Scott. The 11 acre lot now owned by James Kavanaugh is a part of it, and before the Revolution, was owned by Alexander Fordham, and called "Sanders' close" or Alexander's close. Thomas Burnet sold his 10 acres to John Howell in exchange for land next to the Littleworth Hollow road.—W. S. P.]

March 20, To John Davis at Towd, east line 26 poles west 56 poles. South 24, North 34 poles, all at 7 acres, the other allotted because of the beach. Nearer home against Towd 9 acres $\frac{1}{2}$, which is for 4 acres on Saggaponach Devision, 5

acres on ye next Division and 7 acres on ye last Division To John Rose, 5 acres on ye north side John Woodruff' adjoining to him, as himselfe shall esteeme necessary.

Hitherto is 21 dayes. Next morning 3 of us laid out to John Jessup his laud in the east ende of ye litle playne, butting against Joseph Rainer, 6 acres and 32 poles.

June 19 laid out to Mr. Fordham on the north side of his toylesome close, 6 acres $\frac{1}{2}$. At Saggaponach in autumne 1668 laid out to John Topping against his house, ye highway betweene, 10 acres for his 50, Next to it west side for Josiah Stanborough 15 acres. For Josiah 24 acres at the pond towards East Hampton which was due him on a former division.

Dec, 1668 layed out ye west line of Edmund Howells, 40 poles deep north and south, against ye head of the creeke, hee to take his some of 20 acres on the east side of the said line, leaving a highway of 12 poles betweene him and Thomas Halseys close. [This seems to be the land afterwards owned by James Cooper, on the north side of Hill street and next east of the Shinecock Hills, and now homestead of Robert Woodburn and land adjoining.—W. S. P.]

Laid out for Isaac Willman against the swump as one goes to Seaponack, 50 poles north and south at both ends, and 82 poles long for 25 acres $\frac{1}{2}$

Apynted to Robert Woolley to take his 15 acres (exchanged with him by the towne) by his father's land laid out unto him, on the west side of the millstone brook, and they have liberty to lay it as much upon the square as they see goode.

Dec, 25 1668, Perfected Isaac Halseys 30 acre lott, next to him laid out to Sam. Clark, 30 acres, there being due to him 4 acres on Sagaponach Division, on ye second Division 10 acres, on ye third 20, ye other 4 acres was laid out before betweene John Loughton and Wm Russell, that land laid out to him formerly by the Clay pitts was in lieu of his right

from, Sam Dayton in Sagaponach Division [The 30 acres of Isaac Halsey is now the homestead of Samuel Elliston on west side of North Sea road, and south side of Seponack lane. The 30 acres of Samuel Clark was directly opposite, on north side of Seponach lane.—W. S. P.]

May 19 1669, at ye request of Iohn Jagger. Iohn Iessup and Hen. Pierson went and measured over John Jagger his land between Iohn Cooper and Isaac Halsey, it being wanting of measure and that of his neighbor's intrenched upon it. [The lot of John Jagger is on the west side of North Sea road and is the farm of Charles Henry Halsey, and the land of George Hallock, late farm of Septer Jackson. The railroad runs through it.—W. S. P.]

Sept 1666 Laid out to Ben. Davis ye eight acres given him by the Towne on the north side of said 6 acres of Iohn Cooper with some allowance to Ben in respect of the Sandy hill. [This is the lot of late Capt. George G. White, next south of the Union School house in Southampton, and includes a part of the home farm of Mrs. Maria J. Howell, formerly of her father Capt. Mercator Cooper.—W. S. P.]

Memorandum that whereas Iohn Cooper gave way, yt Mr. Phillips should have an acre northward to ye widow Briggs home lot, it is concluded by ye layers out that according to ye condition of Iohn Coopers grant if ever ye towne give up the highway then Iohn Cooper is to have that acre to his lot, [The home lot of widow Briggs and Zerubabel Phillips was next south of the house of Mrs. Maria J. Howell (late of her father Capt. Mercator Cooper) on west side of Windmill lane, Southampton.—W. S. P.]

Oct 24 1671 Laid out to John Tennison ye spare land between John Loughton and Samuel Clark, leaving ye highway of 4 poles wide next to Mr Loughton, ye said land staked out 30 poles long and 11 poles wide at both ends, Also 20 acres northward of Job and Joseph Sayre their 10 acres, ye said 20 acres running 80 poles long and 40 poles wide, there being

laid out a high way of 6 poles wide betweene ye said Sayre and Tennisons their said land. [The first piece is now the homestead of Livingston Bowden on east side of North Sea road. The second piece is on the east side of main street, Southampton, and north side of Bishop's Lane, and is now owned by Walter L. Jagger.—W. S. P.]

Nov. 28 1671, Laid out to Arthur Howell by Sagga pond 20 acres, whereof 10 is in ye right of Capt. Howell. The south and north line 60 poles, the east and west line about or neere 56 poles. [This is on west side of Sagga pond, and is probably part of land of Bridge-Hampton Improvement Co.—W. S. P.]

To Jacob Wood 8 acres by Arthur Howells land where his house stands. [This is on south side of Mecox street near road running north to Bridge-Hampton.—W. S. P.]

And to Iohn Beswick, 4 acres.

And by consent of 3 of the layers out of land namely Capt. Howell Iohn Iessup and Henry Pierson, granted to Lieutenant [Richard] Post to take up in lieu of his land at Long Springs 15 acres on the east end of Samuel Iohnes land. [This is the homestead of the late Albert Reeves, west side of Main street of Southampton, north of the railroad, and now owned by Mrs. Harriet Rogers.—W. S. P.]

Aug. 23 1676 Laid out to Benony Newtons 6 acres upon the eastward side of Iohn Beswicks, 40 poles north and south and 24 poles east and west, 4 acres thereof upon Iohn Coopers account and 2 acres on the account of Ioseph Ludlum.



GRAVE STONE, SOUTHAMPTON, 1696.

shall lay upon them, as alsoe the offending persons shall pay for the fruite stolen, and by them double of the value of the fruits stolen shall be payd to the owners of the saide fruites, and one sufficient witness shall serve for conviction, alsoe any person or persons that is above the age of sixteene yeares shall for any fruit stolen by them pay unto the owners of the said goods foure fold as for other stolen goods.

At the said generall court, it is ordered that Mr Howell shall have twenty five shillings for the yeare ensueing for his sounding the drum on the sabath day, twice before the meetings on the sabath day, that is to say half an hour or thereabouts before both morning and evening exercise, as alsoe presently before the beginning of the meeting, and that at every time of his first drumming he goe from Thomas Sayre's corner fence unto, Mr Fordham's door, at the second drumming he is only to drum at the meeting house or the door thereof.

PAGE 92. At a towne meeting held in and vpon the 22 day of Septemr 1651, absent at the second call Ionas Wood, Thomas Burnet Ellis Cooke John Iessup, remitted by ye town at ye same.

At the day of Election in October 1651 absent at the second call in the afternoone Ioshua Barnes Thomas Pope remitted by the said court.

Vpon the 6th day of Octob 1651 being the day of election were chosen by the freemen at the general Court for magistrates Imprimis Mr Edward Howell, secundus Capt. Thomas Topping, tertius Mr Iohn Ogden.

At the same court Richard Mills was chosen secretary register and towne clerk.

At the same court was chosen for constable Iouas Wood called Halifax* who refused to serve in the offiis [and] submitted to the fine of five pounds, [note] fine remitted.

At the same court was chosen for constable and marshall

* There were two persons named Jonas Wood in the town at that time, one from Halifax, the other came from a place called Orm. they are distinguished in the records by the letters H. and O., affixed to their names. they were probably not related, as one was upon a jury to try the other, see page 132 of original.