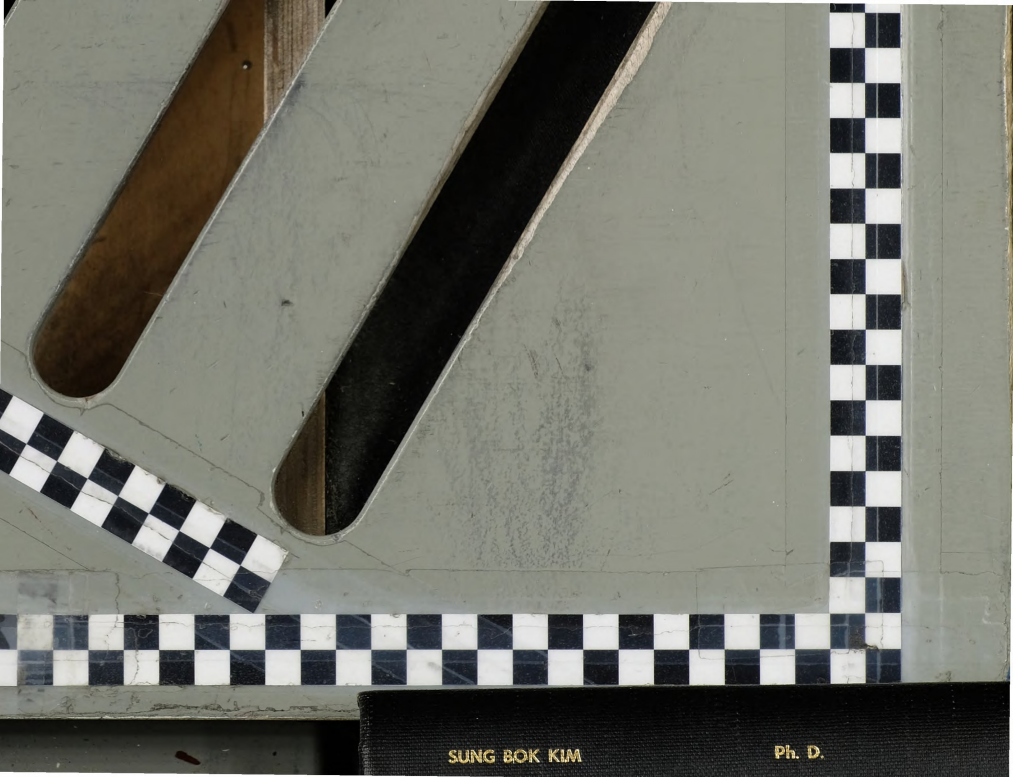
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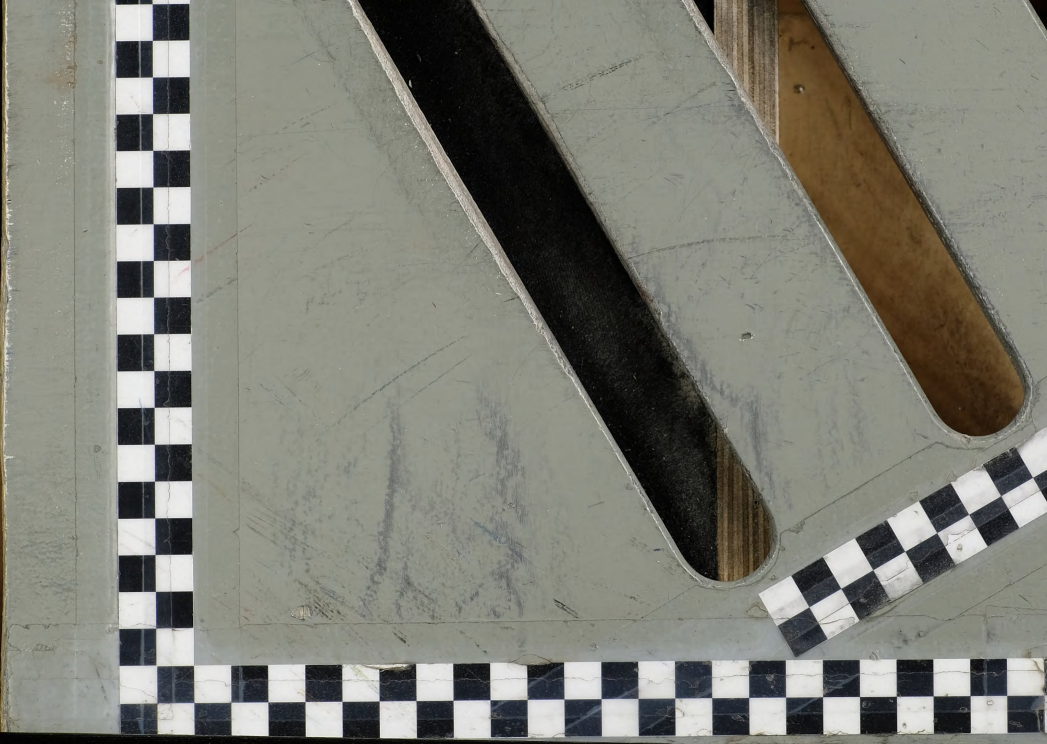

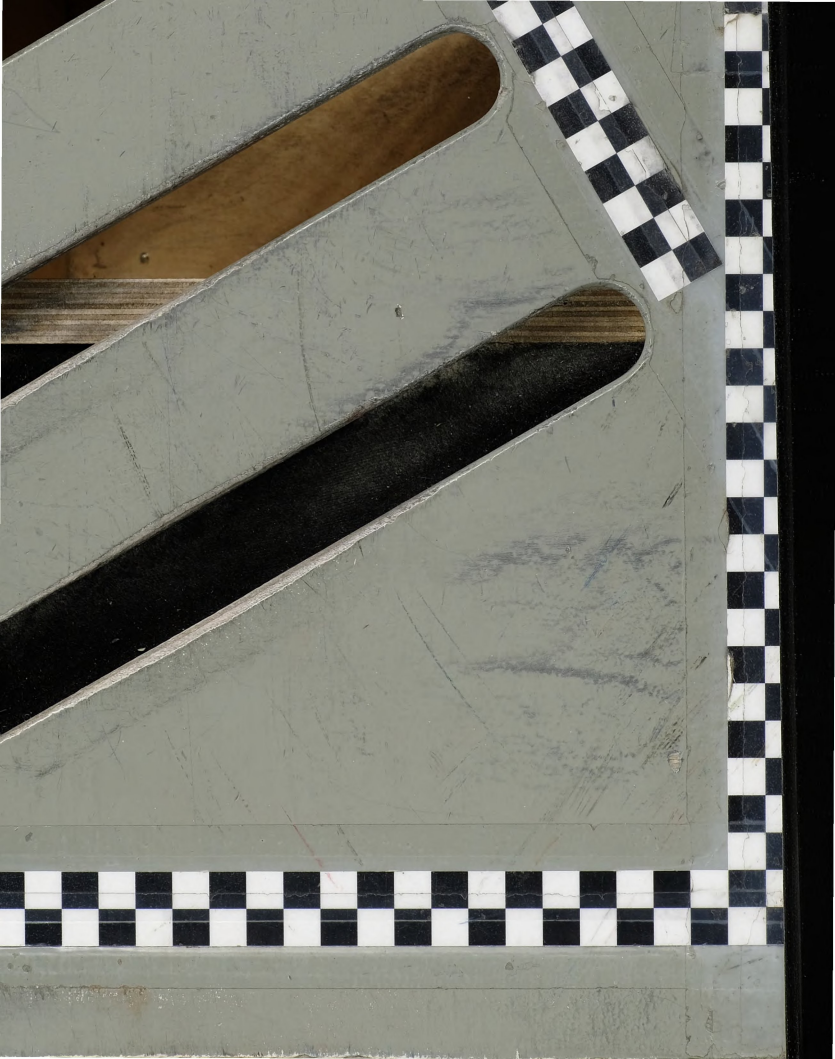

THE MANOR OF CORTLANDT AND ITS TENANTS
1697-1783

Thesis for the Degree of Ph. D.

MICHIGAN STATE UNIVERSITY

Sung Bok Kim

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This is to certify that the

thesis entitled

The Manor of Cortlandt and Its Tenants, 1697-1783

presented by

Sung Bok Kim

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ABSTRACT

THE MANOR OF CORTLANDT AND ITS TENANTS, 1697-1783

by Sung Bok Kim

The purpose of this study was to examine the lordship of the Manor of Cortlandt, the relationship of the tenants and proprietors, the economic and social welfare of the tenants, and their reactions to important social and political events. Most of the source materials extensively used for my research were wills, deeds, leases, rent accounts, court minutes, letters, newspapers, and others. They are scattered at various manuscript depositories, private and public, all over New York State.

In the course of the study of the manor lordship and the tenant-proprietary relationship, an emphasis was placed on their operational aspects rather than on the letters of manor patent and leases. This approach yielded one important conclusion: that the lordship and leases have been given by some historians "feudal" or "quasi-feudal" attributes that they really did not possess. Contrary to the traditional views, the lordship was dead as a working institution from the moment it was granted and the tenant-proprietary relationship was that of a business contract. Thus, most tenants, unbridled by feudal encumbrances

and assisted by abundant economic opportunities that the colony provided, were able to advance their economic and social lot, and maintain a living standard much higher than generally described. In view of their possession of large personal estates, they seem to have been entrepreneurs working for profit, rather than poor tenants barely eking out their existence.

The business relationship of the tenants and landlords and the prosperity of the tenants precluded possible class conflict. After all, they both were bourgeois-minded. This situation largely explains why most of the tenants refused to join the manor riot of 1766, initiated by a few discontented tenants who had been personally mistreated by the arrogant landlord, John Van Cortlandt. It also explains why the majority of tenants on the manor, if they took an active part in the contest between the mother country and her colonies, chose to take the side their landlords were on, not the opposite side, as some historians have argued. In this sense, the American Revolution was not, as far as the manor tenants were concerned, a vehicle to overthrow "feudal" institutions, which in fact had never existed, but rather an occasion to express their solidarity with their landlords.

THE MANOR OF CORTLANDT AND ITS TENANTS

1697-1783

By

Sung Bok Kim

A THESIS

Submitted to
Michigan State University
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LIST OF ABBREVIATIONS

MCNY --- Museum of the City of New York

NYHS --- New York Historical Society

NYPL --- New York Public Library

NYSL --- New York State Library

OSS --- Office of the Secretary of State of New York

SHRL --- Sleepy Hollow Restorations Library

WCCO --- Westchester County Clerk's Office

WCSO --- Westchester County Surrogate Office

PREFACE

This is a study of the structure and operation of the Manor of Cortlandt (1697-1783) in New York, with a particular emphasis on the status of its tenantry. The principal questions that have guided the study are these: How feudal were the manor patent and lease terms? Did the letters of the patent and lease coincide with their actual operations? How well off were the tenants? Was their chance for economic and social advancement blocked by feudal or "quasi-feudal" oppression on the part of the manorial proprietors?

This kind of research, of course, necessitated person by person analysis of all the people, proprietors as well as tenants, involved in the manor affairs. It must be confessed that this writer had a difficult time tracing the lineage of the people because there were so many identical names. Even the landlords suffered a great deal from this situation in dealing with rent accounts and other problems relating to the tenants. Very often, three or four generations had exactly the same surnames without even attaching "Sr." or "Jr."

One might argue that what was true for the Manor of Cortlandt may not be true for the other manors in colonial New York. But it turned out that there were more

similarities than dissimilarities among them. Consequently, some efforts were made to compare and relate the Manor of Cortlandt to the other manors and to the nature of the colony in general.

The paucity of material, particularly diaries and letters, on the County of Westchester in which the manor was located, forced this writer to rely very much on such material as wills, leases, deeds, and court records. Fortunately, this writer was privileged to have access to the precious Van Cortlandt collections at the Sleepy Hollow Restorations in Irvington, New York. For this, I am indeed grateful to the staff of the Restorations.

Countless numbers of people were willing to render their assistance in various ways to my search for material. Among them, I am especially indebted to Mr. Joseph Thayer, the chief of the Miscellaneous Record section, the Office of the Secretary of State of New York in Albany; Mr. Joseph Anthony of the Manuscript section of the New York State Library; Mr. Arthur Bretton of the Manuscript section of the New York Historical Society; and the staff of the Westchester County Clerk's Office. I also wish to express my thanks to my colleagues Professors Frederick A. Palmer and Michael C. Reynolds, both of the History Department, American International College, and to my friend, Dr. Roger Parks, for their warm encouragement, valuable suggestions, and criticism

in the preparation of this thesis. Above all, my deep appreciation must go to my adviser, Professor Robert E. Brown, and to his wife, B. Katherine Brown, who interested me in this project, gave me the courage to handle the monstrous jumbles of statistics, offered insight into numerous problems, and taught me how to procure historical meaning out of seemingly unrelated material. There is another human being whom I omitted, but my wife Leda knows what I mean.

CHAPTER I

STEPHANUS VAN CORTLANDT AND THE ESTABLISHMENT OF THE MANOR OF CORTLANDT

On June 17, 1697, Governor Benjamin Fletcher of New York granted Stephanus Van Cortlandt the lordship of and the Manor of Cortlandt.[1] The grant was the crowning episode of Van Cortlandt's remarkable political and business career that stretched over two decades. It was also a clear recognition of his political ingenuity in an age of vehement partisan politics following the abortive Leislerian Revolution. In this sense, a discussion of Van Cortlandt as a politician and businessman is of vital importance.

Records of Stephanus Van Cortlandt's earlier life are so scarce and fragmentary that they do not tell us more than the date of his birth and his parental background. He was born on July 30, 1645, as the eldest son of Oloff Stevenson Van Cortlandt and Anneke, his wife. Oloff Stevenson, a native of South Holland, came to New Amsterdam in 1637 with William Kieft, Director-General

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[1]Patent Book 7, p. 165, at the Office of the Secretary of the State of New York. Hereafter the Office will be cited as OSS.

of the Dutch colony. He served in various offices under Kieft until 1648 when he gave up the office of the Public Stores to engage in brewing.[2] By 1674, we find that he accumulated property of 45,000 florins, the fourth wealthiest person in New Amsterdam, with Frederick Philipse (who had 80,000 florins) at the top.[3]

Meanwhile, Oloff Stevenson Van Cortlandt's wealth and his intimacy with New Amsterdam politics made him a prominent figure in the town. Accordingly, he held such offices as the president of "Nine Men" representative board, "Schepen," "Paymaster," and "Burgomaster." During the English conquest of New Netherland, he was one of the commissioners appointed by the Dutch Governor, Peter Stuyvesant, to negotiate the terms of surrender. Records indicate that he took the oath of allegiance to the King of Great Britain after the surrender and held the offices of sheriff and alderman under the English government.[4] His appointment to the office of sheriff was a measure of confidence that the first English Governor, Richard Nicolls, had in Oloff Stevenson.

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[2]Van Cortlandt Geneology, the Museum of the City of New York. Hereafter the Museum will be cited as MCNY. See also New York Geneological and Biographical Record, V, No. 1 (New York, 1874), pp. 70-72.

[3]"Valuation of Property in New York in 1674," Hugh Hastings, ed., Ecclesiastical Records of the State of New York, 7 vols. (Albany, 1901-16), I, pp. 641-43.

[4]The Rev. Silas Constant, Journal (Philadelphia, 1903), pp. 424-25.

Henceforth, we may reasonably guess that Oloff Stevenson's political and business successes and the accompanying prestige paved the way for his son Stephanus's rather early rise to political distinction under the English administration. Like many of the inhabitants of New York, he seems to have engaged in a business. There is evidence that he, with Jacobus Van de Water, bought the confiscated sloop "Dolphin" from the provincial government on April 23, 1674.[5] His correspondence with his sister Maria Van Rensselaer from 1669 to 1689 suggests that he traded with Albany and its adjacent areas. In fact, he, as the bookkeeper of Rensselaerswyk with an annual salary of 225 bushels of wheat, helped his sister to take care of her vast estates after the death of her husband, Killian Van Rensselaer.[6] In 1674, Stephanus Van Cortlandt is listed as having accumulated some 5,000 florin in his own right.[7]

The appointment of Van Cortlandt at the age of thirty-four to the mayorship of New York was only the beginning of political preferment for him.[8] Governor

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[5]Calender of Historical Manuscripts, XXIII, p. 433, New York State Library. The Library will be cited as NYSL.

[6]Arnold Johan Ferdinant, ed. and tr., Correspondence of Mrs. Maria Van Rensselaer, 1669-1689 (Albany, Univ. of State of New York, 1935), pp. 30-35.

[7]Hastings, Eccl. Rec. of the State of N. Y., 1, p. 65.

[8]Patent Book 7, p. 228, OSS.

Edmund Andros showered upon him so much of his patronage that he became an object of envy and jealousy of the merchants of English extraction. He was successively appointed the First Judge of the Admiralty, Commissioner of the Revenue, Customs Collector of New York, and Deputy Secretary of the Province.[9] Most important of all, in 1680, he was appointed to the influential Governor's Council of the Province, on which he was to serve, with two years of interruption during the Leislerian ascendancy, until his death.

Van Cortlandt returned these favors by his unwavering loyalty to the governors under whom he served. When Captain John Lewin was sent to New York in 1681 by the Duke of York to inquire into the conditions of revenue and trade, and whether "anyone has any complaints against Governor Andros," Stephanus strongly advised his sister "to admonish Mr. Marten Gerrits. . . not to say anything to the detriment of Sir Edmund (Andros), but to say that all he did was for the best interest of the

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[9]Calendar of Hist. Mss., XXXIV, p. 12, XXXV, pp. 10, 37, XXXVIII, p. 50, NYSL. See also Constant, Journal, pp. 426-28. Secretaryship of the Province was created by Sir Edmund Andros on April 25, 1688. Van Cortlandt's appointment to the Deputy Secretary was dated October 13, 1688, ed., Typescript copy of his appointment, VX 1995 at Sleepy Hollow Restorations Library. Hereafter the Library will be referred to as SHRL.

entire province. . . ."[10] As this letter illustrates, Stephanus fulfilled what Governor Andros had expected of his retinue. In fact, Stephanus was appointed as mayor of New York in 1679 by no other than Governor Andros. The reciprocity of favors between them cemented their political partnership that later weathered the storm of Leislerian Revolution, despite their different religious beliefs.[11]

The Revolution of 1688 in England that dethroned pro-Catholic King James II had repercussions on this side of the ocean. In Boston, the restless Puritans, upon receiving the news of the Revolution, quickly arrested and jailed Sir Edmund Andros, then Governor of the Dominion of New England. In New York, Captain Jacob Leisler and his clique raised the banner to overthrow the existing government, which was dominated by the followers of the Anglican governor. Stephanus's principle of governmental

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[10]Stephanus Van Cortlandt to his siter Maria, April, (n.d.), 1681, Correspondence of Mrs. Maria Van Rensselaer, p. 48.

[11]Stephanus was a member of the Dutch Reformed Church. His following letter to his sister Maria Van Rensselaer clearly shows his Calvinistic piety and his fear of Catholic violence. "We hourly expect a new governor, called Col. Dongan, an Irish gentleman and a Catholic. We hope that he will be a good man and he will let us practice our religion in peace, which may God grant, . . . whose protection I commend you." February, (n.d.), 1683, Ibid., p. 91. See also a certificate, dated June 11, 1689, Stephanus Van Cortlandt's Protestant faith by the synod of the Dutch Reformed Church in New York, E. B. O'Callaghan and Berthold Fernow, eds., Documents Relative to the Colonial History of the State of New York, 15 vols. (Albany, 1856-87), III, p. 590. Hereafter these Documents will be referred to as N. Y. Col. Doc.

orthodoxy and his sense of personal loyalty to Sir Edmund Andros caused him to resist Captain Leisler. Besides, his position as the mayor of New York, Customs Collector, and a member of the Governor's Council was a great responsibility that he could not easily forfeit at the call of the faction. Anti-Leislerian councillors were at first "resolved to . . . defend the City and Fort against all attempts whatsoever. . . ."[12] But the tide was running against them. Lieutenant Governor Francis Nicholson, taking counsel from his fears, fled to England. Nicholas Bayard, a most staunch anti-Leislerian councillor, was arrested and subjected to excruciating torture by what he called the "Grand Robber Jacob Leisler."[13] Another councillor, Frederick Philipse, succumbed to the pressures of the time and compromised with the Leislerians. But Van Cortlandt, falsely accused of being a Papist, doggedly refused to surrender to the Leislerians. His house in New York became the anti-Leislerian headquarters where he

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[12]Council report to the Earl of Shrewsbury, May 10, 1689, British Transcripts, Public Record Office, Colonial Office 5, 1081, p. 180, on microfilm, SHRL. Hereafter cited as PRO C05.

[13]Nicholas Bayard to Sir Edmund Andros, October 8, 1689, PRO C05, 1081, p. 218. Also Stephanus Van Cortlandt to ? , May 19, 1690, PRO C05, 1081, p. 234.

onducted government business.[14] Finally, after suffer-
ng all kinds of abuses at the hands of his opponents, he
ad to take flight to Albany, New England, and New Jersey
ith a price on his head.[15] In exile, he kept himself
breast of conditions in New York, and faithfully reported
o anti-Leislerians about them.

On the downfall of Leisler in 1691 Van Cortlandt's
oyalty to the old regime was amply rewarded by new gov-
rnors; in addition to recovering his old place in the
uncil he was made one of the justices of the Supreme
urt and first judge of the Common Pleas of Kings County.[16]
one of the leaders of the anti-Leislerian faction, he
came the most trusted adviser of Governor Benjamin
etcher. It was during the administration of Fletcher
at Van Cortlandt was appointed Deputy Auditor of the
venue of New York and offered a lucrative governmental

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[14]Stephanus Van Cortlandt to Governor Andros,
ne 22, 1689 and July 9, 1689, N. Y. Col. Doc., pp. 595-
593. Also "Journal of Nicholas Bayard," Ibid., III,
599-604.

[15]Lieut. Governor Leisler to Col. Coode, Commander-
Chief at Maryland, May 17, 1690. Cal. of Hist. Mss.,
IV, p. 138, XXXVI, p. 142; Stephanus Van Cortlandt to
ard Randolph at Boston, December 13, 1689, PRO C05,
1, p. 227.

[16]PRO C05, 1038, p. 5; NYHS. Coll., for the year
2, p. 41.

contract for victualling provincial soldiers.[17] Here it is to be noted that Van Cortlandt was not just an office seeker or a ruthless pursuer of profit. He was much concerned about the public interest and the welfare of the government. He, with others, frequently advanced money to the government to meet frontier defense. For this act of public service, Stephanus was officially thanked by his colleagues.[18]

Again Van Cortlandt's loyalty to Governor Fletcher, his business interests, and his anti-Leislerian stand made him a supporter of Fletcher in the latter's difficulties with Van Cortlandt's brother-in-law, Robert Livingston, who turned from anti-Leislerian to Leislerian. At this time, Livingston was desperate to salvage his royal appointment to the Secretaryship for Indian Affairs and Sub-Collectorship from Fletcher's violent obstruction.[19] Livingston attacked Fletcher in letters to politically influential friends in London in the hope that Fletcher

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[17]Livingston-Redmond Manuscripts, Livingston Family Papers, on microfilm, Roll. II, SHRL. As for his victualling business, see PRO CO5, 1042, p. 139; Calendar of Council Minutes, Mss., VI, pp. 138, 175, 192; VII, pp. 75, 80, 111, 138, 171, 178; VIII, pt. 1, p. 4, NYSL.

[18]Calendar of Council Minutes, VI, pp. 193, 209; VII, pp. 220, 224, NYSL.

[19]Ibid., VII, pp. 201-02, 218; Council to the Lords of Trade, IV, pp. 203-04.

ould be recalled, or, at least, would back down. But, letcher, confident of the loyalty of his councillors, par- icularly of Van Cortlandt, persisted in his opposition of ivingston's appointment. It is no wonder, then, that he uld write to William Blathwayt, a member of the Board Trade, that Livingston's "brother-in-law Coll: Cortlandt ready to testify" to his innocence.[20] Van Cortlandt's rm committment to Fletcher even at the expense of the ood tie deserved a reward. It was this act of loyalty the part of Van Cortlandt that caused Fletcher to ant the former the manorial patent and lordship.

Tracts of land comprising the Manor consisted tly of a series of purchases Van Cortlandt had made from ian proprietors and others. As the law prescribed, Cortlandt in 1677 acquired a license or an authori- ion from Governor Andros to purchase "lands at Wyckers eks or adjacent parts on the east side of Hudson's er."[21] In the license, there is no specific deline- on or extent of lands to be bought, but this omission not exceptional during this period. Records indicate on June 13, 1683, Van Cortlandt made his first

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[20]Fletcher to William Blathwayt, July 13, 1696, . Col. Doc., IV, p. 165.

[21]The license is dated November 16, 1677. Deed Aber A, p. 128, Westchester County Clerk's Office. after the Office will be cited as WCCO.

urchase of Indian lands lying on the west side of the udson. No evidence exists to indicate whether or not he purchase was licensed. However, the lands included pproximately Haverstraw in the so-called "High Land" nd Salisbury Island. According to the deed, Sakagh-eineik, sachem of Haverstraw, and others conveyed the ands "for consideration of 6 shillings and for Diverse ther Valuable Causes."[22] This purchase was followed, month and a half later, by another purchase from Indian roprietors, Pewemind and others, of lands on the east de of the Hudson. The lands included in the deed re known by the Indians as "Appamaghpogh and Meahagh" resently the areas around and including Verplanck's int).[23] The above two purchases were confirmed and

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[22]A copy of the Indian deed, V1694, SHRL. The nds, however, were not included in the manor patent.

[23]The Indian deed, August 24, 1683, Patent Book pp. 177-90, OSS. The following is the list of goods d by Van Cortlandt for the land.

8 Guns	30 barrs of lead
9 Blankoats	12 Hatchetts
5 Coats	18 Howes
14 fatham of Dusfeilds	14 Knives
14 Ketles	a small Coat
40 fatham of Black Wampan	6 fatham Stond-water cloth
80 fatham of White Wampan	6 paire of Stock-ings
2 anchers of Rum	6 Earthen juggs
5 half vatts of Stronge beer	6 Tobacco Boxes
12 Shirts	
50 pounds of powder	

(Source: Deed Book Aber I, p. 129, WCCO.)

granted by Governor Thomas Dongan on March 16, 1685, with a yearly quitrent of 2 bushels of good winter wheat.[24]

To expand his domain further along the east side of the Hudson, Van Cortlandt in July 1695 bought from Major Hugh MacGregor of New York the lands in the vicinity of Peekskill on the southwest side of the lands belonging to Jacob Dekay and Company.[25] The deed does not show the amount of money paid by Van Cortlandt on the lands except "a certain sume of money," nor the extent of its acreage.

Apparently, sometime before the manor patent was granted, Van Cortlandt acquired tracts of land "in the rear" (east side) of his domain on the Kightawonck (Croton) River, for his application for the manor patent explains that an Indian by the name of Quiettau mortgaged the land in question to him for "several merchandises to the value of Sixty five Beaver."[26] In addition, the manor patent, which recites the previous "sundry grants," shows that Van Cortlandt also obtained in 1689 a tract of land

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[24]Patent Book 5, pp. 306-09, OSS.

[25]The deed is dated July 13, 1695, Patent Book p. 351, OSS. Originally, the land was bought by Major Hugh MacGregor, on July 12, 1688, from Pewemind, Indian [illegible]hem, and others. Cortlandt Manor Papers, NYHS.

[26]June 17, 1697, Calendar of Land Papers, Mss., p. 245, NYSL.

south of the Croton River from Governor Dongan as a private deal.[27]

One is at a loss to locate and identify the quantity of lands involved in Van Cortlandt's above purchases. However assiduous one might be it is beyond human skill to describe the boundaries of the lands by following the Indian names of brooks, creeks, hills, trees, ponds, falls, rivulets, and waters. Names arbitrarily given to certain natural objects by particular Indians were unintelligible to different Indians. The Indians often described many places by the same name. To confuse the situation further, they changed the names of the objects as they moved around.[28] The primary reason for these irregularities was that the Indians had no record, no concept of figures or measurement, except memory which, of course, could hardly be depended upon for any regularity.[29] In no small part did the government also contribute to the uncertainty of boundaries of the grant. Since the government, until the beginning of the eighteenth

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[27]Patent Book 7, pp. 165-69, OSS.

[28]Report of Surveyor General of New York on "State of the Lands in the Province of New York, in 1732," (n.d.), E. B. O'Callaghan, ed., Documentary History of the State of New York, 4 vols. (Albany, 1849-51), I, p. 254. Hereafter the edition is referred to as Doc. Hist. N. Y.

[29]Governor Tryon to the Earl of Dartmouth, June 2, 1772, O'Callaghan, N. Y. Col. Doc., VIII, p. 374.

century, never made it an official policy to make a survey before a grant, it had no alternative but to follow for its patent the letters of an ambiguous Indian deed.[30] Thus, the ambiguity of boundaries proved to be a perpetual source of jealousy, discontent, and law-suits.

The manor patent clarifies to some degree the problem of the boundaries. According to the patent, the manor line runs as follows:

> . . . Beginning on the North Line of the Manor of Phillipsburge, and to the South side of Kightewanck (Croton) Creek, and from thence by a due East line running into the woods Twenty English Miles, and from the said North Line of the Manor of Phillipsburge upon the South Side of the Said Kightewanck Creek, Running along the said Hudson River; northerly as the Said River runs unto the North Side of a High Hill, in the name of Anthony Nose; to a Cedar Tree which makes the Southern most Bounds of the Land in the Tenor and Occupation of Mr. Adolph Phillips, . . . and from the said red Cedar Tree another due East Line running into the woods Twenty English miles; and from thence along the pertition Line Between the Collony of Connecticut and the Province of New York until you come unto the Place where the first Easterly Line of Twenty miles doth come . . . , and also certain parcell of Meadow, lying. . . upon the west side of the . . . Hudson River, within the said high Lands over against the aforesaid Hill called Anthony Nose; Beginning on the South side of a Creek called by the Indians Imkapogh, and so along the said Creek to the head thereof, and then Northerly along the high hills as the River runneth to another Creek called Apimnapink and from thence along the Said Creek to the Hudsons River. . . .[31]

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[30]See Chapter II.

[31]See the manor patent in Patent Book 7, pp. 165-69, OSS.

One may notice in the patent that the manor domain not only covers the areas Van Cortlandt had already bought, but also lands that do not appear in his original purchases. The latter, extending 20 miles eastward to the "supposed" Connecticut eastern boundary, were applied for in Van Cortlandt's petition for the manor patent. The above description of the manor boundary still leaves us in doubt as to the exact quantity of the manor domain, for it does not give the figures of land acreage. It seems that Van Cortlandt had never made a survey before he applied for the patent. It took almost sixty years after the patent was granted for the heirs of Stephanus Van Cortlandt to know approximately how much land was comprised under their manor title when they finally completed, though still inconclusively, the division among themselves in 1753.[32] A series of surveys made later indicates that the manor had approximately 85,700 acres.[33]

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[32]The 1753 division of the manor land was inconclusive, because there remained the undivided lands embracing Sarah's Point and a tract east of Bedford Patent. This matter will be discussed later. The deed dated December 14, 1753, Deed Book 16, pp. 289-98, OSS.

[33]This figure is based on calculations of the quantity of the land made sometime after the Revolution for the purpose of collecting quit rent from several towns in the Manor of Cortlandt. Included in this figure is the recovered land of Stony Hill. But the so-called Rykes Patent of 1800 acres, which was within the manor jurisdiction until 1770, but belonged to different people, is excluded from our tabulation. See "Calculations of Quit Rent for the Several Towns in the Manor of Cortlandt," Van Cortlandt Papers, New York State Historical Association,

Stephanus Van Cortlandt must have felt uncertain of his title cutting across the vast tracts of land 20 miles east of the supposed Connecticut boundary, which had been already occupied by settlers with Indian deeds or with title issued by the governments of Connecticut and New York. For example, there was the town of Bedford with a Connecticut town patent dated May 11, 1682, perching on the manor's southern line.[34]

Political developments after the dismissal in 1697 of Governor Fletcher for his corrupt administration made Van Cortlandt, Fletcher's confidential aid, very uneasy about his political fortunes. The Earl of Bellomont, a Whig politician, who succeeded Governor Flatecher in April, 1698, was pro-Leislerian. Bellomont became increasingly incensed at the influence wielded by what he called

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on microfilm, at SHRL. Nevertheless, there is a reason for serious reservation about the authenticity of the figure. To be noted is the inaccuracy of land measurement. For example, the William Skinners, one of the heirs of Stephanus Van Cortlandt, upon the manor partition in 1732, were recorded to have received South Great Lot No. 4 with 3,712 acres and the same lot No. 10 with 2,565 acres; whereas in 1766 when the lots were for sale, the acreage for South Great Lot No. 4 was 3,968 and South Great Lot No. 10 was 2,826. Therefore, the above calculations based on the initial survey of 1732 cannot be depended upon for accuracy. See the advertisement of land for sale in The New York Mercury, December 22, 1766; Warren Papers, University of London, on microfilm, SHRL.

[34]Zachariah Roberts to Governor and Assembly at Hartford, May 1697, Robert C. Winthrop Collections, Connecticut State Library, on photostat, PX1101, SHRL.

"corrupt" anti-Leislerians in the provincial government.[35] His first bold political act was to purge his own Council of those who were closely associated with Governor Fletcher. By the end of September, 1698, he suspended Nicholas Bayard, Gabriel Minvielle, Thomas Willet, Richard Townly, and John Lawrence from the Council, all die-hard anti-Leislerians.[36] In the following month, four more councillors, Chidley Brooke, William Pinhorn, William Nicholls, and Frederick Philipse, were likewise removed.[37] This means that there remained only four out of Fletcher's thirteen appointees. In their stead, Bellomont appointed five Leislerians thus insuring a Leislerian majority in the Council.[38]

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[35]Bellomont to the Lords of Trade, May 8, 1698, N. Y. Col. Doc., IV, p. 308.

[36]Bellomont to the Lords of Trade, October 21, 1698, Ibid., IV, p. 398.

[37]PRO, Privy Council (PC), on microfilm, 77, p. 124, SHRL. Their removal was approved by the Lords Justices in the Privy Council on October 25, 1699. Calendar of Hist. Mss., XLIII, p. 13.

[38]The five Leislerian Councillors were Abraham DePeyster, James Graham, Samuel Staats, Robert Livingston, and John Corbile. PRO, PC5, I, p. 146, SHRL. Thus, Bellomont regarded the Leislerites as "more sober and virtuous people and better affected to His Majesty's government than the other party" (the anti-Leislerians). Bellomont to the Board of Trade, September 21, 1698, N. Y. Col. Doc., IV, p. 375.

Strangely enough, Van Cortlandt, though a staunch anti-Leislerian and father-in-law of Nicholas Bayard's son, was not only spared, but also given in June 1698 a highly remunerative office as a co-Collector and Receiver General which he retained until his death.[39] What, then, caused Bellomont not only to retain Van Cortlandt but also to bestow such a patronage upon a man whose politics were affiliated with the anti-Leislerian faction? It was probably owing either to opportunism and agility on the part of Van Cortlandt, who felt he had too much to lose by not cooperating with the duly constituted governor, or to Bellomont's political strategy of crushing the anti-Leislerians by detaching Van Cortlandt from their ranks, or to both. At any rate, before Bayard was suspended from the council, Van Cortlandt, at the behest of Bellomont and accompanied by Leislerian James Graham, went back and forth to Nicholas Bayard, a bitter enemy of the Leislerians, to persuade the latter to come to terms with Bellomont.[40] It seems that Van Cortlandt was also on good terms with Leislerian councillors, one of whom praised

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[39]Van Cortlandt was appointed in the place of Chidley Brooks. Lewis Graham, Attorney General of New York, to Mr. Blaithwayt, September 19, 1698, Ibid., IV, p. 375.

[40]Bellomont to the Lords of Trade, November 12, 1698, Ibid., IV, pp. 427-28.

for his "diligence and care" in discharging assigned duties.[41]

Despite this harmonious personal relationship with Bellomont and his cohorts, Van Cortlandt had sufficient reason to be apprehensive about the integrity of his Manor title. The source of his apprehension was Bellomont's vigorous effort to vacate what Bellomont called "extravagant" and "illegal" grants of land, including Van Cortlandt's, made by his predecessor Governor Fletcher. Bellomont's reasons for the effort were that those lands were granted by the former governor in violation of rules, that is, without consulting the Attorney General, and that the grants were so "extravagant" that no land was left to be disposed of by any succeeding governor "to reward the services of subject."[42] To his encouragement, his effort received wholehearted endorsement from the Lords Justices in England.[43]

As a test case,[44] he singled out several grants

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[41]Lewis Graham to Mr. Blaithwayt, September 19, 1698, Ibid., IV, p. 375.

[42]Bellomont to the Lords of Trade, July 1, 1698 and also to Secretary Popple, July 7, 1698, Ibid., IV, pp. 345-35, 327.

[43]The Lords Justices to Bellomont, November 10, 1698. Ibid., IV, p. 375.

[44]In his report to the Lords of Trade, Bellomont specifically laid out steps to be taken in revoking these grants. He said he would first vacate several of them, and then "try to breake the rest the next." April 17, 1699, Ibid., IV, pp. 506-07.

of such leading anti-Leislerians as Nicholas Bayard, Godfrey Dellius, John Evans, Caleb Heathcote, William Pinhorne, Evert Bancker, and Peter Schuyler.[45] Although he drew strong objections from three of his councillors, he managed to have a bill vacating these grants passed in May, 1699, by his casting vote through the Council. Then, he wryly reported that those three councillors who voted against the bill had "the largest grant in the

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[45] The Colonial Laws of New York from the Year 1664 to the Revolution, 5 vols. (Albany, 1894), I, pp. 412-17. The grants to be revoked were:

Grantee	Date of Grant	Location	Quantity
Dellius	Sept. 1, 1696	Albany, Saratoga	70 miles in length, 12 miles in breadth
Dellius Schuyler Wessels Bancker Pinhorne	July 30, 1697	In Mohaques County	50 miles in length 2 miles in breadth
Bayard	Dec. 2, 1695/6	Kingsfield Manor in Albany	?
Evans	Sept. 20, 1694	Fletcher Manor in Ulster County	300,000 acres
	Aug. 9, 1694	Near King's Farm on the Manhattan	70 acres of swamp and fresh pond
Heathcote	April 2, 1696	Part of King's Garden on the Manhattan	?
Trinity Church of New York	Aug. 19, 1697	Lease of King's Garden for 7 years	

province next to Mr. Dellius."[46] Van Cortlandt was probably one of them, besides Peter Schuyler and William Smith, councillors carried over from Governor Fletcher's time.[47] However, the bill "met with a cheerful concurrence" in the General Assembly, in which the Leislerites had an overwhelming majority of 16 out of 21 members. Not satisfied with vacating the grants, the Partisan Assembly even added a clause for depriving Dellius of his ministerial benefice (Dutch Reformed Church) at Albany.[48]

While the bill was pending for approval by the home government, Bellomont, armed with the authorization

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[46]Bellomont to the Lords of Trade, May 12, 1699, N. Y. Col. Doc., IV, p. 510.

[47]There was one other Fletcher appointee, John Young, but he did not have any great landed estate. The grants of both Schuyler and Smith were comparable to Van Cortlandt's and, accordingly, earmarked by Bellomont to be revoked. Smith's grants were St. George's Manor which ran 50 miles in length on Nassau Island and large tracts of land in Suffolk County. "A List of New Grants of land by Coll. ffletcher, late governour of New York," PRO, C05, 1049, p. 439.

[48]"An Act for ye Vacateing. . . several Extravagant Grants of Land made by Coll. Fletcher the late Govr of this Province. . . .," passed on May 16, 1699, The Colonial Laws, I, pp. 412-17; Bellomont to the Lords of Trade, May 12, 1699, N. Y. Col. Doc., IV, p. 510; PRO, C05, 1042, p. 139. As for party alignments, see Bellomont to the Lords of Trade, April 27, 1699, Ibid., IV, p. 509.

from the Lords Justices and elated with the Assembly's favorable response to his first try, proceeded in May 1699 to break the remaining "extravagant" grants of over 2,000 acres. This time, he did not intend to make any exceptions, whether the grantee was Leislerian or not, in his wholesale attack on those grants.[49] But soon he began to doubt whether the General Assembly would come along all the way with his reformist but "extravagant" plan. Now the members of the Assembly, recovered a bit from a violent partisan temper, became increasingly reluctant to support Bellomont's overly ambitious design.

What happened to the Leislerian Assembly which had once exhibited such a partisan zeal for Bellomont's first vacating bill? For one thing, the members of the Assembly were, as Bellomont aptly pointed out, "landed men, and when their own interest comes to be touched, 'tis more than probable they will flinch."[50] However different political creeds between Leislerians and anti-Leislerians

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[49]The attack included his Leislerian councillor Livingston, Henry Beekman (one time Leislerian), Frederick and Philip Philipse, Stephanus Van Cortlandt, and others. Bellomont to the Lords of Trade, May 3, 1699, PRO, CO5, 1042, p. 139.

[50]Bellomont to the Lords of Trade, August 24, 1699, N. Y. Col. Doc., IV, pp. 549, 553-54. In the same letter he finally confessed that he did not have "strength enough in the Assembly" to break the grants.

might have been, they were in the same camp as far as their landed property interests were concerned; a threat to common economic interests dispelled an animosity born of their political struggle. Despite this setback, Bellomont persisted. He appealed to the home government to give him a complete mandate, "a peremptory order from the King," that would sanction his endeavor. For he feared that the mere authorization from the Lord Justices was not forcible enough "to deal with both in the Council and Assembly."[51] Later he suggested, however, that Parliament should take upon itself the business of breaking the grants.[52] He also requested the Lords of Trade to send able lawyers for the offices of Attorney General and Chief Justice, without whom he said he could promise nothing.[53]

It is not so hard,then, to visualize why Bellomont's stubborn effort to revoke the rest of the "extravagant" grants rapidly cooled off the relationship of Van Cortlandt and Bellomont. Van Cortlandt's opposition to the reform touching land grants infuriated

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[51]Bellomont to the Lords of Trade, June 22, 1699, N. Y. Col. Doc., IV, p. 535.

[52]Bellomont to the Lords of Trade, August 24, 1699, Ibid., IV, p. 549.

[53]PRO C05, 1042, p. 139; Bellomont to Bridgewater, March 12, 1699, Ellsmore Collections, No. 9764, Henry E. Huntington Library, on photostat, SHRL; Bellomont to Lords of Trade, May 25, 1700, N. Y. Col. Doc., IV, pp. 644, 647.

Bellomont. A letter written by Bellomont the day after the Council cast its vote on the first vacating bill vividly shows his bitterness and frustration at Van Cortlandt whom he had put in his trust. Bellomont said in the letter that Van Cortlandt as a customs collector was acting like a person who expected to be dismissed any day, and that he, with Fletcher's other men, opposed him, privately or openly, on every occasion, even though Van Cortlandt and his friends pretended to be Leislerians.[54]

As his relationship with Bellomont became strained and as the threat to his manorial title mounted, Van Cortlandt must have felt the urgent need for consolidating and strengthening his title. It is no wonder, then, that Van Cortlandt under these circumstances took an unusual step to contract a new deed with the Indians living on his manor. This Indian deed was dated August 8, 1699, four months after the first vacating bill was passed and two years after the manor patent was granted. The boundary of land in the new deed is in these words:[55]

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[54]Bellomont to the Lords of Trade, May 13, 1699, N. Y. Col. Doc., IV, pp. 515-18.

[55]The Indian deed, V1694, SHRL. It is quite likely that Van Cortlandt was one of those who contributed for Godfrey Dellius' trip to England in order to dissuade the King from approving the first vacating act. "The angry people (the holders of "extravagant grant") of New York," Bellomont reported, "contributed £500 for his trip & those of Albany £200." Bellomont to the Lords of Trade, June 22, 1699, N. Y. Col. Doc., IV, p. 533.

> . . . all that tract and parcell of land Scituate lying. . . in the Mannour of Cortlandt in Westchester begun on the South-side off Kightawonck (Croton) Creek and so along the sd Creek to a place called Kewightecook (near Bluetown) and from thence along a creek called Poppeneghik to the head thereof and then due East to the limitts of Connecticut being the Eastermost bounds of said manner and from thence northerly along the limitts of Connecticut aforesaid to the River Mattegtecos (Titicus) tenn miles and from thence due west to Hudsons River.

As the boundary line shows, the lands bought by Van Cortlandt this time were squarely within the limits of the manor patent, but not included in his previous purchases. The deed was unusual in the sense that Van Cortlandt bought the same tracts of lands that the government had already granted to him. In this respect, his action was obviously designed to ward off a challenge, which was quite likely in view of Bellomont's policy, to his manor title in the future.

Van Cortlandt had no reason to be overly optimistic about the integrity of his manor title even with the new Indian deed. For despite the landowners' mounting chorus of counter-attack, in which even the merchant group joined, Bellomont did not show any sign of retreat.[56]

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[56]Nicholas Bayard to Bridgewater, June 23, 1699 and October 16, 1699, Ellesmore Coll. No. 9765 and No. 9775, Huntington Lib., on photostat, SHRL; Bayard to William Blathwayt, June 23, 1699, Blathwayt Papers, Colonial Williamsburgh Library, on photostat, SHRL; "Heads of Accusations against the Earl of Bellomont," March 10, 1700 and "Petition of Sundry Merchants (31) of New York to the King," March, 1700, N. Y. Col. Doc., IV, pp. 620-24; Bellomont to the Lords of Trade, May 29, 1699 and October 17, 1700, Ibid., pp. 528-29, 725.

His determination to vacate the rest of the "extravagant" grants by whatever means became almost an obsession although he was disappointed to know that the first vacating act had not been approved "by the King in all this time" and the King's Solicitor General was strongly opposed to the act. Van Cortlandt, however, in the cross-currents of the good and bad news, grew "crazy and infirm," and died on November 25, 1700.[57] So did Bellomont four months later. With the passing of Bellomont, his campaign to vacate the manor title died also. Thus, the Manor of Cortlandt survived the political storm and became inheritable for the heirs of Stephanus Van Cortlandt.

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[57]Bellomont to the Lords of Trade, October 17, 1700, Ibid., IV, p. 725. There are two conflicting accounts of the date of Van Cortlandt's death. His wife Gertruyd dated his death on October 16, 1700. Gertruyd Van Cortlandt to William Blaythwayt, November 26, 1700. Van Cortlandt Papers, NYHS. But Bellomont reported that Van Cortlandt died on November 25, 1700. Bellomont to the Lords of Trade, November 28, 1700, N. Y. Col. Doc., IV, p. 796.

CHAPTER II

ECONOMIC OPPORTUNITY IN COLONIAL NEW YORK

The Manor of Cortlandt was not a closed society completely isolated and impenetrable from the outside; it was an integral part of the matrix of society in the American Colonies. Unlike a medieval manor, the people on the Manor of Cortlandt were guaranteed freedom of movement from one place to another for commercial and other purposes. It is, therefore, not too much to say that the nature, growth, and development of the manor was closely entwined with the over-all nature and development of the American Colonies in general and the New York Province in particular. It would be futile to describe the economic status of the tenants on the manor without taking into account the general economic opportunities that were available for the settlers in the colony of New York, in which the manor was situated. For these considerations, it seems vitally important to discuss economic conditions as they existed before the American Revolution.

One cannot fail to come across constant references in the home-bound letters of the government officials attesting to the abundance of economic opportunities on this side of the Atlantic throughout the eighteenth century.

In the letters, two themes are most noticeable: the cheapness of land and the dearness of labor. In fact, the cheapness of land and dearness of labor were the basic underpinnings of the great economic opportunities in colonial New York.

Lewis Graham, attorney general of New York in the 1700s and a resident in Westchester County, often humorously repeated a popular saying, "who will be such a fool to become a base tenant. . . when man can for a song purchase a good freehold."[1] Governor Robert Hunter seemed to support Graham's a bit exaggerated version of the cheapness of land by pointing out in 1710 that "property may be had at so easy rates" in the colony.[2] As late as 1768, Governor Sir Henry Moore echoed the above observations when he reported to the home government that "invincible obstructions" to the development of manufacturing in New York were the scarcity of labor and the cheapness of land. In a country where "everyone can have land to work upon," remarked the Governor, nobody was willing to work for others. To substantiate his point, he quoted an interesting instance in which an owner of a glass manufacturing plant went into bankruptcy.

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[1]The Earl of Bellomont to the Lords of Trade, November 28, 1700, N. Y. Col. Doc., V, p. 791.

[2]Governor Hunter to the Lords of Trade, November 14, 1710, Ibid., pp. 179-80. See also his report to the same, November 12, 1715, Ibid., p. 459.

The owner told the Governor that "his ruin was owing to no other cause than being deserted. . .by his servants" whom he had imported at a great expense; and that "many others had suffered and been reduced as he was, by the same kind of misfortune."[3]

The unwillingness on the part of a settler to work for others but only for himself was also illustrated by the difficulty of securing tenants on the patented lands. Since big proprietors were not capable of improving their lands by themselves, they expected to find tenants to work for them. However, the proprietors were often disappointed in their efforts to recruit the tenants. Bitterly complaining of the "profuse practice of granting lands," Oliver DeLancey, a landed magnate in New York, declared that it was "very difficult to settle tenants as every person can be at an easy rate a freeholder."[4]

After all, a great many people left their native countries and ventured a perilous voyage for the new continent, as Cadwallader Colden, Surveyor General of New York, said in 1732, to "avoid the dependence on landlords,

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[3]Governor Moore to the Earl of Hillsborough, January 12, 1767, Ibid., VII, pp. 888-89.

[4]Oliver DeLancey to Col. William Skinner in London, June 10, 1772, Sir Peter Warren Papers, G/Am, the University of London Library, on film, at SHRL. Hereafter, the Papers will be cited as Warren Papers, University of London.

and to enjoy lands in fee to descend to their posterity."[5] The spirit of yeomanry that motivated the pioneers was certainly one stumbling block, along with the cheapness of land, to any design to transplant the fetters of feudal tenures in the land of plenty.

The cheapness of land and consequent reluctance of the settlers to become tenants unquestionably account, in no small part, for the delay in the settlement of the various manors and large grants along the Hudson. In 1700, the Manor of Philipsburgh in the neighborhood of the Manor of Cortlandt had only twenty families, despite the fact that the Manor was granted in early 1692. We have to admit that the Manor was still fortunate to recruit so many tenants at that time, for big landowners like Colonel Peter Schuyler, Philip Philipse, Colonel Henry Beekman, and Colonel William Smith, Sr., did not seem to have "any tenants on their grants."[6] Stephen Van Rensselaer had, as late as 1734, only three families on his land of 3,115 acres on the east side of the Wappinger River in Dutchess County.[7]

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[5]Colden's report on "State of the Lands in the Province of New York, in 1732," Doc. Hist. N. Y., I, p. 253.

[6]The Earl of Bellomont to the Lords of Trade, January 2, 1700/01, N. Y. Col. Doc., IV, p. 820.

[7]See the advertisement of his land for sale in The New York Gazette, November 11, 1734.

All in all, contemporary observers, official and unofficial, were in complete agreement in respect to the great economic opportunities in colonial New York.[8] These abundant economic opportunities throughout the eighteenth century are partly attributable to the enormous disparity between the number of inhabitants and the vast tracts of land still to be cultivated. As late as 1774, Governor William Tryon could report that the ratio between the improved and unimproved parts of the colony was one to four; one fifth only improved.[9] This situation, remarked William Smith, a contemporary historian of New York, was responsible for the colonial farmers' lack of incentive to learn "the art of manuring."[10]

The cheapness of land, to which many observers made reference, was further buttressed by the easiness of obtaining the land. There were several ways to obtain it; a grant from the provincial government, private purchase

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[8]One may not accept the views of those observers as biased and partisan. However, as the Browns suggested in their study of Colonial Virginia, what the people thought to be true is an element that no historian can ignore. See Robert E. Brown and B. Katherine Brown, Virginia 1705-1786: Democracy or Aristocracy? (East Lansing, Michigan, 1964), p. 7.

[9]Report of Governor Tryon on the Province of New York," June 11, 1774, N. Y. Col. Doc., VIII, p. 441.

[10]William Smith, History of New York from the First Discovery to 1762, 2 vols. (New York, 1830), I, p. 328.

either from speculators or other individuals, and acquisition through marriage or inheritance. The present study, however, will deal only with the former two, the most common means of land acquisition.

The practice of land granting in New York underwent several stages of development in the seventeenth and eighteenth centuries. Up until the end of Governor Richard Nicolls' administration (1667), lands were granted for a trivial fee to anyone who wanted to settle and improve them without limitations on the extent of land. The only pre-condition for the grant was an Indian deed certifying the conveyance of the land to the applicant.[11] During this period, there was no fixed rule as to the quit rent. A grant was made, on some occasions, "with a reservation of such Quit Rents as then were or should thereafter be established by the laws" of the Colony,[12] and sometimes without any reservation of it.[13] It was not until the appointment of Colonel Robert Hunter as governor of New York in 1709 that the yearly quit rent

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[11]Cadawallader Colden, Surveyor General of New York, "On the State of the Lands in the Province of New York, in 1732," Doc. Hist. N.Y., I, p. 250.

[12]Patent Book 4, p. 102, OSS. See also Governor Hunter to the Lords of Trade, November 14, 1710, N. Y. Col. Doc., V, pp. 179-80.

[13]Patent Book 3, pp. 23, 43, 52, and Patent Book 4, pp. 55, 57, OSS.

was, upon a strict instruction from the home government, fixed "at half a crown or 2s, 6d. sterling--in New York money 3s, 7d.--for every 100 acres.[14] This rate of quit rent amounted to less than one day's wages for a skilled worker.

From late 1698, a new rule was introduced into the land grant requiring a patentee to improve at least three acres of land for every 100 acres in three years

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[14]Governor Hunter to the Lords of Trade, November 14, 1710, N. Y. Col. Doc., V, pp. 179-80. Actually, Governor Andros, for the first time, upon instruction from home, instituted the imposition of the fixed rate of 2s, 6d. sterling for the yearly quit rent for every 100 acres. But, after the Andros administration, no instruction with regard to the quit rent was given either to Governor Slaughter or to Governor Fletcher so that they were left at liberty to grant lands at every trivial quit rent. "Report of the Board of Trade on the Affairs of the Province of New York to the Lords Justices, October 19, 1698, N. Y. Col. Doc., IV, p. 392. See also Colden's Report in 1732, Doc. Hist. N. Y., I, p. 251. As for the exchange rate between the New York currency, which was first issued in 1709, and sterling, £1 sterling in 1710 amounted to about £1, 10s of New York money. Hunter's Report to the Lords of Trade, October 3, 1710, N. Y. Col. Doc., V, p. 171. See also The Colonial Laws, I, p. 666. This exchange rate seems to have continued to the end of the colonial period. See Memorandum Book of Philip Van Cortlandt, 1775, Van Cortlandt Papers, Mss., NYHS.

"under the penalty of forfeiture."[15] This rule was apparently designed to facilitate transforming the wilderness into a habitable place and to prevent land speculation and concentration. Along with this rule, a new directive from the home government limiting the quantity of land grants to 1,000 acres for any person greatly promoted the diffusion of land ownership among the common people.[16] Nevertheless, there were occasional irregularities in that an applicant used the solicitations and names of his friends with the latter's consent in his application for a grant and eventually obtained a greater share in the grant than 1,000 acres. If this was an evil, it could hardly be prevented in the land where soil itself

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[15] Instructions from the Lords Justice to the Earl of Bellomont, November 10, 1698, N. Y. Col. Doc., IV, p. 425. Governor Hunter to the Lords of Trade, June 24, 1710, Ibid., V, p. 168. As for the actual application of this rule, see patent to John Horton and others, January 12, 1705, Patent Book 7, p. 283; patent to Andries Gardiner, October 22, 1708, Patent Book 7, p. 367; patent to James Gardiner and others, August 18, 1741, Patent Book 12, p. 101; patent to August Van Cortlandt, February 19, 1753, Patent Book 12, p. 463; patent to John M. Goetshinus and others, April 22, 1761, Patent Book 13, p. 359, all at OSS.

[16] Lords of Trade to Governor Charles Hardy in 1775 (n.d.), Calendar of Hist. Mss., LXXXI, p. 91, NYSL. The new policy was first proposed by Governor Bellomont to the government in London to reduce the influence of the big landowners against him. Bellomont to the Lords of Trade, August 24, 1699, N. Y. Col. Doc., IV, pp. 549, 553-54.

was "of little value."[17]

At this point, it is proper to note that land speculation was not a phenomenon peculiar to a handful of rich people; many tenants also engaged in this easy and popular business. The case of Seth Whitney, a tenant of the heirs of William Skinner on the Manor of Cortlandt, was typical of the tenants' interests in land speculation. He hired James Avery to procure a grant of large tracts of land from the government of New Hampshire. For the "charge and trouble" of Avery, the tenant, on September 21, 1764, paid £5 to him.[18] Besides Avery, at least twenty-one tenants from the Manor of Cortlandt speculated in Vermont in the 1760s.[19]

The patentees were usually eager to sell or lease their grants as soon as possible, not only because of the

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[17]John Jay to Henry Outhoudt and others, Commissioners of Forfeiture, September 5, 1784, Mss., Department of Public Works, New York State, Book 7, p. 190. Also Governor Tryon to the Earl of Dartmouth, June 2, 1773, N. Y. Col. Doc., VIII, pp. 374-75.

[18]Deed Book 18, p. 148, OSS; Stephen Skinner's rent receipts, Whitney Papers, NYHS; Deed Book Aber G, pp. 602-04. WCCO.

[19]As for the land speculation of the tenants, see Robert Stillman Batchellor, ed., State Papers, The New Hampshire Grants, Being Transcripts of the Charters of Townships. . . 1749-1764, 40 vols. (Concord, 1895), XXVI, pp. 461-64, 514-18; XXV, pp. 234-37. The Papers will be hereafter cited as N.H. State Papers. See also Town Records of Stowe, Vermont, 2 vols., passim; Mansfield Proprietors Book, 2 vols., passim, all at the town hall of Stowe, Vermont. For further information on the subject, see Chapter VI.

penalty of forfeiture as provided by the new rule of 1698, but also because of their desire to secure a quick profit. Otherwise, they would suffer from paying the quit rent while their grants were left idle and useless. This situation prompted very acute competition among the patentees concerning the terms for the prospective buyer as well as for the lessee. As a result, the price of land was kept low, the terms for purchase payment were made easy, and the terms for lease were generous.

As might well be expected, the price of land varied depending on the quality and location of the land concerned, and it was also affected by given political and economic conditions. Nevertheless, it is possible to glean clues from the correspondences of contemporary observers and land speculators as to the general price index of patented lands. One hundred acres of the best quality land close to a well-settled community with ministerial service was sold for not more than £20 in the 1740s because of the competition for sale among the speculators.[20] The pattern of the land price does not seem to

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[20]The above observation was confirmed by the urgent appeal of Nicholas Bayard, John Groubeck, and Adoniah Schuyler of New York to Johann Frederick Ries, a Lutheran minister in Pennsylvania, to provide purchasers or tenants. They put their land on sale at £20 for 100 acres. The letter was dated October 17, 1749, Nicholas Bayard Papers, NYHS.

have changed since. As late as 1772, Governor Tryon reported that one acre of land could be purchased at "half a crown to 18d sterling. . .and some at less value."[21] This means that one could buy 100 acres of land at £12, 10s to £7, 10s sterling and less; in New York money, they would respectively be about £18, 15s and £11, 2s or less.

Furthermore, the wide-spread practice of installment payment for purchase, coupled with the cheapness of land, enabled even a poor man to buy land without any great difficulty. In general, a proprietor conveyed the tract of land in question to a buyer in fee taking his bond and mortgage without receiving any advance payment; and the buyer paid out the installments, which ran for 3 or 4 year periods, "as he rais'd it (them) out of the profits of land." This ingenious arrangement of land transactions, Governor Moore reported in 1768, was most responsible for the rapid settlement of the colony.[22]

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[21] Tryon to the Earl of Hillsborough, April 11, 1772, N. Y. Col. Doc., VIII, p. 293.

[22] Governor Moore to the Earl of Hillsborough, May 14, 1768. N. Y. Col. Doc., VIII, p. 72. There were some exceptions to this. Philip Schuyler and Stephen Skinner, in the newspaper advertisement for the sale of their lands, demanded advance payment of one third of the "purchase money" upon the conveyance of the premises. The rest with interest were to be paid for the span of three or four years. The New York Gazette and the Weekly Mercury, April 4, 1768 and May 22, 1769. William Bayard and Nicholas Bayard, proprietors of the Manor of Cortlandt, did not charge interest on the mortgage. See letter of

Economic opportunity was not only evident in the availability of land but also was reflected in labor conditions. The scarcity of labor in the colony was such that an urgent need for a constant supply of manpower consistently boosted the value of labor. Lord Clarendon, who came to New York to settle the Palatines in 1710, observing the labor situation at the time, said that, because of the shortage of labor, anyone who had "limbs and [a] will to work" would not starve in the colony. According to the same observer, every man or woman above fifteen years of age earned 2s, 3d. of New York money every day except Sunday. It is needless to say this wage scale was not applied to skilled laborers. Handicrafts men, such as blacksmiths, joiners, carpenters, masons, saddlers, bricklayers, millwrights, cordwainders, wheelwrights, tillers, weavers, and thatchers earned "at least five shilling New York money" a day.[23] In the subsequent periods, the wage scale for the common and skilled workers seems to have gone up steadily, although, as might be expected, there were some deviations from it. Cadwallader Colden reported in 1723 that a common laborer

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the Bayards to Pierre Van Cortlandt, June 7, 1771, Cortlandt Manor Papers, NYHS.

[23]Lord Clarendon to Lord Dartmouth, March 8, 1700/01, Doc. Hist. N. Y., III, p. 393.

usually earned 3s. a day.[24] Elias Pelletreau paid a man 3s. for a day's moving in 1765 and 4s. for a day's sowing in 1772.[25] John Lloyd occasionally paid 4s. for a day's farm work in 1765.[26] Be that as it may, the account and ledger books of Pierre Van Cortlandt after 1750, and of other traders like Philip Van Cortlandt, Pierre's father, and John Van Cortlandt, Pierre's cousin, strongly indicate that wages for a common workingman ran from 3s. to 6s. a day.[27]

The wage scale of the New York workers was favorably contrasted with that of the English counterpart. John Woolman, Quaker preacher visiting England in the early 1770s, reported that laborers near London earned 10d. (in sterling) or 1s., 3d., in New York money a day.[28] Compared with the lowest wage of 3s. a day for the colonial worker, the colonist still received nearly

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[24] Ibid., I, p. 489.

[25] Account Book of Elias Pelletreau, Mss., NYPL.

[26] Papers of the Lloyd Family of the Manor of Queens Village, Lloyd's Neck, Long Island, New York, 1654-1826, 2 vols. NYHS. Coll., 1927, II, p. 531.

[27] The Van Cortlandt Papers, V1661, V1689, SHRL; Journal (C) of John Van Cortlandt, 1764-1772, NYPL.

[28] John Woolman, The Journal and Essays of John Woolman, ed. by Amelia N. Cummere (New York, 1922), pp. 305-06.

three times the wage for the English worker. This relatively good lot of the colonial workingmen in wages was further enhanced by the lower cost of living in the colony than in England. For instance, whereas the price for one bushel of wheat in England during the same period, according to Woolman, was 8s. (in sterling) or 12s. in New York money, it was on the average of only 6s. on this side of the Atlantic.[29]

The shortage of labor was so acute and the price of labor became so high that the New Yorkers were "constrained to import Negroes from Africa," who were employed in all kinds of services.[30] A bill for facilitating the conversion of Indians and Negroes to Christianity

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[29] Ibid., p. 306. As for the New York price for wheat, see "Receipt Book of Pierre Van Cortlandt," V1689, SHRL; The Remarkable Case of Peter Hasenclever, Merchant . . . (London, 1773), in photostat, pp. 89-90, NYPL.

[30] William Smith, History of New York from the First Discovery to 1762 , 2 vols. (New York, 1830), I, p. 327. In this connection, his following remarks on the failure of iron manufacturing is worth quoting as throwing light on the labor situation in the Colony: "If any American attempts in iron works have been proved abortive, and disappointed their undertakers, it is not to be imputed either to the ore, or a defect of conveniences. The want of more workmen, and the villany of those we generally have, are the only causes to which we must attribute such miscarriages. . . . Our success, therefore, in the iron manufactory is obstructed and discouraged by the want of workman, and the high price of labour, its necessary consequence, and by these alone. . . ." Ibid., I, p. 334. See also Governor Moore to the Lords of Trade, January 12, 1767, N. Y. Col. Doc., VII, p. 88. The views of Smith and Moore were confirmed by Peter Hasenclever's unfortunate troubles with his workmen in his iron and other industrial enterprises, one of which was located

introduced by Governor Bellomont was violently opposed by the members of the Assembly on the grounds that the Negroes, once converted, would emancipate themselves from slavery and consequently from menial service, thus depriving the Whites of the only available servants. Bellomont's other ambitious project to build public workhouses to employ "the poor and also vagabonds" only elicited ridicule from the Assemblymen when he introduced a bill for that purpose. After the repeated failures in his legislative endeavor, he finally confessed in his report to the home government that he was at first ignorant of the economic conditions in the colony and that "indeed there is not a richer populace anywhere in the King's dominion than is in this Town."[31]

Desertion of men from the Royal fleet and from the provincial army was frequently attributed to the availability of generous wages in all parts of America. Commanders of the fleet had exerted the utmost caution to prevent the desertion of their seamen. One commander,

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on Lot No. 4 (1570 3/4 acres) in the Manor of Cortlandt. His bankruptcy had very much to do with "exorbitant wages" for labor. Deed Book 17, pp. 287, 346, OSS. Also The Remarkable Case of Peter Hasenclever, pp. 1-11.

[31]The Earl of Bellomont to the Lords of Trade, May 12, 1699, N. Y. Col. Doc., VII, p. 88.

William Polhampton, recommended that men-of-war should be ordered to cruise to the West Indies, the Bahamas, or "such other places as may be thought most convenient for the hinderance of desertion" in the winter when desertion was most frequent.[32] Robert Livingston, a prominent New Yorker with a long record of victualling a provincial army, was not the only one who voiced concern over the wanton desertion of the provincial soldiers because of the poor allowances for their subsistence. Such concern was justified, for a soldier's weekly allowance was 3s. 6d, while a common laborer could easily earn 3s. a day. Livingston described the situation in a pathetic tone: ". . . to keep the soldiers from working and to duty (with submission) is a hardship next to starving, and to let them work (hiring their duty) spoils their discipline and manners."[33]

The reasons assigned by Governor Tryon for the rapid increase in the population in the Colony were "high price of labour and the plenty and cheapness of land fit for cultivation." It was estimated that New York, like the other Colonies, doubled its inhabitants "by natural increase" every twenty years. According to the same

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[32]William Polhampton to the Lords of Trade, March 6, 1711, Ibid., V, p. 194.

[33]Robert Livingston to the Lords of Trade, May 13, 1701. Ibid., IV, pp. 871, 588-89.

observer, the population in New York increased from 96,775 in 1754--the 13,542 Negroes included--to 182,251 in 1774.[34] By today's standards, the evidences of economic opportunity may not constitute an inducement for a bigger family unless they are coupled with the prolific temperament of the people concerned. But, during the Colonial period, this was certainly the case. As the means of subsistence increased, the incentive to marriage became stronger. In fact, the people in the colony married "at an earlier period of life than in Europe."[35]

Of immediate relevance of the abundant economic opportunity to this study was its benevolent effect upon the welfare of the poor and the tenants. No contemporary account is more reflective of the economic opportunity for the social groups than that of Oliver DeLancey. He was a landed magnate in his own right and, at the same time, the agent of Sir Peter and Susanna Warren's estates in New York and other areas for almost two decades. He reported on many occasions to the heirs of the Warrens in England how difficult it had been to settle and keep the tenants on their lands. He often

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[34]Tryon's report on the Province of New York, June 11, 1774, Ibid., VIII, p. 450.

[35]In this connection, it is to be noted that Peter Kalm, a Swedish traveller, had the same opinion on the population increase in the Colonies in general. Adolph Benson, ed., Peter Kalm's Travels in North America, 2 vols. (New York, 1937), I, p. 35.

found himself losing the tenants simply because there was too much land and competition among the proprietors for tenants to their grants. He said that the "estate of Sir Peter (Warren) has suffered already and will more" from this situation, and summarized his apprehension by saying: "I sometimes fear many of them (tenants-to-be) will Move as they can have much Easier Terms from many adjacent patents."[36]

The prevailing economic opportunity in the forms of the cheapness of land and the scarcity of labor was bound to have a great impact upon the nature and structure of the Manor of Cortlandt. As we shall see later, it quickened the process of the liberalization and the early demise of the Manor as a potential "undemocratic" element in colonial New York society.

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[36]Oliver DeLancey to Colonel Fitz Roy, Colonel William Skinner and Lord Abington in London, April 10, 1772, and Oliver DeLancey to Colonel William Skinner, June 10, 1772, Warren Papers, Univ. of London.

CHAPTER III

THE LORDSHIP OF THE MANOR: A FARCE

Stephanus Van Cortlandt on April 14, 1700 left a quite detailed and specific will regarding the disposition of his real and personal estates.[1] Firstly, he ordered that a tract of land called Meanagh (presently Verplanck's Point) be separated from his estates and given to his eldest son, Johannes, after the death of his wife Gertruyd. Secondly, he willed that all of his real and personal estates either be equally divided among his eleven children, male and female, or be held in common among them after his wife's death. The decision as to when it should be divided after his wife's death was left to several guardians whom he had appointed. He also stipulated that in case of the death of any one of his sons before attaining the age of 21, or the death of any one of his daughters before reaching the age of 21 unmarried, it should devolve upon the surviving children.

The striking thing about the will of Stephanus Van Cortlandt is that he did not attach much weight to the right of heirship. Verplanck's Point, a tract of 915 acres and given to Johannes for his heirship, was very inconsiderable in view of the vast estates

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[1]The will of Stephanus Van Cortlandt, MCNY.

Table 1.--Geneology of Stephanus Van Cortlandt and Related Families

Stephanus(1) b. 1645 d. 1700 m. Gertrude Schuyler	--Johannus(2) --	b. 172, d. ? m. Anna Maria Van Schaick in 1695
	--Margaret(2) --	b. 1674, d. ? m. Col. Samuel Bayard in 1696
	--Anne(2) ------	b. 1676, m. Stephen DeLancey in 1700
	--Oliver(2) ----	b. 1678, d. 1708, unmarried
	--Maria(2) -----	b. 1680, m. first Col. Killian Van Rensselaer who died in 1719, second John Miln, physician
	--Gertrude(2)---	b. 1681
	--Philip(2) ----	b. 1683, d. 1746, m. Catherine DePeyster whose father was treasurer of the provinces of New York and New Jersey
	--Gertrude(2) --	b. 1688, d. 1777, m. Col. Henry Beekman in 1726
	--Gysbert(2) ---	b. 1689, unmarried
	--Elizabeth(2) -	b. 1691, died young
	--Elizabeth(2) -	b. 1694, m. the Rev. William Skinner, the first rector of St. Peter's Episcopal Church at Perth Amboy, N. J.
	--Stephen(2) ---	b. 1695, d. 1756, m. Catalina Staats
	--Catherine(2) -	b. 1696, m. Andrew Johnson of Perth Amboy, N. J. Speaker of the N. J. Assembly
	--Cornelia(2) --	b. 1698, d. 1760, m. Col. John Schuyler
Johannes & Anna Van Cortlandt(2)	--Gertruyd(3) --	m. Philip Ver Planck
Samuel & Margaret Bayard(2)	--William(3)	
	--Nicholas(3)	
	--Gertruyd(3) --	m. Peter Kemble of Mount Kemble, N. J.

Stephen & Anne De-Lancey(2)	-James(3)	
	-Peter(3)	
	-Stephen(3)	
	-Oliver(3)	
	-Susannah(3) --	m. Sir Peter Warren
	-Ann(3)	
John and Maria Miln(2)		
Philip & Catherine Van Cortlandt(2)	-Stephen(3) ---	b. 1711, d. 1756, m. Mary Walton Ricketts
	-Abraham(3) ---	b. 1713, d. 1746, unmarried
	-Philip(3) ----	b. 1715, d. 1745, unmarried
	-John(3) ------	b. 1718, d. 1745, unmarried
	-Pierre(3) ----	b. 1721, d. 1814, m. Joanna Livingston, daughter of Gilbert Livingston, Esq.
	-Catherine(3)--	b. 1725, d. 1735
Henry & Gertruyd Beekman(2)	-no issue	
William & Elizabeth Skinner(2)	-Cortlandt(3)	
	-William(3)	
	-Stephen(3)	
	-John(3)	
	-Gertruyd(3) --	m. James Parker
Stephen & Catalina Van Cortlandt(2)	-Joanna(3) ----	b. 1714, died without issue
	-Gertrude(3) --	b. 1715, m. Johannes Van Rensselaer
	-Stephanus(3)--	b. 1716, died without issue
	-Samuel(3) ----	b. 1717, died without issue
	-John(3) ------	b. 1721, d. 1786, m. Hester Bayard
	-Philip(3) ----	b. 1725, d. 1800 without issue
	-Sarah(3) -----	died without issue
Andrew & Catherine Johnston(2)	-John(3)	
	-Stephen(3)	
	-Mary(3)	
	-Catherine(3)	
	-Elizabeth(3)	
	-Anne(3) ------	m. William Terrill
	-Gertruyd(3) --	m John Barberie
John & Cornelia Schuyler(2)	-Gertruyd(3) --	m. John Cochran
	-John(3)	
	-Philip(3)	
	-Cortlandt(3)	
	-Stephen(3)	

Stephanus Van Cortlandt "died seized." Before he died, Stephanus held, besides his manor and personal estates, one third of the Rumbout Patent of sixteen square miles in Dutchess County, 1500 acres in Orange County, 40 acres with grist and saw mill on the Rahway River in East New Jersey (valued £345 in 1730), the Bowman's Farm of 1200 acres in Sussex County, Pennsylvania, and 19 lots and 2 houses (valued £3770) in New York City.[2] The other consideration he gave to Johannes as the eldest son was the right of first choice in the division of the estates. Nevertheless, this supposedly discriminating and important privilege for the eldest son was rendered meaningless by a provision in the will that the division must be made "equall in worth one to another."

The fact that the testator granted in fee simple the real estate, including the manor, to all of Van Cortlandt's children had great consequences for the future of the manor. Had Stephanus Van Cortlandt been keenly interested in the perpetuation of his manorial lordship and integrity, he would have excluded his other

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[2]As for the Rumbout Patent of May 12, 1686, see Patent Book 5, pp. 206-10, OSS; "Writ of Partition of Roumbout Patent in 1707," V1974, SHRL. As for his estates in E. New Jersey, New York City, and others see Van Cortlandt Family Papers, case for oversized Mss., NYHS; "Real Estate of Stephanus Van Cortlandt, Appraismnt of ye lott houses at York & Mils at raway," Van Cortlandt and Van Wyck Papers, Letters, etc., 1716-1819, NYPL; Van Cortlandt Papers, V1704, SHRL.

children and have given at least all of his manor estates to his eldest son according to the common law custom of primogeniture. But his will touching the disposition of the manor did not leave room for any possible pretensions to the lordship of the manor on the part of his eldest son. The inheritance of 915 acres along with his equal share of the manor with his brothers and sisters was not sufficient to make Johannes the lord over a vast domain in the way his father had allegedly been. Furthermore, nowhere in the will of Stephanus Van Cortlandt was there any reference to the lordship of the manor. Therefore we cannot avoid concluding that Stephanus Van Cortlandt, the testator, had no intention of having his eldest son succeed to the lordship.

The above conclusion perforce raises a question: why did Van Cortlandt easily surrender the manorial lordship? The only possible answer we can give for the question is that the maintenance of the lordship was not worthwhile. Van Cortlandt was a man of business acumen and political agility; and, as his career eloquently demonstrates, he was well acquainted with political and judicial matters in the province. It is inconceivable that he would have surrendered the lordship for posterity if he had valued it very highly. In fact, from the beginning, the lordship of the manor was a farce, completely devoid of substance worthy of its name.

A lordship acquires stature and significance only if certain power goes with it. If this is the case, an examination of powers reserved to the lord is of importance in understanding the Manor of Cortlandt.

According to the manorial patent of Cortlandt, the lord of the manor, his heirs, and assignees were empowered to hold and keep in the manor "one court baron and one court leet" so often as he or they shall see fit. In the old English usage, the court leet enacted the manorial ordinance, and presented offenders against manorial regulations; the court baron was to try the civil actions between tenants and the lord, and handled matters relating to land tenure.[3] More specifically, the courts baron and leet were authorized to settle "all fines, issues, and amercements," "issue out the accustomary writs," and distrain for the rents, services, trespass, debt, goods, and all and a part of the premises in question. Besides this judicial power the lord, his heirs, and assignees were granted "advowson," right of patronage within the manor and of sending a representative of the manor to the colonial Assembly.[4] Indeed, these powers were the very essence of the feudal system, and served as the most vital engine of feudal oppression throughout

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[3]Patent Book 7, p. 165, OSS.

[4]Ibid., p. 165.

the Middle Ages. But the important question is whether the manor lord, his heirs, and assignees actually availed themselves of these feudal powers granted by the patent.[5]

One author, writing of the Van Cortlandt family, argued that "as the court baron was not a court of record it may have been held."[6] Another author, discreetly admitting the difficulty of making a definite judgement for want of evidence on the matter, asserted that the lords of manors in New York held their courts. The basis of his assertion is that he saw "the original of a notice of appeal from the manor court of Fordham" in February,

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[5]Stephen L. Mershon's following statement on the Manor Courts in New York deserves quoting as it illustrates a typical example of gross distortion and exaggeration of the powers of a manorial lord. "The Kings, in their absolutism set up a manorial machine in the province of New York that in itself was in fact almost absolute in its power over human life, liberty and property within the little kingdoms of the respective Manors. . . . Serfdom did to a large degree disappear in England with the Tudors but the lordships and Manors, set up by Imperial authority and power in the vast forests of the Province of New York, represented the same spirit and possessed cruel powers. The law provided imprisonment for debt. The manorial courts were in the absolute control of the Lords of the Manors; land titles were in the power of the Lords with quit rents payable to 'his lordship.' All processes of the manorial courts were at the whim, will, and temper of the Lords and their servants." Mershon, The Power of the Crown in the Valley of the Hudson (Montclair, N. Y., 1925), p. 88.

[6]L. E. DeForest, The Van Cortlandt Family, (New York, 1930), p. 6.

1676.[7] Unfortunately, the author failed to document what he saw.

Evidence that Stephanus Van Cortlandt, his heirs, and his assignees had ever exercised the judicial powers is singularly lacking. If there were cases arising in their manor concerning rent, debt, trespass, and land tenure, the lord was supposed to hold the court baron in accordance with the tenor of the manor patent. But we find these cases were being handled, not by the lord and his heirs, but by a duly constituted county court of Common Pleas and the provincial Supreme Court. The case of William Brown, a tenant of the manor, illustrates the point. He was sued in 1759 by Stephen Van Cortlandt, the so-called "third lord" of the manor on a trespassing

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[7]Julius Goebel, Jr., "Some Legal and Political Aspects of the Manor in New York," Order of Colonial Lords of Manors in America, Publications (Baltimore, 1928), No. 19, p. 8. Dixon Ryan Fox cites some of the writers on the subject, but he seems satisfied not to pursue it beyond the statement that Scarsdale Manor never held a court because he could find no evidence that it was held. Fox, Caleb Heathcote (New York, 1926), p. 120, n. 29. E. Wilder Spaulding wrote that, including the Manor of Cortlandt, "all the true manors enjoyed some kind of jurisdiction in the form of courts--baron for civil and courts-leet for criminal cases;. . ." see his New York in the Critical Period, 1783-1789 (New York, 1932), pp. 61, 65. A bit modified view while admitting that the manors exercised the rights, see, Carl L. Becker, The History of Political Parties in the Province of New York, 1760-1776 (Madison, Wis., 1909), p. 10; E. Marie Becker, "The 801 Westchester County Freeholders of 1763 and the Cortlandt Manor Land-Case which occasioned Their Listing," New York Historical Society Quarterly, XXXV, July 1951, No. 3, p. 297.

charge in the Supreme Court.[8] Dennis Hicks, a manor resident and a former tenant, was also tried in 1768 by the Supreme Court for his debt of £300 to Gilbert Drake who had an interest in a tract of land on the manor. Hicks' land in the manor was distrained by a county sheriff upon the court order.[9] Again, a trespass and damage suit involving two tenants on the manor, namely Lawrence Huff and Moses Knap, was tried in 1759-60 by Joseph Sherwood, a justice of the peace for the manor, with the assistance of a jury.[10]

For that matter, the case of Frederick Philipse, the so-called third "lord" of the Philipsburgh Manor, is helpful in throwing supplementary light on the general problems of the judicial power of the manorial lords in colonial New York. His case is particularly relevant to the present study for two reasons: firstly, the Manor of Philipsburgh was situated in the same county as the Manor of Cortlandt; and secondly, the manor was so firmly built on primogeniture and entail that it had not suffered the

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[8]A Writ of the Supreme Court to the Sheriff of Westchester County, November 10, 1759, WCCO, on photostat. VX1617, SHRL.

[9]Deed Book Aber H, pp. 186-87, WCCO.

[10]Calendar of Hist. Mss., LXXXVIII, p. 12, NYSL.

fate of disintegration as the Cortlandt Manor did.[11] Philipse's case involved his tenant, Uriah Travis, whose rent had been in arrears for two years. Philipse in May, 1769, sued Travis in the Court of Common Pleas for Westchester County in order to recover the rent. Of utmost importance is the fact that Philipse specifically acknowledged that his manor was "within the jurisdiction of the court" in his letter filing the suit.[12] If the court had jurisdiction over the manor for rent and land tenure, then what was the function of the court baron? Why didn't the lord hold a handy court for his advantage? This evidence is a direct contradiction to the fact that the manor lord exercised judicial power. If this was the case for the Manor of Philipsburgh, the lord of which had been granted the same right of court baron, then there is every reason to assume that the same conditions prevailed in the Manor of Cortlandt.

That rent and debt cases were tried in the provincial and county courts rather than the manorial court is hardly irregular in view of the judicial system set

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[11] The Journal of the Assembly, began 21st of November 1769; and ended by Prorogation, the 27th of January, 1770 (New York, 1770), II, p. 49.

[12] Westchester Court of Common Pleas, Frederick Philipse against U. Travis for arrears of rent. Philipse Papers, Huguenot Historical Association, New Rochelle, New York.

up by the province. The law establishing courts of judicature for the province in 1692 provided in detail the respective jurisdictions of various courts. According to the law, a justice of the peace was empowered to handle, without a jury, cases of debt and trespass to the value of 40s. If either plaintiff or defendent wanted a jury, it should be allowed.[13] However, later in 1754, a minor change was made by a new act with regard to the power of the justice whereby he was authorized to try causes ranging from 40s to £5.[14] The law of 1692 also set up in every county a Court of Common Pleas to try all causes to the value of £20 "tryable at the Common Law of whatever nature . . . except [any] thing relating to title of land." The Supreme Court was to try causes valued at over £20, and it also was to sit on appeals from the

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[13] "An Act for the Establishing Courts of Judicature for the Ease and benefit of each Respective city, town and county within the Province" passed on November 11, 1692. The Colonial Laws, I, pp. 303-08.

[14] "An Act to impower Justices of the Peace to Try Causes from Forty Shillings to Five Pound," passed on December 7, 1754. The Colonial Laws, III, 1011-016; Governor James DeLancey to the Lords of Trade, December 15, 1754, N. Y. Col. Doc., VI, p. 929. The law was originally enacted to be effective only for three years, but it was continued until the outbreak of the Revolution.

lower courts.[15]

The legislative records pertaining to the structure of the colonial judiciary contain no reference whatever to the manorial court baron. No provision was enacted as to the causes and the amounts with which the court baron was to deal. The lack of recognition of the court baron in the judicial structure of New York, however, should not be construed as tacit connivance on the part of the legislators at the existence of the feudal court because the letter and tenor of the legislation concerning the judiciary make it clear that the laws were to be applicable to every "town, manor, precinct, & county" in the province.[16] Therefore, the conclusion that the Manor of Cortlandt never enjoyed judicial autonomy--including the court leet as well as the court baron--is logical.

Manorial lordship, thus deprived of its vital judicial power, came to represent more the shadow than the substance of feudal privilege within the structure

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[15]This lower court also included the Court of General Sessions which handled criminal and administrative matters. See The Colonial Laws, I, p. 304.

[16]The Colonial Laws, III, p. 1011. As for the power of the Justice of the Peace over the disputes concerning land tenure, see "An Act to prevent abuses committed by Tenants, by other persons entering and keeping possession of Messuages Lands and Tenements before a legal Title to the same is obtained," passed on February 16, 1771, The Colonial Laws, V, pp. 204-06.

of the manor. This aspect of the lordship's impotency also characterized the administrative side of the manor. Up until 1712, the Manor of Cortlandt presented a picture of complete administrative anarchy. It neglected to choose an assessor, collector, and supervisor,[17] although a provision in the manor patent specifically required the lord and his tenants to elect the assessors for the manor according to rules as were prescribed "for cities, towns and counties. . . by the acts of General Assembly."[18] During the period between the establishment of the manor in 1697 and 1712, the court of General Sessions of the Peace of Westchester County, which was held twice a year, probably appointed, as it did for the Philipsburgh Manor in 1692, an assessor, collector, and constable for the manor.[19]

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[17] The records of the County Court of General Sessions covering the period from 1697 to 1712 do not show attendance of either constable, assessor, or collector from the manor. Deed Book Aber D, passim, WCCO.

[18] Patent Book 7, pp. 165-166, OSS.

[19] The Colonial Laws, I, pp. 303-08. The court of General Sessions, on June 7, 1692, appointed Barnt DeWitt as assessor and Matthias Buout as constable for Philipsburg Manor on the grounds that the manor residence had neglected to choose the officers in order to avoid taxes. Dixon Ryan Fox, ed., The Minutes of the Court Sessions, 1657-1697 (White Plains, N. Y., 1924), p. 64.

The first entry in the court minutes by a representative from the manor occurred when Francis Besley, constable of the manor, attended the court in 1712. It was not until 1714 that the manor, for the first time, sent its assessor and collector to the court held at the borough of Westchester.[20] It is quite possible that the choice of these officials on the part of the manor residents was prompted by a punitive measure of the General Assembly in late 1711 that empowered the assessors and collectors of a town adjacent to any manor delinquent in the choice of the officials to assess and collect public taxes in the manor.[21] The delinquency in electing these officials at this time was apparently because of the unwillingness on the part of the manor residents to pay taxes.[22] In this connection, it is interesting to observe a complaint registered in 1710 by John Clapp, a sheriff of the county, against Dutch settlers on the Manor of Cortlandt who refused to make a return on the

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[20]The manor assessors were Abraham Amburgh and William Van Tassel; and the collector was John Lent. Deed Book, Aber D, p. 37, WCCO.

[21]"An Act to oblige the Mannors in the County of Westchester to pay their Arrears of Taxes," passed on November 24, 1711. The Colonial Laws, I, p. 752.

[22]Governor Hunter to the Lords of Trade, January 1, 1711/2, N. Y. Col. Doc., V, p. 299.

names and number of its population from 16 to 60 years of age. In the words of the sheriff, the people gave for their refusal "no other reason but a dread of ye Consequences yt might Insue: Like David's numbering of ye people. . . ."[23] It is more than likely that the biblical allusion was a sheer cloak for their fear that the consequences of a census return would be detestable taxation. Only in this context can we understand the above legislative action taken against the various manors in Westchester County in 1711.

As far as the Manor of Cortlandt was concerned, the manor was more or less of an appendage to the country's administrative system until 1722. The law of 1691 prescribed that a manor which had not chosen its supervisor was allowed to join with "the next adjacent town" in electing an administrative head for both towns.[24] However, there is no record that shows that the manor ever elected or shared a supervisor with the town. This fact does not mean that the manor lord or his assignee had played any public function as an administrative head of the manor. Indeed the manor lord or his assignees had no place in the provincial government until 1722 when a law was enacted to increase the number of supervisors in

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[23]John Clapp to the Secretary of the Province, October 10, 1710, Calendar of Hist. Mss., LIV, p. 77. NYSL; Governor Hunter to the Lords of Trade, June 12, 1712, N. Y. Col. Doc., V, p. 339.

[24]The Colonial Laws, I, p. 65.

the county of Westchester. Under this law, a manor with more than twenty inhabitants might choose its supervisor annually. But, in case the inhabitants of the manor neglected to choose him, the "owner" or his deputy of the manor would be regarded as its supervisor with the same powers as those elected by virtue of the law. It also provided that "the supervisor of the manor shall meet with the other supervisors once a year to perform" their business.[25] The last provision of the law clearly indicates that a lord--a word that was never used in the laws of colonial New York--was directly under the jurisdiction of the county government and responsible to it.

The absence of records makes it impossible to ascertain whether or not the residents of the Manor of Cortlandt elected a supervisor. Stephanus Van Cortlandt, and possibly Philip Van Cortlandt, would have been designated as supervisor as the above law prescribed. The reason for assigning the supervisorship to Philip Van Cortlandt would have been that he became the head of the Van Cortlandt family after the deaths of his two brothers

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[25] The Colonial Laws, II, pp. 130-31. According to the law, the owner or his deputy of a manor with fewer than twenty inhabitants would automatically become the supervisor of the manor. The provision was probably designed for the Scarsdale Manor, for it was perhaps the only manor which had fewer than twenty inhabtants. In the census for Westchester County taken in 1712, the Scarsdale Manor had four persons except slaves while the Manor of Cortlandt had eighty-seven. Doc. Hist. N. Y., IV, p. 949.

Johannes[26] and Oliver,[27] respectively in 1702 and 1708, and of his mother, Gertruyd in 1718.[28] It is, however, doubtful if he, residing since 1729 as a member of the Governor's Council in New York City, with extensive business, trade, and political engagements, could take care of administrative problems of the manor.[29]

Equally difficult to explain is the sudden elevation of the Manor of Cortlandt to the status of a county by a new act of the General Assembly in 1737. The law provided that the freeholders of Cortlandt Manor were to be allowed to elect yearly:

> one Supervisor, one Treasurer, Two Assessors & one Collector for the Said Mannor who Shall have the Same Power, authority, office, & Function, & do perform Execute and Serve and be Liable to the Same pains & penalties as the Supervisors, Treasurers, Assessor and

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[26]Johannes was born on October 24, 1672, and married Anna Mary Van Schaick on June 20, 1695 and died intestate in December 1702, leaving one daughter, Gertrude who later married Philip Ver Planck. N. Y. Gen. & Bio. Rec., V, No. 1, pp.70-72; V, No. 2, p. 92; NYHS, Coll., for the year 1892, p. 359; Ibid., for the year 1893, pp. 410-11.

[27]Oliver or Oloff was born on October 26, 1678, and died unmarried. N. Y. Gen. & Bio. Rec., V, No. 1, pp. 70-72; his will, Van Cortlandt Papers, NYHS.

[28]NYHS, Coll., XXVI, pp. 288-89.

[29]Besides, he ran coffee houses and taverns in the City. V1837, SHRL; Letter Book of Philip Van Cortlandt, NYHS; Calendar of Hist. Mss., LXVIII, p. 145, LXII, pp. 116, 134, NYSL.

Collectors of the Several & Respective
Counties within this Colony. . . .[30]

This seemingly independent status of the manor on the level with the county was drastically modified by a provision that nothing in the law would exempt the manor freeholders from paying equal proportions of all the public charges of the county. According to the law, then, the officers of the manor were to be equal to their counterparts of the county in terms of their authority and function, but the manor itself was still a part, as a tax tributary, of the county government. Thus the manor residents had to suffer double taxation from the county and the manor for enjoying a semi-county privilege.

An important aspect of the above legislation is not that the manor became a semi-county administrative unit, but that various powers were given to the freeholders of the manor, not the lord or his deputy. In this respect, the law was a direct refuss to the power of patronage that had been granted to the manor lord or his deputy. The law alone is sufficient evidence that the manor was not a feudal nor a quasi-feudal entity dominated by a powerful lord, independent of provincial and county regulations, judicial, and administrative.

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[30]"An Act for Defraying the Common & Necessary Charge of the Mannor of Cortland in the County of Westchester," passed on December 16, 1737, The Colonial Laws, II, pp. 960-62. As for the discussion on the act in the Assembly, see Journal of Assembly, I, pp. 683-84, 687, 688, 695, 719, 720, 721, 723.

The other remaining privilege of the manor lord was the power to send a manor representative to the colonial Assembly. The patent of 1697 said that "we do, by these presents. . . grant unto. . . Stephanus Van Cortlandt, and to his heirs and assignees forever, that. . . Stephanus Van Cortlandt, his heirs and his assignees, shall and may. . . return and send a discreet inhabitant in and of the said manor, to be representative of the . . . manor in every Assembly" twenty years after the patent was granted.[31] It is perfectly clear from the quotation that the right to send a representative was exclusively reserved to the lord, his heirs, and his assignees, not to the manor freeholders or inhabitants qualified to vote. There is no provision in the patent stipulating the election of a representative. However, until 1733, Stephanus Van Cortlandt's heirs neglected to assert the privilege because the manor had not been partitioned among the heirs.[32] Then, while the second partition of the manor was in progress, Philip Van Cortlandt, the surviving eldest son of Stephanus Van Cortlandt and thus the head of the Van Cortlandt family, petitioned on May 17, 1733, the Governor's Council "to issue a writ electing one of

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[31]Patent Book 7, pp. 166-68, OSS.

[32]The Colonial Laws, II, p. 835.

the freeholders of the manor" to the General Assembly.[33] To be noticed in the petition is the reference to electing a representative, a significant departure from the original provision in the patent of 1697 concerning the manor representation in the Assembly. This deviation meant that the heirs of Stephanus Van Cortlandt apparently gave up their right of representation to the freeholders of the manor. In any event, on May 23, Philip's petition was approved by the Council and the writ for the election was issued.[34]

On June 10, 1734, Philip Ver Planck, husband of Gertrude, the only daughter of Johannes Van Cortlandt, presented to the Assembly an indenture certifying that he was "duly elected a Representative for the Manor of Cortlandt."[35] However, some of the Assemblymen strongly opposed admitting Ver Planck to the body on the grounds that the manor patent of 1697 lacked a provision "for the Regulating and chuseing Such Representatives," and that he was not elected in the manner as the laws of the

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[33] Calendar of Council Minutes, XVI, p. 296. At the time, Philip Van Cortlandt was a member of the Council.

[34] Ibid., p. 298.

[35] Journal of Assembly, I, p. 663. As for the geneological information about Philip Ver Planck, see "A Family Bible of Philip Ver Planck, Esqr. of the Manor of Cortlandt," Gulian C. Ver Planck Papers, Letter, V-2, Box 8, No. 30, NYHS.

colony regarding the election of representatives provided. Exactly how he was elected, it is impossible to say. Yet, after "some debates and controversies," the Assembly reached a compromise. Under the compromise, Ver Planck would be admitted as soon as the Assembly passed an act regulating the choice of a representative for the manor so that such representation might be "more orderly and duly elected for the future."[36] It was not until June 18 that a bill for that purpose was passed by the Assembly. Four days later, Ver Planck was duly sworn in after Governor William Cosby signed the bill into law.[37]

The law thus enacted for regulating the election of a representative for the manor provided that

> . . .it may be lawful for the ffreeholders of the sd Mannour of Cortlandt. . .to Assemble in the Manor at Such time & place as the Constable or other Returning Officer or Officers of the sd Mannour for that purpose Shall Direct And Appoint & there by Plurality of Voices of the ffreeholders to Elect, Chuse & Send a Fitt & Discreet Inhabitants. . .That Freeholders pay the wages of their own Representatives & that Nothing herein contained Shall Exempt them from paying their Due and Equal proportion of the Wages of the Deputies or the Representatives for the County of

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[36]"An Act for Regulating the Choice of a Representative for the Mannour of Cortlandt in the County of Westchester," The Colonial Laws, II, pp. 835-36; Journal of Assembly, I, p. 664.

[37]Journal of Assembly, I, pp. 667, 669; Journal of Legislative Council of the Colony of New York, 2 vols. (Albany, 1861), I, p. 633.

> Westchester County And of all other the Annual Publick & Necessary charges of the same County.[38]

The significance of the law lies in the fact that the privilege of sending a manorial representative, which Stephanus Van Cortlandt had acquired in 1697 for himself, his heirs and assignees, was transferred by legislative action to the manor electoral freeholders who possessed "land or tenements Improved to ye vallue of forty pounds in freehold" or leasehold for life.[39] Thus, the manor as a corporate body, not the Van Cortlandt family, joined the ranks of other boroughs and counties which constituted representation districts for the General Assembly.[40]

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[38] The Colonial Laws, II, pp. 836-37.

[39] "A bill for ye Regulating Elections of Representatives in General Assembly in each respective Citty & County within this Province," passed on May 16, 1699, The Colonial Laws, I, pp. 405-08; "An Act for the more regular proceedings in the Elections of Representatives for the Several Cities and Counties within this Province," passed on October 18, 1701, Ibid., pp. 452-54. Most of the tenants in the Manor of Cortlandt were qualified to vote, because they held leases for life or longer and their improvements generally exceeded £40. See chapters V and VI.

[40] By 1774, there were thirty-one representatives in the Assembly: New York City sent four, Albany City two, the two boroughs of Westchester and Schenectady one each, the three manors of Rensselaerwyck, Livingston and Cortlandt one each, and the ten counties two each. See "Report of Governor Tryon on the Province of New-York," June 11,1774, N. Y. Col. Doc., VIII, pp. 443-44.

Some historians have often pointed to the manorial representation in the Assembly as a measure of quasi-feudal or illiberal privileges that the manor lords enjoyed.[41] However, this particular privilege seems to have been stated out of proportion. Certainly, in the case of the Manor of Cortlandt, two of the Van Cortlandt family, namely Philip Ver Planck and Pierre Van Cortlandt, continuously represented the manor in the Assembly until 1775; the former served the Assembly from 1734 to 1767 and the latter from 1768 to 1775. Although the representation was monopolized by the Van Cortlandt family, the fact still remains that the two representatives were not selected by the family by virtue of the manor patent of 1697, but elected by the manor freeholders; the latter were, at least, in theory, the masters of politics in the manor. Furthermore, the only one extant record concerning the election of a representative for the manor shows that Pierre Van Cortlandt contested his nephew Colonel James Ver Planck, the eldest son of Philip, in the election of 1768, and was elected with a plurality of 116 votes over Ver Planck who received twenty-seven.[42] The

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[41] E. Marie Becker, "The 801 Westchester County Freeholders of 1763," pp. 297-98; Spaulding, New York in the Critical Period, pp. 58-59; Carl Becker, The History of Political Parties, p. 10.

[42] "Votes taken at an Election in Manor of Cortlandt, March 10, 1768," V1645, SHRL.

fact that Pierre Van Cortlandt successfully challenged Ver Planck was a significant indicator that the Van Cortlandt family did not act as one cohesive political power to control the political affairs in the manor in the election of a representative for the manor.

The manor electorate had a privilege that those of the County could not duplicate: whereas the former could vote in the election of the County representatives, the latter could not vote for the manor representative.[43] But this privilege was not a unique one for the manor, for the freeholders of the Borough of Westchester also enjoyed it, just as the Borough of Schenectady did in the election of representatives from the County of Albany.[44] The only difference between the manor and the Borough of Westchester in terms of privilege is that the manor freeholders were, by a new law of 1737 concerning the manor representative, exempted from paying the wages of the two representatives of Westchester County at large, while those of the Borough were not. The General Assembly voted down the application of the Borough for the same privilege.[45]

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[43] The Colonial Laws, II, pp. 835-37.

[44] Ibid., V, pp. 874-75; Journal of Legislative Council, II, p. 1981.

[45] "An Act for Defraying the Common & Necessary Charge of the Mannor of Cortland in the County of West Chester," The Colonial Laws, II, pp. 960-62; Journal of of Assembly, I, pp. 726, 731.

Whatever reason there was for the Assembly to discriminate against the Borough, it is significant that the manor's privilege was given and sanctioned by the popular branch of the colonial government.

Further evidence that diminishes the illiberal and "quasi-feudal" aspect of the manorial representation in the Assembly was the great number of the electoral freeholders living in the manor. According to William Smith, Chief Justice of the New York Province and a member of the Governor's Council in the early 1770s, the four counties of Richmond, Kings, Queens, and Suffolk together did not as of 1775 "contain half of the number of Freeholders in Rens(s)elaerwyck [manor] alone, nor above one third more than. . . in the Manor of Livingston, & fewer than those in the Manor of Cortlandt."[46] Whereas each of the manors sent one representative, the four counties in total sent eight representatives despite the relatively small number of freeholders the counties had. Therefore, it can be said that the Manor of Cortlandt as a district of representation in the Assembly was rather discriminated against. It was the ordinary counties, not the manor, which were the privileged.

Moreover, it is extremely significant that those who tried to curtail the privilege of the manorial

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[46] Journal of Legislative Council, II, pp. 1981-82.

representation were mostly Tories in the late 1760s and early 1770s. The Tories were jealous of the political influence exerted by the manorial representatives like Stephen Van Rensselaer, Peter R. Livingston, and Pierre Van Cortlandt in the cause of American liberties and rights against the British imperialism. In this connection, Lieutenant Governor Colden's following remarks in 1775 are worth quoting:

> The present Representatives of the Manors have distinguished themselves in opposition to Government, and were the warmest supporter of the [Provincial] Congress. I therefore thought it was a proper time, my Lord, to abridge this privilege [the rights of the freeholders in the manors of Livingston and Rensselaerwyck and the Borough of Schenectady to vote in the election of the County of Albany], when the Majority both in Council and Assembly were for it. . . .[47]

Apparently, the manorial representation embodied a progressive and liberal force that the conservative elements in the colony endeavored to suppress. It is ironic that the manorial privileges originally established to enhanee the prerogatives of the Crown and the cause of status quo

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[47]Colden to the Earl of Dartmouth, April 4, 1775, N. Y. Col. Doc., VIII, p. 565. A law to bar the freeholders of the manors of Livingston, Rensselaerwyck and the Borough of Schenectady from voting in the County election was passed on April 3, 1775. See The Colonial Laws, V, pp. 874-75. However, strangely enough, the freeholders of the Manor of Cortlandt were not affected by the legislation as William Smith pointed out in his dissenting opinion against it. Journal of Legislative Council, II, pp. 1981-82.

was eventually transformed into a force against these very prerogatives.

The lordship of the Manor of Cortlandt was a dead letter from the beginning of its history as far as its actual application was concerned. Its spectre was there in the form of the letters patent of the manor, but its efficacy as well as its luster were lost in the gust of the "levelling" principles that, by the 1660s, had already taken "so deepe a Root" in the Province as Governor Richard Nicholls observed. Considering the state of mind of the people who abhorred the very name of a Justice of the Peace,[48] the colony was not congenial soil for the transplanting of a lordship after the English feudal system. It appears reasonable to suppose, therefore, that the title of "lordship" must have been abominable to the people.

The Van Cortlandts, abreast of the democratic proclivities of the inhabitants, never pretended to the title of lordship. Stephanus Van Cortlandt, the so-called "first lord" of the manor was happy with calling himself a "merchant by occupation" in his will.[49] So did his

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[48]Richard Nicolls to the Earl of Clarendon, April 1, 1666, NYHS. Coll., II, p. 119; Governor George Clinton to the Lords of Trade, November 30, 1745, and also to the Duke of Bedford, December 13, 1750, N. Y. Col. Doc., VI, pp. 287, 602-03.

[49]Stephanus Van Cortlandt's will, MCNY.

surviving oldest son Philip, the "second lord." Philip's eldest son Stephen Van Cortlandt of New York was not even in a position to care about his title to the lordship, for he had only three farms--about 600 acres--on the manor.[50] Pierre, Philip's youngest son, who in 1746 received from his father the largest amount of the manor land and took charge of the manor affairs after 1749, rightly called himself a "shop-keeper" in 1753 in a deed dealing with land in the manor.[51] In fact, Pierre did not inherit the title of lordship simply because of his being the youngest son of Philip, nor did Philip give him such a title. If Pierre ever used the title, it was an act of usurpation on his part. Moreover, nowhere in his record is any evidence that he ever assumed the lordship. Yet, strangely enough some historians later granted Pierre the "shop-keeper" the lordship by calling him "lord of the Manor of Cortlandt."![52]

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[50]Philip Van Cortlandt's will dated August 11, 1746, V1837, SHRL; NYHS. Coll., XXVIII, pp. 202-03.

[51]Partition Deeds, December 13 and 14, 1753, V1704, SHRL.

[52]See Spaulding, New York in the Critical Period, p. 73; Rensen J. Lessing, Hours with the Living Men and Women of the Revolution (New York, 1889), p. 34. If there was anyone who would be entitled to the title of lordship, he was Philip Van Cortlandt, the eldest son of Stephen Van Cortlandt of New York, Pierre's older brother. Philip, however, never called himself "lord of the manor."

Thus the institutional aspect of the manor lordship was destroyed and its privilege of representation in the General Assembly was taken over by the manor freeholders. At the same time that the theoretical basis of lordship on the manor was being destroyed, the manor itself was disintegrated as a result of its partition and subsequent settlement.

CHAPTER IV

SETTLEMENT AND DISINTEGRATION

The settlement of the Manor of Cortlandt, like most large manors, was quite slow until its first partition among the heirs of Stephanus Van Cortlandt in 1732. When the founder of the manor died in 1700, there were only several farmers whom he settled at "his great charge" before the manor patent was granted.[1]

Terms or agreements with the settlers which Van Cortlandt tersely mentioned in his will are so vague that we are unable to identify positively their status. His will simply ordered his executrix, his eldest son, and overseers of his children to observe this agreement with the settlers "according to the true intent and meaning thereof."[2] It is, however, highly probable that Stephanus either let the people settle and live upon his land without "Vry" (charge),[3] as his neighbor Frederick

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[1]Calendar of land papers, Mss., NYSL., II, p. 245.

[2]The will of Stephanus Van Cortlandt, MCNY.

[3]The Rev. David Cole, trans. and ed., First Record Book of the "Old Dutch Church of Sleepy Hollow" organized in 1697 (Yonkers, 1901), p. 5.

Philipse did or made an outright grant in fee simple to them in return for their improving the land. In the latter case, there is, for example, a quit-claim deed made in 1713 by Antie Van Texell and others to Gertruyd Van Cortlandt, executrix of Stephanus, that clearly indicates that Antie's husband, John Cornelieus Van Texell, owned land of 200 acres in Verplanck's Point in the manor before 1700.[4] Van Texell's title to the land is unquestionable, for the price of the land (£200 for 200 acres) in the quit-claim was too high to suspect that the quit-claim was a reversion of a lease to the landlord.

The reason Stephanus offered such generous terms for the settlement is not difficult to explain. Throughout the colonial history of New York, the security of the frontiers against hostile French and Indians was the most compelling concern of her governors. The consensus was that the Hudson River Valley was an extremely important strategic area to be defended. Its logical imperative was the settlement of people upon the lands along the river, which, the governors believed, would strengthen the security of the frontiers. It is also to be noted that the settlement of the land meant both increasing economic prosperity for the province and widening sources of income for the government. Thus, the people, who were interested

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[4]Quit-claim Deed from Antie Van Texell, et al. to Gertruyd Van Cortlandt, V2187, SHRL.

in obtaining land along the river, found it desirable to harp on the theme of security in their application to the government of the land.[5] It was from this consideration that Stephanus, too, in his application for the manor patent, laid particular emphasis on the fact that he had settled several farmers on his land "at great expense." As noted in the second chapter of this study, however, it was very difficult, if not impossible, to find a tenant to work on his land. For this reason, the landlord gladly welcomed practically anybody to make a home on his land, even "intruders."[6] Under these circumstances, the recourse open for the landlord was to offer such liberal terms as the way to induce the people to settle.

According to the census of 1712, that is, fifteen years after the establishment of the manor, there were only 91 inhabitants including four Negro slaves on the

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[5]Petition of Caleb Heathcote and Augustin Graham for a grant of land upon the Hudson River, February 20, 1696, Calendar of Colonial Mss., XL, p. 132, NYSL; Governor Benjamin Fletcher's answer to the charges against his extravagant grants, December 24, 1698, N. Y. Col. Doc., IV, pp. 447-48; Peter Van Brugh Livingston to Samuel Stork, 1735 (n.d.), Miscellaneous Manuscripts, V, p. 164; Stork to the Privy Council, 1735?, V, p. 175, NYSL.

[6]A testimony of John Watts to the memorial of Frederick Philipse, The American Loyalists, transcripts of Audit Office Rolls, 12/19, vol. 41, pp. 596-600, NYPL. This will be referred to as the Loyalist Papers.

manor of 86,000 acres.[7] If the thirty-two inhabitants in Rykes Patent, which was within the manor jurisdiction until 1770,[8] are included the total population would be 123. The population of Westchester County was 2,815.[9] Thus, the combined population of the manor and Rykes Patent represented a little more than four percent of the county at the time. Considering the size of the manor, which comprised twenty-eight percent of the county territory, the manor population was very small.

The settlement on the manor then, seems to have been concentrated in the small strip of land in Verplanck's Point and its adjacent areas along the Hudson. The rest was left unimproved. The small villages that

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[7] Doc. Hist. N. Y., III, p. 574.

[8] The so-called Rykes Patent of 1800 acres was granted by Thomas Dongan to Tunis Dekay and his associates, namely, Richard, Abramsen, Jacob Abramsen, Sybout Harchie, Jacob Harchie, and Samuel Dekay, all of New York City, on December 23, 1685. Later, the patent passed by purchase to Hercules Lent and Hercules Syboutse Krankhyte in 1715. The patent was located near Verplanck's Point in the manor. See Deed Book Aber A, pp. 189, 195-96; Aber G, pp. 154, 157, WCCO. In January, 1770, the patent was separated from the manor, and became an administrative unit as a town with its own supervisor. See The Colonial Laws, V, pp. 114-15.

[9] The extent of the county before the Bronx was annexed to New York City was 307,200 acres. See Robert Borton, The History of Several Towns, Manors and The Patents of the County of Westchester, 2 vols. (New York, 1905), I, p. 38.

clustered around the extreme northwestern part of the county were so peaceful and calm that Caleb Heathcote, a renowned resident of the county, failed to mention the manor settlement in his letter to the Secretary of Society for Propagation of Gospel in 1705. "There being," he said, "besides a settlement belonging to Col. Morris, and another to Mr. Phillips, and mine, not any that belong to particular men of any great value in the county."[10] Illustrative of the sparse settlement of the manor was the fact that there were no decent highways in the manor that connected its various sections except possibly along the Hudson. A series of laws enacted in 1713, 1721, and 1728 concerning the laying out of county public roads even omitted the manor.[11]

Several fragmentary records provide a glimpse of the people who settled on the manor before 1732. However, because of the total absence of written contracts between the settlers and proprietors, it is impossible to establish the exact lease terms of those who moved to the manor after the death of Stephanus Van Cortlandt. Based on their records of serving various public offices of constable, collector, and assessor which required at

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[10] Doc. Hist. N. Y., III, p. 83.

[11] The Colonial Laws, vol. I, pp. 795-96; vol. II, pp. 68, pp. 446-67.

least a life-term lease-hold to the value of £40, the most reasonable presumption is that most of the settlers on the manor during this period were at least tenants "for life."[12] Here, the list of the manor officials from 1712 to 1723 is very helpful in understanding the manor conditions.[13]

the year served	name	office
1712	Francis Besley	Constable
1713	Samuel Brewer	Constable
1714	Jacob Gardiner	Constable
1714	Abraham Amburgh	Assessor
1714	William Van Tassel	Assessor
1714	John Lent	Collector
1715	Samuel Brewer	Assessor
1715	Francis Besley	Assessor
1715	William Taylor	Collector
1715	Jacob Gardiner	Constable
1716	Hannus Brewer	Constable
1716	Sebout Krankhyt	Assessor
1716	John Besley	Assessor
1716	Abraham Lent	Collector
1718	John Besley	Constable
1719	John Besley	Constable
1719	William Hendrickson	Assessor
1719	Abraham Lent	Assessor
1719	Samuel Brewer	Collector
1720	John Besley	Constable
1720	Crankheight	Assessor
1720	Peter Williams	Assessor
1720	Hendrick Brewer	Collector
1721	Hendrick Cambrough	Constable
1721	Jacob Krankhyt	Assessor
1721	Matice Brewer	Assessor
1721	Albert Lent	Collector

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[12]"An Act for the more regular proceedings in the Elections of Representative for the several Cities and Counties within this Province," passed on October 18, 1701, The Colonial Laws, I, pp. 452-54.

[13]Deed Book Aber D., pp. 17, 25, 37, 42-43, 49, 58, 78-79, 83, 88, 99, 108-09, 137, WCCO.

the year served	name	office
1722	Sybout Krankhyt, Jr.	Constable
1722	John Lent	Assessor
1722	Nicholas Heliker	Assessor
1722	William Teller	Collector
1723	Sybout Krankhyt, Jr.	Constable
1723	Peter Hansen	Assessor
1723	Elias Conklin	Collector

The above list indicates that the offices were occupied by 15 families in rotation. The Besleys, for example, occupied the various offices successively from 1712 to 1720; and the Brewers from 1712 to 1721. In view of the limited number of manor inhabitants, such a rotation of offices was perhaps inevitable.

The importance of this list lies in the number of identifiable tenants of the Van Cortlandt Manor. The 1723-1731 account books of the estate of Gertruyd Van Cortlandt, widow of Stephanus, show that Samuel Brewer, John Besley, Abraham Lent, Jacob Gardiner, Jacob Krankhyt, Hendrick Brewer, and William Van Tassel were tenants of Van Cortlandt because they paid rents for their leases.[14] The rest of the men on the list were either their relatives or tenants who were not yet entered in the widow's account. It is to be noted that all the Krankhyts and the Lents were from the Rykes Patent, and their fathers were the proprietors of that

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[14] Account Book of Estate of Gertruyd Van Cortlandt, 1726-1740, NYPL; Account Books of Gertruyd Beekman (Mrs. Henry; original title is A Book of the Estate for Geertry'd Van Cortland alias Beekman,), V-2302-V2303, SHRL.

patent. There were several more tenants who do not appear in the list of the manor officers; they were Cornelis Janse Van Tessel, Cornelis Akerson (Akerman?), Harme Montross, Johannis Van Lent, Jan Cruijn, and Hendrick Lent.[15] Montross was a non-resident tenant, for he was shown as a resident of the Manor of Philipsburgh in 1726. All in all, the evidence supports the supposition that there were some twenty families working on the manor land until 1732. However, the extent of their leased land cannot be established.[16]

The slowness of settlement was due primarily to reluctance on the part of the settlers to work as tenants on others' land. There was no occasion in this early period of the Colony that compelled the people to tenantize themselves in a county where they could easily obtain freeholds.[17] Even if they could not find land of their own in New York, they could cross the colony line to the western colonies, New Jersey and Pennsylvania,

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[15] Account Book of Estate of Geertruyd Cortlandt, NYPL.

[16] Most of them appear in the roster of the Reformed Dutch Church of Tarrytown which was established in 1697. In view of this fact, it can be said that they were of Dutch extraction. See Cole, ed., First Record Book of the Old Church of Sleepy Hollow, pp. 9-10.

[17] Governor Hunter to the Lords of Trade, N. Y. Col. Doc., V, pp. 179-80.

where they were enthusiastically welcomed. It was not the New York York governors' senility which caused them to worry about the prospect of their province becoming depopulated. The prospect was real because of the constant westward migration of young people from the colony who felt cramped at home.[18] For the restlessness of the youth, and their loss to the neighboring colonies, Governor Hunter blamed the large landowners' "vain hopes of getting tenants."[19] The fact that Philip Van Cortlandt, head of the Van Cortlandt family, willingly settled some of the Palatines in the manor in 1717 proves that the delay in the settlement of the manor was not caused by a proprietory aversion to the improvement of their domain.[20] It further demonstrates that the manor proprietors also indulged in widespread "vain hopes."

A comparison of population figures between the

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[18]Lord Cornbury to the Board of Trade, July 1, 1708, Ibid., p. 56.

[19]Hunter to the Lords of Trade, November 12, 1715, Ibid., p. 459; Bellomont to the Lords of Trade, November 28, 1700, Ibid., IV, p. 791; Calwallader Colden to Secretary Popple, December 4, 1726, Ibid., pp. 805-06.

[20]Philip Van Cortlandt to Gulian Verplanck, October 21, 1717, Letter Book of Philip Van Cortlandt, NYHS, p. 156.

various towns and the manor dramatically illustrates the reason for delay in the settlement of the latter. The lands in the former were held in freehold, the latter in leasehold. The township of Bedford, with 23,000 acres of land had 172 inhabitants, almost twice as many inhabitants as the manor, in 1712.[21] The other towns presented a far more striking contrast with the manor in terms of population density; Westchester had 572 on its less than 7,000 acres;[22] Rye on 4,500 acres;[23] Eastchester 300 on 5,000 acres.[24] These are but several examples that show the early settlers' tendency to avoid dependence upon leasehold for their livelihood.

Another factor that discouraged the manor settlement was that the manor had not partitioned for more than thirty years after the death of Stephanus Van Cortlandt. Tenancy in common that characterized the titles of the heirs of Stephanus to the undivided manor posed some problems not only for the proprietors but also

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[21]Patent to Bedford Township, April 8, 1704, Patent Book 7, p. 271, OSS; V219, SHRL.

[22]Patent Book 6, p. 101, OSS.

[23]Patent Book 8, p. 391, OSS.

[24]Patent Book 7, p. 328, OSS.

for the prospective settlers of the manor. On the proprietory side, the mere fact of common ownership of the manor reduced the incentive for making a vigorous effort to settle tenants. If any tenant in common, either for profit or for support of his family, should settle by himself or hire tenants on the manor, benefits accruing from his improvement or a settlement went as much to the one who did not improve it as to the one who did.[25] For the potential tenant settlers, tenancy in common on the part of the manor proprietors meant uncertainty as to the lease terms. For none of the proprietors of the manor was in a position to assure the tenants that the lease would last longer than the time of the manor partition.[26] The uncertainty of the lease tenure thus compelled potential tenants to avoid the undivided manor.

That the undivided status of the manor was in no

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[25] The Colonial Laws, II, pp. 868-70. As for the records of Colonial legislation on the problem of partition (of land) in joint tenancy or tenant in common, see Ibid., I, pp. 633-36, 882, 1006; Lords of Trade to the Lords Justices, June 19, 1719, N. Y. Col. Doc., V, p. 527; V, pp. 529-30; Governor William Burnet to the Lords of Trade, November 30, 1721 and December 20, 1726, Ibid., V, pp. 644, 648, 812. As for the fate of the acts concerning the partition of land held in tenant in common or joint tenancy, see Ibid., V, pp. 843-44.

[26] Even the priority of choosing each share of the manor land was not so certain until the devisees of Stephanus Van Cortlandt entered into an agreement in 1730. See Cortlandt Manor Papers, NYHS.

small part responsible for the delay in the settlement is strikingly clear when the population of the Cortlandt Manor is compared with its much smaller neighbor, Philipsburgh Manor. The latter, despite being one fourth the size of the Manor of Cortlandt,[27] had 348 tenants in 1712--almost four times the number on Cortlandt's.[28] The relatively rapid improvement of the Philipsburgh vis-à-vis the Manor of Cortlandt before 1712 might be explained by the fact that the former had not gone through the status of "tenants in common."[29]

What, then, caused such a long delay in the partition and the settlement of the manor? Unfortunately there is no ready explanatory evidence on this matter. The will of Stephanus Van Cortlandt ordered his wife, Gertruyd, as the sole executrix to maintain and educate his children until they reached the legal age of twenty-one or they married. So it can be reasonably expected that she kept all the estates of her husband in her

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[27]PRO, American Office (AO) 12, 88, p. 306, on microfilm, SHRL.

[28]Doc. Hist. N. Y., III, p. 574.

[29]One might argue that the location of the Philipsburgh Manor, which was a little closer to New York City than the Manor of Cortlandt, was accountable for the former's quick settlement. But, in view of the dense settlement in the other towns in the County north of the Philipsburgh Manor, this geographical factor did not seem to have played much of a part in the slow settlement of the Manor of Cortlandt.

hands until when their last child, Cornelia, became of age.[30] However, the question of why the heirs of Stephanus postponed the partition even after Cornelia's coming of age still remains to be answered.

The will of Gertruyd Van Cortlandt, who died in 1723, did not specify the time when the manor should be divided.[31] But it is not totally impossible to guess what would have discouraged the early partition. On June 15, 1728, Philip Van Cortlandt on behalf of his brothers and sister applied to Governor Montgomerie for a warrant directing the surveyor-general of the province to survey the real estate of his parents. Such a warrant was a necessary step for the division of the estates. Philip said in the application that all the devisees of the estates "coming of age have agreed to make partition. . . of the said lands pursuant to the will" of their father.[32] It is significant that the application was made only two years after Gertruyde, fourth daughter of Stephanus, married Colonel Henry Beekman as his second wife; although she was thirty-eight years old

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[30] New York Gen. & Bio. Rec., V, pp. 70-72.

[31] Mrs. Gertruyd Van Cortlandt's will, December 16, 1718, NYHS. Coll., XXVI, p. 457.

[32] Philip Van Cortlandt's petition to the Governor, Calendar of Land Papers, Mss., X, p. 66, NYSL.

at her marriage, she was the last one of the sisters to give up her maiden name.[33] It is quite probable that the Van Cortlandt devisees had felt it expedient to wait until every one of the sisters got married.

The warrant for the survey of the manor and other estates as described in Philip's application was quickly granted by Governor Montgomerie. On November 13, 1730, the children of Stephanus Van Cortlandt and devisees drew up articles of agreement, among other things, for the division of the manor.[34] The articles provided that the manor be partitioned in ten equally valuable parts for each of the ten parties (reckoning each of the sisters and their husbands as one party). They also agreed that Philip Van Cortlandt be given the first choice of the ten equal shares; and Stephen Van Cortlandt of New Jersey, the second surviving son of Stephanus, the second choice. This was done, because Philip Ver Planck and his wife, Gertruyd, the only daughter of Johannes Van Cortlandt (the eldest son of Stephanus), voluntarily forsook "in consideration of severall condescention made in their favor by the other

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[33] New York Gen. & Bio. Rec., V, pp. 70-72.

[34] The articles of agreements were made a day after they conveyed the estates in Rahway, New Jersey, to Stephen Van Cortlandt. Cortlandt Manor Papers, NYHS; Van Cortlandt Family Papers, Case for Oversized Mss., 1730, NYHS.

parties," the right of the first choice given to their father by the will of their grandfather. The articles further stipulated that Philip Ver Planck be appointed as the surveyor and appraiser, and Danis Purdy and Samuel Purdy as their disinterested appraisers of each share of the manor.

Thus, in 1732, the land of the manor north of the Croton River was surveyed and divided into 30 lots. And this survey was followed by an appraisal of each lot. By the end of May, 1733, the survey and appraisal of ten more lots southeast of the river and west side of the "pretended" bounds of the Bedford Township were returned. The lots and their value as distributed from 1732 to 1734 among the heirs were as follows:[35]

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[35]Deed of Partition for the Schuylers, Mss., No. 12248; for the Beekmans, Cortlandt Manor Papers, NYHS; for Stephen Van Cortlandt, Case for Oversized Mss., NYHS; for the Skinners, Van Cortlandt Papers, V58, V222, SHRL and Case for Oversized Mss., NYHS; "Estimate of the Value in the Manor of Cortlandt, 1733," Van Cortlandt-Van Wyck Papers, 1716-1819, NYPL; "The Return of 10 lots in the South part of the Manor of C. on the south side of Grooten's (Croton) River. . .," May, July, 1733, V2193, SHRL; "Lotts Drawn by Ger. Beekman 1/10 Manor Cortlandt 1732," V2066, SHRL; Samuel Bayard to Mrs. Gertruyd Beekman, February 12, 1733/4 and July 5, 1734, V2100, SHRL.

Name	Lot	Acreage	Value in 1733-34 (Pound)
Philip Van Cortlandt	North Great Lot No. 6	3968	480
	South Great Lot No. 1	2225	195
	Front Lot No. 1 Lot south of the Croton	1255	300
		562	330
		7210	1305
Stephen Van Cortlandt	South Great Lot No. 6	2760	383
	South Great Lot No. 7	2660	375
	Front Lot No. 4	1474*	214
	Lot South of the	686	200
	Croton No. 4	7580	1172
Philip Ver Planck	South Great Lot No. 2	2995	345
	South Great Lot No. 3	2904	413
	Front Lot No. 2 Lot south of the	932	215
	Croton No. 5	854	260
		7685	1233
John Miln	North Great Lot No. 8	3696	450
	North Great Lot No. 2	2784	300
	Front Lot No. 5	1234	238
	Lot south of the	531	280
	Croton No. 10	8245	1268
William Skinner	South Great Lot No. 4	3712	675
	South Great Lot	2565	156
	Front Lot No. 3	1886	120
	Lot south of the	852	255
	Croton No. 7	9015	1206
Stephen DeLancey	North Great Lot No. 10	3273	210
	South Great Lot No. 5	2932	555
	Front Lot No. 6	1172	234
	Lot south of the	912	290
	Croton No. 9	8289	1289

Name	Lot	Acreage	Value in 1733-34 (Pound)
Andrew Johnston	North Great Lot No. 7	3695	310
	North Great Lot No. 1	4095	339
	Front Lot No. 9	1233	240
	Lot south of the Croton No. 2	586	270
		9609	1189
Samuel Bayard	North Great Lot No. 5	3560	?
	South Great Lot No. 9	2811	?
	Front Lot No. 7	1027	?
	Lot south of the Croton No. 3	604	290
		8002	?
John Schuyler	North Great Lot No. 9	3696	225
	North Great Lot No. 4	2860	575
	Front Lot No. 8	808	210
	Lot south of the Croton No. 6	852	250
		8216	1260
Henry Beekman	North Great Lot No. 3	2904	596
	South Great Lot No. 8	2394	106
	Front Lot No. 10	2764	210
	Lot south of the Croton No. 8	689	285
		8751	1197

*Stephen's son Philip later corrected the acreage of the Front Lot No. 4 to be 1447 acres. (Letter from Philip Van Cortlandt to General Pierre Van Cortlandt, Jr., March 17, 1823, Van Cortlandt Papers, SHRL, V1855).

Excluded from the survey and division were Verplanck's Point of 915 acres that belonged to the heir of Johannes Van Cortlandt according to the will of Stephanus; Sarah's Point; and a tract east of Bedford township; In the latter two cases, the titles and boundaries were

disputed by other claimants.[36] The decision not to include the disputed lands was made in 1730 when the devisees of the Van Cortlandt Manor entered into an agreement of the partition.

Then, in December, 1753, twenty years after the second division of the manor, the ramified heirs of Stephanus Van Cortlandt, now numbering twenty-one, arranged a deed of trust. By this new arrangement they conveyed all the disputed and thus undivided land, in trust, to John Watts, John Van Cortlandt, and Oliver

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[36] An entry on November 5, 1731 in the account book of the estate of Gertruyd Van Cortlandt shows that the Van Cortlandt family bought a copy of the Bedford patent for £1.8s. The purchase of the Bedford title was, without doubt, to ascertain and investigate the disputed area between Bedford and the manor. See Account Book of Estate of Geertruyd Van Cortlandt, 1726-1740, NYPL. The Van Cortlandts had also a dispute with the Oblong patent of 50,000 acres that was granted to Thomas Hyat and others on June 8, 1731 after the final boundary settlement between New York and Connecticut. Patent Book 2, p. 4, OSS. Although the Van Cortlandt's rejected the title of the Oblong that gnawed away at the eastern boundary of the manor, they could not do anything about it. See Deed of Nine parties to William Skinner, October 27, 1732, case for Oversized Mss. NYHS. The devisees of the Van Cortlandt were challenged by the Patentees of the Croton River in 1733. But the dispute seems to have subsided after some exchange of sharp notice and rebutals between the parties through a newspaper. The New York Gazette, July 23 to July 30, August 27 to September 3, September 3 to 10, September 10 to 17, 1733.

DeLancey.[37] The agreement was made with an intention that the trustees should recover the disputed land through legal proceeding and divide the proceeds from the sale of the land so to be recovered. The The trustees also would have a complete discretional

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[37]Deed Book 16, pp. 289-93, OSS. The twenty-one parties to the deed were as follows:
Stephen Van Cortlandt of Second River in Essex County in New Jersey,
John Miln,
Henry Beekman of New York City,
William Skinner of Perth Amboy, New Jersey, husband of Elizabeth (Van Cortlandt),
Andrew Johnston, husband of Catherine Van Cortlandt and a Speaker of the New Jersey Assembly,
Cornelia Schuyler, widow of John Schuyler,
Stephen Bayard of Bergen in New Jersey, son of Samuel Bayard,
Nicholas Bayard,
Peter Kemble of Mount Kemble, Morris County, New Jersey, husband of the second daughter of Samuel Bayard,
James Van Horne,
James DeLancey of New York City, son of Stephen DeLancey,
Peter DeLancey of Westchester, son of Stephen DeLancey,
Nicholas Van Dam,
William Cockcroft,
Stephen Van Cortlandt of New York City, the eldest son of Philip Van Cortlandt,
Pierre Van Cortlandt of the Manor of Cortlandt, storekeeper, the youngest son of Philip,
John Watts, merchant in New York City, husband of Anne, daughter of Stephen DeLancey,
John Van Cortlandt, merchant in New York City, son of Stephanus Van Cortlandt of Second River in New Jersey,
Oliver DeLancey, merchant in New York City, son of Stephen DeLancey,
Susannah Warren, daughter of Stephen DeLancey and wife of Sir Peter Warren of England,
Source: The Deed of Trust, dated November 14, 1753, Deed Book 16, pp. 289-96, OSS.

power to settle such problems as trespass and boundary controversy by arbitration or ejectment. In a word, the trustees became the watchdogs of the manor interests.

The partition of the manor, though incomplete, removed one of the impediments that had stood in the way of its settlement: uncertainty of titles to the manorial land was done, making the heirs of Stephanus Van Cortlandt absolutely sure of their respective shares. Some of the new landlords soon began to sell a part of their inherited land and others chose to lease; or sometimes they did both. As will be shown later in detail, the landlords' offer of very liberal lease terms, such as a relatively small cash-rent for a large tract of land, a long and secure tenure, a long no-rent period for the sole purpose of improving the land, a repeal of a day's work (corvee) and fowls to attract settlers to their land in no small part facilitated the conversion of the manor into a prosperous farming community. In fact, the liberalization of the lease terms as an economic necessity mollified the general aversion of people to become tenants. However, there was no better way to effect the manor settlement than the outright alienation of land by sales.

Beginning with the sale of 1,886 acres of land by William Skinner to Joseph Conklin and John Baisley, Jr. in 1736,[38] as Table II on the following pages show, until 1776

approximately 41,646 acres of land, nearly half of the manor, were conveyed in fee simple by eight of the ten original devisees and their descendants, of the estate of Stephanus Van Cortlandt to different people. More specifically, the Johnstons sold about 8,972 acres, 93% of their share; the Schuylers 6,106 acres, 74%; Philip Van Cortlandt 6,249 acres, 87%; the Skinners 4,334 acres, 48%; the Bayards 5,273 acres, 65%; the DeLanceys 4,057 acres, 49%; the Ver Plancks 4,653 acres,[39] 60%; Stephen Van Cortlandt 2,000 acres,[40] 28%. Material concerning the disposition of land by the Milns of Albany

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[38]Deed of sale, William Skinner to Joseph Conklin and John Baisley, Jr., May 21, 1736, Van Cortlandt-Van Wyck Papers, Misc. Land Papers, Box 1, NYPL.

[39]This figure is based on the will of Philip Ver Planck dated October 23, 1767. Identity of purchases of his land is, however, unknown. NYHS. Coll., XXI, p. 459.

[40]Again the figure is derived from a deed struck by the heirs of Stephen Van Cortlandt concerning the nine farms (1703) out of twenty-one farms in the manor of which Stephen died seized in fee simple. According to the deed, the size of the average farm was 243 acres. If we multiply 243 acres by 21 to size up the amount of land, Stephen had approximately 5103 acres of land at the time of his death out of 7580 acres that he had inherited. This means that Stephen sold in his life time, allowing for roads and other public appropriations, at least some 2000 acres of land. See Partition Deed among Philip Van Cortlandt, Johanna Van Cortlandt, and John Van Cortlandt, August 20, 1791, Deed Book 23, pp. 247-50, OSS. The two known deeds of sale contracted by Stephen seem to support the figure; One deed to Samuel and Joseph Wilson of 276 acres in 1753, the other, together with Oliver DeLancey et. al., to Peter Hasenclever of 1570¾ in 1764. Deed Book Aber H, pp. 407-501, WCCO; Deed Book 18, pp. 59-65, OSS.

New York, is unavailable.[41] On the other hand, the Beekmans kept their entire manor estates by leasing them until the death of Gertruyd Beekman (Van Cortlandt) in 1777.[42] At any rate, out of 63,606 acres of land initially owned by these eight families, over 65% of it was sold.

Yet some of the land sold went into the hands of their own relatives. For instance, Oliver DeLancey, son of Stephen DeLancey bought 1,200 acres from his uncle Philip Van Cortlandt's estate in 1757.[43] A year later, Pierre Van Cortlandt, in addition to his small inheritance of the manor land, acquired 3,138 acres more from his father, Philip's estate.[44] Sometime in 1740 John Schuyler conveyed 3,696 acres to his brother-in-law, Stephen DeLancey. Gertruyd Beekman expanded her estate

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[41] All we know about the Milns with regard to land transaction is that they sold Front Lot. No. 5 (1234) to Samuel Bayard soon after the partition of the manor. See Lease, Samuel Bayard to John Lent, May 1, 1733, Bayard-Campbell-Pearsall Land Papers, NYPL.

[42] The will of Gertruyd Beekman, February 20, 1776, Mss., No. 12695, NYSL.

[43] "The Estate of Father Philip Van Cortlandt," V1837, SHRL; "Minutes of the estate of Philip and Stephen Van Cortlandt Esqrs. dec'd," BV, Sec., NYHS.

[44] "Paper Belonging to the Lieutenant Governor, 1757-1758," V1836, SHRL.

Table 2.--Land Transactions between the Original Proprietors and Settlers in the Manor, 1733-1776

A. The Andrew Johnston's estate

Purchaser	Original Home of Buyer	Status	Purchase Year	Acreage	Price Paid
Gertrude Beekman	N. Y. City	Landlord	1739	340	?
Peter Burr	M.C.*	Yeoman	1742		
Ephraim Hayward	"	"	"		
Zachariah Hubbell	"	"	"		
Isaiah Wood	"	"	"		
Adorian Treadwell	"	"	"	5,135**	2,619.4.5
Simon Dackin	Dutches County				
Elisha Johnson	"	"	"		
Caleb Hall	Mass.	"	"		
Caleb Hall	M.C.	"	1745		
Pelatia Haws	"	"	"	335	167.10.0
Joseph Travis	"	Tenant	1748	121½	121.0.0
Caleb Hall	"	Yeoman	"	115	115.0.0
Eleazer Yeomans	"	Tenant	1748-60	326	500.15.0
Richard Curry	Dutches County	Yeoman	1750-53	432¼	475.0.0
Israel Kniffem	M.C.	"	?	202	225.0.0
Joseph Lee	"	Tenant	1753	102	132.0.0
Jeremiah Drake	"	"	1756	134	268.0.0
James Lent	"	Yeoman	1760	88	200.0.0
Hackaliah Brown	"	"	1762-72	342½	691.11.0
John Seeley	Conn.	"	1763	210	500.0.0
Levi Baily	M.C.	Tenant	1773	318¾	832.10.0
Patrick Cumins	"	"	c.1775	303¼	?
John Greens	N. Castle	Yeoman	1772	229¾	?
Peter Corne	M.C.	?	1773	202	
				8,972	

* M.C. is the abbreviation for the Manor of Cortlandt.
** In 1743, Ephraim Hayard, Zachariah Hubbell, Isaiah Wood, Adorian Treadwell, Simon Dackin, and Elisha Johnson surrendered their shares to Peter Burr and Caleb Hall for £1,700. Two years later, Peter Burr conveyed his moity to Pelatia Haws for £1,300.

Sources: Deed Book Aber G, pp. 359-61, 401, 402, 403, Aber H, pp. 171-81, 342-43, 344-45, 376-78, 425-26, 427-28, Aber I, pp. 66-7, 70-2, 179-80, 210-11, Aber K, pp. 8-9, 21-2, 284-86, WCCO; Deed Book 14, pp. 293-94, OSS; V1644, V2066, SHRL; Mss., 12695 (4), NYSL.

B. The John Schuyler's estate

Stephen DeLancey	N. Y. City	Gentleman	1762	3,696	?
David Travis	M.C.	Tenant	1766	215	433.5.0
Jeremiah Travis	"	"	"	192	384.0.0
James Guion	"	Yeoman	1767	190	380.0.0
Frances Lent	"	"	1768	200	900.0.0
Hendrick Lent	Rykes Patent	Tenant	"	300	750.0.0
Andrew Gerow	M.C.	Tenant	"	109	196.4.0
Aaron Forman	"	"	"	205	404.0.0
Aaron Forman	"	"	c.1768	111	?
Joseph Lyons	"	"	1768	203	403.0.0
Jacob Underhill	"	"	1769	220	410.0.0
John Lee	"	Yeoman	1773	c.200	436.10.0
John Petrue	"	"	1765	260	525.7.0
David Becker	"	"	1766	5	17.0.0
				6,106	

Sources: Deed Book Aber H, pp. 232-34, 448-49, 449-51, Aber K, 246-47, WCCO; Deed Book 19, p. 110, OSS; Schuyler Papers, Box 10, 19, 23, NYPL; Schuyler Papers, SHRL.

C. The Philip Van Cortlandt's Estate

Henry Scott	M.C.	Tenant	1757	480	819.8.0
John Tomkins	M.P.*	"	"	241	361.10.0
Cornright Briggs	M.C.	"	1758	125	450.0.0
Samuel Fields	"	"	"	125	450.0.0
John Duncan	Schenectady	Gentleman	1757	500	590.0.0
Oliver DeLancey	Conn.	"	"	1,200	1,719,7.0
Moses Knapp	M.C.	Tenant	1759	250	525.0.0
James Russel, Jr.	"	?	1760	100	?
Pierre Van Cortlandt	"	Shop-keeper	1758-62	3,138	1,197.10.0
David Weeks	"	Miller	1761	100	?
				6,249	

* M. P. is the abbreviation for the Manor of Philipsburgh.

Sources: Van Cortlandt-Van Wyck Papers, Miscellaneous Land Papers, Box 1, NYPL; Van Cortlandt Papers, NYHS; "Minutes of the estate of Philip & Stephen Van Cortlandt Esqrs decd, 1760," by Philip Van Cortlandt, NYHS; Deed Book Aber K, pp. 250-52, WCCO.

D. The William Skinner's Estate

John Beasley, Jr.	M.C.	Tenant	1736		
Joseph Conklin	"	"	"	1,886	360.0.0
Harmanus Gardenier	"	"	c.1737	c.400	?
Daniel Gerow	New Rochelle	Yeoman	1755	200	250.0.0
John Pinkney	M.C.	Tenant	1765	123½	339.12.6
Michael Michael	"	"	"	219½	811.2.6
Seth Whitney	"	"	1765-68	246	671.9.2
John Veal	"	"	1765	233¾	818.2.6
John Travis	"	"	"	127	?
John Bowton	?	Yeoman	1770	314	314.0.0
Gilbert Drake	M. P.	Tenant	1767	204	700.0.0

Joseph Strang	M.C.	Tenant	1767	76	296.3.4
Ezekiel Hawley	"	Yeoman	1772	58	58.0.0
John Ambler	"	"	1773	136	314.5.0
Thaddeus Weed	"	?	1775	110	354.0.0
				4,334½	

Sources: Van Cortlandt-Van Wyck Papers, Misc. Land Papers, Box 1, NYPL; Deed Book Aber G, pp. 223-24, 596-97, 599-600, 601-02, 602-04, 663-64, Aber H, 266-69, 563-65, Aber I, pp. 115-16, 368-69, WCCO; Deed Book 18, pp. 142-46, 455-56, OSS; Whitney-Kipp Family Papers, NYHS; Whitney Papers, NYHS; Cortlandt Manor Papers, NYHS; V1681, SHRL; The New York Gazette and the Weekly Mercury, October 31, 1768.

E. The Samuel Bayard's Estate

Samuel Brown	Rye	Yeoman	1743	c.1,000	392.0.0
Hackaliah Brown	"	"	1743-60	c.600	c.300.0.0
John Gedney	Manor of Scarsdale	"	1743	608½	160.0.0
James Woods	N. Y. City	"	"	120	?
Thomas Smith	M.C.	Carpenter	1760	167	250.10.0
Nathaniel Newman, Jr.	Westchester County	?	1760	113	118.17.1½
Joseph Benedict	M.C.	Tenant	"	454½	500.10.0
Benjamin Griffin	Westchester County	Yeoman	"	106	131.0.0
Jacob Newman	"	"	"	114	139.6.1½
Jonathan Brown	"	"	"	c.1,000	1,073.18.6
Lewis Palmer	M.C.	Tenant	1765	162	?
Thomas Thorn	"	"	1761	50	?
Thomas Barker	"	"	1771	300	?
John Leverick	"	Cooper	1773	106	341.5.0
Abraham Wright	"	Tenant	1774	100	?
Joseph Ogden	"	"	1775	15	?
William and Hendrick Lent	"	Tenant	1771	111	?
James Van Horne	N. Y. City	Merchant	1743?	116	?
				5,273	

Sources: Deed Book Aber G, pp. 312-13, 477-78, 693-95, Aber H, pp. 106-08, 277-80, 320-25, 481-83, Aber I, pp. 36-37, WCCO; Bayard-Campbell-Pearsall Land Papers, NYPL; Philip Van Cortlandt (son of Pierre) to William Bayard, November 8, 1773 and April 10, 1773, Nicholas Bayard Papers, NYHS; "Droughts of Front Lot No. 5," Cortland Manor Papers, NYHS; Book of Wills B, pp. 295-98, Westchester County Surrogate Office; Van Cortlandt-Van Wyck Papers, Misc. Land Papers, Box 1, NYPL; American Loyalists, XVII, p. 137, XXIX, p. 17, NYPL.

F. The Stephen DeLancey's Estate

Andrew Miller	M.C.	Tenant	1761	200	365.5.0
John Maybee	"	"	"	248	496.0.0
Three unidentifiable persons			"	728	1,460.0.0
Epenetus Townsend	M.C.	Priest	1769	60	
Denton Smith	"	Tenant	"	115	230.0.0
Levi Baily	"	"	"	227	510.11.0
Nathaniel Delivan	"	Yeoman	1769-73	151½	361.10.0
John Delivan	"	Tenant	1769	124	310.17.0
Robert Weeks	"	?	"		
Joseph Osborn	"	Tenant	"	482	424.4.0
Samuel Scribner	"	?	1771	¾	0.10.0
Mathew Delivan	"	Tenant	1773	89	152.11.6
Cornelius Steenrod	"	Millwright		5½	50.0.0
John Patrick	"	Yeoman	"	116	186.8.0
Abraham Delivan	"	"	"	23	81.10.0
Timothy Van Scoy	"	Tenant	"	59⅜	83.13.0
Jacob Keeler	"	"	"	109	219.0.0
Benedict Carpenter	Scarsdale	Yeoman	"	105¾	?
Halsey Wood	M.C.	"	"	73	100.0.0
Daniel Lobdill	"	Tenant	"	123	184.17.0
John Lobdill	"	Yeoman	1774	160	251.12.0
Gabriel Purdy	"	Tenant	1773	265¾	531.0.0
Caleb Smith	"	Yeoman	"	218	240.7.0
David Brown	"	Tenant	"	c.20	?
Ephrain Lockwood	"	"	"	111	178.8.0
David Ogden	"	"	1771	156	?
				4,057	

Sources: Deed Book Aber H, pp. 375-76, 388-90, 391-93, 393-96, 396-97, 401-02, 459-60, 513-14, 518-20, 558-59, 560-61, 555-58, Aber I, pp. 5-6, 21-22, 22, 40-42, 42-43, 44-45, 130-32, 162-63, 177, 180-81, 183-85, 250-51, 321-22, WCCO; Deed Book 19, pp. 432-33, OSS; V1644, SHRL; Warren Papers, Univ. of London.

further by purchasing 340 acres from her brother-in-law Andrew Johnston in 1739.[45] Thus, the size of land acquired by settlers other than the Van Cortlandt family would be reduced to 33,272 acres, about 50% of the eight of the original devisees of Stephanus Van Cortlandt, i. e., 39% of the manor.

To be further noted in the sale of manorial land is the fact that the majority of buyers of the original proprietary shares, 79 out of 107, i. e., 75% of the buyers, without counting either three unidentifiable persons or men related to the Van Cortlandt family, were residents in the manor. They bought 17,342 acres, 34%, of the estate of the eight original proprietors and a little more than 25% of the manor--a conservative estimate. The above figures substantiate the generalization that the individual size of land purchased by manor residents was considerably smaller than that which was bought by people outside of the manor.

Interestingly enough, of those resident buyers, excluding three persons whose occupation or status were unknown,[46] i. e., 59%, could be definitely identified as tenants. They bought approximately 10,798 acres, constituting

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[45] Deed Book 19, pp. 109-14, OSS.

[46] Indenture between James DeLancey and Henry Beekman in trust for Gertruyd Beekman, March 13, 1739, V2066, SHRL; Andrew Johnston to Dear Sister (Gertruyd Beekman), June 9, 1759, V2066, SHRL.

15% of the eight manor proprietors. Not included in this figure are those tenants who acquired the land from non-tenant residents. The number of tenant purchases, besides those just mentioned above, however, would be far larger if there was more information about the status identity of "Yeoman," a term interchangeably used in the eighteenth century for "farmer." Hence, the term "yeoman" for designating one's occupation in land deeds does not serve any useful purpose in a search for whether or not he was a tenant, since even a tenant was called "yeoman" in documents such as deeds and leases. Even though some of those manor residents are classified in Table 1 as "yeoman," it is doubtful if they were really worthy of the name as we understand it. One should remember that, after all, there was no real yeoman living in the manor prior to the first partition of the manor in 1732, except those people living in the Rykes Patent. If so, would it be a mere figment of the imagination to suppose that some of the "yeoman" in Table 1 were also tenants?

Conspicuously significant about the sale of land was the extent to which manor proprietors liquidated their inherited estates. The discussion to this point raises an interesting question of why they preferred to sell their land so extensively; why did they not put it exclusively to renting with expectation for regular rental income from their tenants?

Circumstances that compelled the landlords to

dispose of their estates in the manor were manifold. One of the important factors was the debts that some of the landlords had incurred for their extravagant living and poor business operations. Philip Van Cortlandt, the surviving eldest son of Stephanus Van Cortlandt and the so-called second "lord" of the manor, had been so obsessed with the idea of keeping his shrunken manor estate intact that he bequeathed it in his will of 1746 to his heirs in entail, an attempt to reverse the pattern his father had set. His eldest son Stephen, thus having no alternative, also entailed his manor estate in 1754. However, their heirs later found out that both Philip and Stephen had left a large number of debts. The former's debt ran £5,050 including interest and the latter's was £8,690.[47] As a consequence, the heirs, namely Philip and William Van Cortlandt, their mother Mary Hughes and Pierre Van Cortlandt, decided to break the entail through legislative action and dispose of some estate in various areas and a part of the manor land. In 1756, the colonial Assembly passed an act to enable them to sell "so much of the real estate" in entail "as will be sufficient to pay the debts."[48] The heirs perhaps would

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[47]"Minutes of the estate of Philip & Stephen Van Cortlandt. . . ," BV. Sec., NYHS.

[48]The act was passed on July 9, 1756. The Colonial Laws, IV, pp. 97-100; Calendar of Colonial Mss., Land Papers, XV, p. 143, NYSL; The New York Mercury, November 28, 1757 and April 2, 1759; Deed, Pierre Van Cortlandt to Nicholas Bayard, Jr., November 2, 1759, Deed Book 16, pp. 110-12, OSS.

have agreed with the remarks of Philip Van Cortlandt, the official head of the Van Cortlandt family, that "there is an Absolute necessity of disposing of some lands in the manor to pay those persons who are most pressing as also to rid the Estate of a Consuming matter."[49] Eventually, they sold off, among others, about 4,250 acres of land, more than half of Philip Van Cortlandt's original share of the manor.[50]

In a similar manner, an incident concerning the Skinner family reinforces the contention that the debt of the original manorial proprietors accounted for some part of the manor land falling into the hands of people other than the Van Cortland family at large. As agreed upon in July 1764, the partition of Elizabeth Skinner's estates in the manor among heirs Cortland Skinner, William Skinner, Stephen Skinner, John Skinner, and Gertrude Parker (Skinner), South Great Lot No. 4 (3968 acres) and No. 10 (2826 acres) were put on sale.[51] According to Cortlandt Skinner, the primary

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[49]Philip Van Cortlandt to his uncle Pierre Van Cortlandt, December 12, 1759, V1883, SHRL.

[50]Minutes of the estate of Philip & Stephen Van Cortlandt. . .," BV. Sec., NYHS; File No. 70, Mss., Court of Appeals, Albany, New York.

[51]Deed Book 18, pp. 142-46, OSS; The New York Mercury, December 22, 1766; "Division of Land of Elizabeth Skinner dec'd among her heirs, 1764," Warren Papers, Univ. of London.

reason for the sale of their mother's manor estates was to pay their father's debts.[52]

No less important than debt as a factor in inducing the manorial proprietors to dispose of their estates was the poor return of profits in the form of rent from leased land. Purely in terms of economics, renting the land was not a profitable business at all simply because the amount of rent accrued was far less than one might expect. One of the manor landlords, while discussing the desirability of selling about 400 acres of well-improved land worth £2,000 which he jointly owned with his brother, complained that the farm "don't bring but thirteen pounds [and] Simple Interest is one hundred forty pounds" annually. In desperation, he declared that he would be satisfied if he could lease the farm for only the annual rent of £40, two per cent of the value of the farm.[53] As will be shown later, however, no ordinary farm of that size except mills or mines could be rented for so high a rate throughout the colonial period of New York. As a result, some manor proprietors became anxious to convert the landed estates into

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[52]Cortlandt Skinner to Dear Brother (Colonel William Skinner?), October 25, 1771; William Skinner to Stephen Skinner, 1770; Stephen Skinner to William Skinner, October 26, 1771, all in Warren Papers, Univ. of London.

[53]Stephen Skinner to William Skinner, October 23, 1767, Warren Papers, Univ. of London.

cash which they might invest in economic ventures other than land and expect a good profit approximating at least the official interest rate of seven per cent.[54]

An attempt to explain why the manor proprietors chose to sell their estate, however, would be far from complete if one fails to take account of proprietory testators' concern to make equitable division of their estates among their sons and daughters. Heightening their anxiety was the multiplication of heirs who would be entitled to the steadily shrinking family estates. Had the testators followed the practice of primogeniture, perhaps the break-up of their estates for the sake of its equal division would have been unnecessary. Although Philip Van Cortlandt and Philip Ver Planck entailed some of their estates,[55] none of the Van Cortlandt heirs dared to defy the prevailing custom which strongly shunned primogeniture.[56] Hence, the testators, particularly Cornelia Schuyler and Elizabeth Skinner, the

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[54]Seven per cent interest rate was fixed by the New York provincial government on December 16, 1737. See the New York Gazette, July 10, 1738.

[55]Will of Philip Van Cortlandt, August 21, 1746, V1837, SHRL; Will of Philip Ver Planck, October 23, 1767, NYHS. Coll., V. 31, p. 459.

[56]Sometimes the common testators paid a nominal sum of five or ten shillings or bible to the eldest son in consideration of heirship. See Record of Wills, A-G, passim, at Westchester County Surrogate Office. Hereafter the Office will be cited as WCSO.

widows of the original manor proprietors, laid down in their wills specific instructions to make sure that the executors sell "so much" of their "land in. . . the manor as will raise" enough money "as an equivalent" for their other children.[57]

Whatever the reasons for the disposition of the manor land might have been, its steady sale together with the offer of generous lease terms by the landlords during some four decades from 1732 to 1775 opened the door for rapid settlement by the fast-expanding colonial population. With a series of encouragements from the colonial Assembly, highways and roads linking together different parts of the manor and joining them to the outside were planned and constructed.[58] These, in turn, served to integrate the manor physically with the political, social, and economic trends of the times. As a result, the "number of (its) inhabitants and settlements increased" so much and so rapidly that the colonial Assembly found it "now necessary" to authorize the

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[57]Will of Cornelia Schuyler, August 26, 1760, Mss., No. 923, NYSL; Will of John Schuyler, n.d., NYHS. Coll., XXVII, p. 387; will of Elizabeth Skinner is recited in a deed from Cortlandt Skinner, William Skinner, John Skinner, James Parker and his wife to Stephen Skinner, August 1, 1764, Deed Book 8, pp. 142-45, OSS; Cortlandt Skinner to Dear Brother, October 25, 1771, Warren Papers, Univ. of London. See also will of Andrew Johnston, May 2, 1761, Mss. No. 12695 (2) NYSL; will of Stephen DeLancey, March 4, 1735, NYHS. Coll., V. 20, p. 358; Will of Ann DeLancey, March 2, 1741, Van Cortlandt Papers, NYHS; will of Gertrude Beekman, February 20, 1776, Mss., No. 12695, NYSL.

[58]The Colonial Laws, II, pp. 466-68, 935-37, IV, pp. 79-82.

manor to elect two additional constables in 1756.[59] Twelve years later, the Assembly again, having realized the inadequacy of three constables, amended the previous act to allow the manor to elect two more constables, along with a second Overseer of the Highways.[60]

More important, the alienation of the manorial land by the heirs of Stephanus Van Cortlandt had a benevolent effect upon the fate of the manor. It rendered final the process of physical disintegration of the manor which had started in 1732; it made the liquidation of the manorial title itself a historical reality. For the alienation of the land from the Van Cortlandt heirs destroyed the very physical basis of their potential economic influence and power. Thus, it can be said that the manor settlement and its disintegration went hand in hand.

Finally, minor though it is, the tenants' contribution to the settlement and physical disintegration of the manor is perfectly clear, because they could afford to purchase the land making themselves genuine "yeoman." This observation causes us to wonder at the degree of social mobility in the manor. In other words, what were the terms of lease for the tenants and their relationship with the landlords that allowed them to better their lot? How well off were the conditions in which the tenants found themselves?

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[59] Ibid., III, pp. 942-45.

[60] Ibid., IV, pp. 1065-67.

CHAPTER V

THE LEASE STRUCTURE AND ITS OPERATION

Historians, in describing the relationship between manorial proprietors and their tenants, have concluded that "quasi-feudal" conditions were a cause of "persistent discontent" among the latter.[1] Such conclusions have resulted largely from studying only the terms of leases. Some of these provisions appear to have been so burdensome that it has been assumed that tenants lived in poverty and must have been continually disgruntled. This discussion, however, will show that lease terms were reasonable, and that in actual practice tenant-proprietor relationships in the Manor of Cortlandt often were very different from what was stipulated in leases.

The names of about 320 people who were tenants at some time between 1732 and 1776 have been found during the

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[1]Carl Becker, The History of Political Parties, p. 10; Staughton Lynd, "The Tenant Rising at Livingston Manor, May, 1777," New York Historical Society Quarterly, XLVIII, April, 1964, No. 2, pp. 164-66; Beatrice G. Reubens, "Pre-Emptive Rights in the Disposition of a Confiscated Estate, Philipsburgh Manor, New York," William and Mary Quarterly, XXII, July, 1965, pp. 441, 445-46; David M. Ellis, Landlords and Farmers in the Hudson Mohawk Region, 1790-1850 (Ithaca, 1946), pp. 29, 36, 43; E. Marie Becker, "The 801 Westchester County Freeholders of 1763," pp. 297-98.

course of this study. They were gleaned from rent rolls, wills, deeds, lease papers, account books, ledgers, tax records, and letters relating to the manor. Information about many of these tenants is fragmentary and unbalanced. We know no more than the names of some of them and while there is a good amount of material for the tenants of certain proprietors, there is very little for those of others.

The scarcity and imbalance of the material are illustrated by the limited number of lease papers still available. The Van Cortlandt proprietors are known to have left only fifty-eight lease papers. Of these, the Beekmans left twenty-four; Stephen Van Cortlandt of New Jersey and his son John, twenty-eight; Samuel Bayard, three; Philip Van Cortlandt of New York City, one; Stephen Van Cortlandt of New York City, one; and Pierre Van Cortlandt, one. One reason for the scarcity of available lease papers is that some landlords (the DeLanceys, for example) preferred "parole" or "unwritten" leases to the written ones.[2] Since the extant lease papers seem to represent a fair cross-section of the proprietors, however, it is possible to describe the general pattern of lease practice.

The details of lease terms varied from one proprietor to another and from one lease to another. But there

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[2]See "Value of Lady Warren's Real Estate in the Province of New York and the manner she came entitled to them New York ye 1st June 1759," Warren Papers, Univ. of London.

were several basic conditions common to every lease; that taxes should be paid by the lessee, improvements be made on the land, and that mines, minerals, and ores within the leased premises be exclusively reserved to the landlord.

One of the most important conditions in early leases was a provision requiring the tenant to improve the land that never before had been farmed. By the time of the Revolution, however, such improvement seldom was demanded. As prescribed by the proprietors, the improvements consisted of building a house, planting a fenced orchard of apple or pear trees, and cultivating the land. One lease varied from another in such technical details as the size and material of the house, number of trees, and the use of the land. Samuel Bayard was exceptionally particular about improvements. In his leases to Peter Win and Philip Linnebecker in 1732 and John Lent in 1733, he required them to build, at their cost, houses "at least 18ft. square, either of Stone or Timber, boarded or shingled without, & plastered within, covered with shingles, floor'd & glazed, with necessary Doors & Windows, & a Sufficient chimney, with a Lentoe of the Bigness of the said House, also covered with Shingles . . . ." As for the orchard, he specified that they plant within a year at least 150 apple or pear trees "at a distance from 35 to 45 foot." Bayard's directions for the development of the land were particularly fastidious. Each of the lessees was to

> clear at least from 4 to 8 acres of land, according as he is handed, & not to manure any of the Land, so cleared above two crops with Winter Grain, & after that one Year with Indian Corn, Oats, Flax, or Buckwheat, after that to lie Fallow four years, except sown with Flax, on Land first Dunged for that purpose, & so every Four Years to be manured either with Summer or Winter Grain. . . . They shall, after the 1st Ten years setling of the said Farm, leave at least Six Acres of Meadow Ground for Hay not to be plowed up, otherwise than for that Use, and to Dung & Fence the same as Occasion requires, and to Graft yearly 20 Fruit-Trees, provided the Grafts are sent up by the Landlord, . . .[3]

Compared with Bayard, the other manorial proprietors were quite liberal about provisions for improvement, although they all insisted upon the planting of 100 apple trees within six years. As the building of a house, the Beekmans simply laid down the rule that it should be erected only on "a dug Stone-Walled Cellar."[4] Some of the other proprietors were silent about this matter, while Stephen

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[3]Win's lease was on farm No. 1 (174 acres) in the West range of Great North Lot No. 5 and Linnebeker's farm No. 2 (207 acres), Great North Lot No. 5. Bayard-Campbell-Pearsall Collections, Land Papers, NYPL. Even the Bayard case was not so exceptional compared to the practices of the other ordinary landlords outside the manor. See Gulian VerPlanck's lease to James Lecky, August 29, 1751, in Wappinger Creek, Dutchess County, Verplanck Papers, NYHS; lease of Albert Pawling & W. Cathania to Lewis Hunt, May 13, 1745, in Dutchess County, M322, SHRL; lease to Isaac Haviland, April 9, 1767, PX415, SHRL.

[4]Leases, Henry & Gertruyd Beekman to Andrew Barton. May 1, 1749, V1942, No. 2; to Abiel Fuller, June 11, 1761, V2200; to Andrias Bergher, March 25, 1737, V1942, No. 1; to William Borden, May 1, 1756, V2198; to Solomon Lane, March 25, 1737, V2189; to Jonathan Odell, May 6, 1749, V1697, SHRL.

Van Cortlandt of New Jersey and his son John developed the policy of building for each of their tenants a house worth about £35. The tenants were expected to pay back the cost of the building.[5]

Leases drawn up by proprietors other than Bayard seldom contained detailed provisions as to the use and development of the land. This was due mainly to a sanguine expectation that tenants would find it in their interest to make good use of the land. For it was assumed that improvements would result in greater income to renters during the duration of their leaseholds.[6]

Some proprietors did demand that their tenants, upon selling their leases (a step that could be taken only with the landlord's consent), should relinquish a percentage of the value of improvements they had made. Thus, Stephen Van Cortlandt of New York, John Van Cortlandt, Oliver, Peter, and James DeLancey, and the Warrens and Schuylers all demanded one-third of the value of the improvements in case the tenant sold his lease or one-fourth when they themselves decided to sell the land before the tenure

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[5]Journal of John Van Cortlandt, (c), 1764-1772, NYPL.

[6]The heirs of Sir Peter Warren and his wife Susannah deceased reported in the 1760s that the "buildings, tenaments, and improvements are in general claimed by the tenants." See Warren Papers, NYHS.

of lease expired.[7] Although it is not known whether these landlords also demanded a percentage of the improvements in case of a second or third sale of a lease, practices elsewhere make it seem likely that they did make similar, although smaller, claims. In the neighboring Philipsburgh Manor, for example, landlords took one-sixth of the value of improvements for every sale after the first one.[8]

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[7]Lease, Stephen Van Cortlandt of New York to Joseph Haight, April 11, 1751, Van Cortlandt-Van Wyck Papers, NYPL; leases of Solomon Burtus, Israel Knap, Cornight Briggs, Joseph Haight, and Samuel Fields, all tenants of Philip Van Cortlandt, VX2108, V1837, SHRL; leases of John Wilson and Benjamin Golden, Receipt Book of John Van Cortlandt, NYHS; Receipt Book of Pierre Van Cortlandt for Oliver De Lancey and the Warrens, V1689, V1644, SHRL; Account Book of Pierre Van Cortlandt, V2301, passim, SHRL; John Van Cortlandt to Capt. Montross, April 5, 1773, Letter Book of Stephen and John Van Cortlandt, 1771-1792, NYPL; Schuyler Papers, Box 10, on John Stevens, NYPL; Deed Book Aber H, pp. 501-02, on Henry Scott, WCCO. Other ordinary landlords in New York also practiced the same policy with regard to the landlords' share in the improvement. See John Watts to Henry Livingston, May 11, 1762, Letter Book of John Watts of New York, 1762-1765, NYHS Coll., for the year 1928, LXI, p. 47.

[8]Recently, Beatrice G. Reuben, echoing Irving Mark, wrongly inferred that "it is not clear whether Philipsburg observed the hated "quarter-sale" by which the landlord took one fourth of the price a tenant received when he sold his improvements." See Reuben, "Philipsburgh Manor," p. 439; Irving Mark, Agrarian Conflicts in Colonial New York, 1711-1775 (New York, 1940), p. 70. To correct this misrepresentation, it suffices to quote a sworn testimony of Beverly Robinson, former landlord in Dutchess County and brother-in-law of Frederick Philipse: "(The witness) says that the Custom upon w(hi)ch the Tenants held their Farms of the Claimant (Frederick Philipse) was when the Tenants were changed they sold the value of their Improvements & paid the landowner a 3rd of the Improvem(en)t for the 1st Sale and a 6th for every Sale afterwards." As for a specific incident of the tenant paying a third of improvements upon the sale of lease in the Philipsburgh Manor, see the testimony of the Reverend Samuel Peters. See also the

By no means every proprietor, however, demanded a percentage of the value of improvements. Philip Van Cortlandt, son of Stephanus, permitted a tenant named Cornight Briggs to receive the full value of the improvements he had made.[9] And the Beekmans followed the same policy, at least until 1775, when they inserted a handwritten demand for a "tenth" in two printed lease forms.[10]

Although the justice of such claims may be open to question, it is nevertheless true that tenants in holdings such as the Manor of Cortlandt agreed to the terms of a lease voluntarily and presumably after taking their own interests into consideration. As was shown in Chapter II, the prolific economic opportunities in colonial New York made it unnecessary for anyone to enter into the terms of a lease against his better judgment.

When it came to settling claims such as those

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memorial of Samuel Davenport, a former tenant of Frederick Philipse for compensation for the loss of his improvements. All in Loyalist Papers, Vol. 41, pp. 578, 590, Vol. 17, pp. 425-29, NYPL.

[9]Briggs' improvements were appraised by the impartial appraisers at £150 exclusive of grains already sown. Then, he was paid £160 for his lease in 1758. See "Paper belonging to the Lieutenant Governor (Pierre Van Cortlandt), 1757-1758," V1836, V1643, SHRL.

[10]Leases, Henry and Gertruyd Beekman to Abiel Fuller, March 16, 1775, V2208; to Abel Weeks, April 12, 1775, V2209, SHRL.

relating to improvements, the tenant was by no means at the mercy of his landlord. When Pierre Van Cortlandt, for example, in 1758 had to sell two farms of 500 acres, among others, in order to pay the debts of his father and older brother, he held an unlordly negotiation with the tenants at which they "indifferently" chose two apparently important individuals as appraisers of improvements. Van Cortlandt was to "well and faithfully" pay, immediately after the sale of the farms, the amount of "improvement money" determined by the appraisers, who two weeks later reported that Joseph Haight's improvements over the past seven years were worth £175 and Cornight Brigg's £150, "each exclusive of grain sown." Three months later, Haight received £100 after his rent and one-fourth of the improvements had been deducted, as specified in his lease, while Briggs received £160, which included the value of grain he already had planted.[11] This case is typical of many others.[12] It shows the willingness of both landlord and tenant to settle a touchy problem by means of the impartial arbitration of a third party and helps to explain why tenants seldom found it necessary to protest against the claims of

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[11] V1643, V1836, SHRL.

[12] See a draft for lease in Receipt Book of Pierre Van Cortlandt, V1689, SHRL.

proprietors.[13]

Of special importance to a discussion of the leasehold is the tenure of a lease, upon which the degree of improvement largely depended. For it was generally assumed that the shorter the tenure, the less inclined would the tenant be to make improvements. The functional relationship between improvements and the length of lease tenure is well illustrated by the complaints of prospective lessees as reported to an absentee landowner by Oliver DeLancey, one of the more experienced proprietors of the manor.

> (Tenure shorter than) a 21 years (three lives) Lease had made People Decline Hiring the Lands about Greenwich as they say they must Build Houses & Barn which cannot be worth these Expences So that I fear unless You Build your Selves the Grounds will go to waist.[14]

Thus it was in his own interest for a landlord to give sufficiently long tenure to his tenants. Aware of this, Gulian Ver Planck, who owned a large landed estate in Fishkill in Dutchess County, instructed his heirs, in a will dated July 5, 1750, to rent "all of any of my Lands. . . on the best Terms they can they giving Leases to the Several Tenants for and During the natural Life of the Respective Tenants

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[13]Beekman's lease to Jury Brower, May 1, 1747, V1960, SHRL.

[14]Oliver DeLancey, New York to Colonel William Skinner, London, January 7, 1775, Warren Papers, Univ. of London.

and their wives. . . .[15]

Except for Stephen Van Cortlandt of New Jersey and his son John, the Van Cortlandt proprietors followed the general practice of New York landowners in offering long tenure to leaseholders. Of 23 extant lease papers of the Beekmans, for example, covering the period 1737 to 1775, twenty leaseholds were for "three lives" or "21 years." Of the remaining three, one was for thirteen years and the other two for fifteen years.[16] Of the three extant Bayard leases, one was for "three lives" and the others for "two

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[15]Gulian Ver Planck's will, Gulian Ver Planck Papers, Box 8, No. 31, NYHS. As for the general practice of lease tenure, see leases, Albert Pawling to Lewis Hunt, May 13, 1745 in Dutchess County, M322, Beverly Robinson to Isaac Haviland, April 9, 1767, PX415, SHRL; leases, Gulian Ver Planck to James Lecky, August 29, 1751, Samuel Ver Planck to Ralph Philips, August 23, 1762, Ver Planck Papers, Box B, NYHS.

[16]Leases of the Beekmans:

Lessee	Year Leased	Tenure
Solomon Lane	'37	3 lives
Andrias Bergher	'37	3 lives
Daniel DeLamonex	'37	3 lives
Daniel Field	'37	3 lives
Joseph Purdy	'37	3 lives
William Jewell	'38	3 lives
Jury Brower	'47	15 years
Andrew Barton	'49	3 lives
Jonathan Odell	'49	3 lives
William Borden	'56	3 lives
Caleb Barton	'57	15 years
Abiel Fuller	'61 and '75	3 lives
Ebenezer Clark	'61 and '75	3 lives
Gabriel Carman	'67	3 lives
Henry Keer	'69	13 years
Gilbert Drake	'72	3 lives
John O'Bryan	'72	3 lives

lives."[17] A letter written by Philip Schuyler to his son Philip Jeremiah Schuyler in 1796 indicates that the family usually offered their renters tenure of either two or three "lives."[18] The three extant lease papers of Philip Van Cortlandt and his sons Stephen and Pierre provided for tenure of one, two, and three "lives" respectively.[19] The

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Townsend Losee	'72	3 lives
Pierre Van Cortlandt	'73	3 lives
Isaac Frost	'73	3 lives
Joseph Walter	'73	3 lives
Jesse Weeks	'75	3 lives
John Brewer	'75	3 lives
Abel Weeks	'75	3 lives

Sources: V2189, V1942 (No. 1), V2194, V1960, V1697, V1945, V1942 (No. 2), V2198, V2199, V2200, V2066, V2204, V2205, V2188, V2206, V1690, V2207. V2208, V2209, V2190, SHRL; Van Cortlandt-Van Wyck Papers, Misc. Land Papers, Box 1, NYPL; Van Cortlandt Papers, NYHS. The two 15 years tenure were of leases of mills.

[17]Leases, Samuel Bayard to Phillip Linnebeker, May 1, 1732, to Peter Win, November 1, 1732, and to John Lent, May 1, 1733, Bayard-Campbell-Pearsall Coll., Land Papers, NYPL.

[18]Tenants referred to were Elisha Turner and David Turner, see Philip Schuyler to his son Philip Jeremiah Schuyler, March 3, 1796, S941, SHRL. Both James Perry and Aaron Forman had leases of "two lives" since 1750. "Doctor James Perry in account with the Extors of Cornelia Schuyler, August 13, 1791, Schuyler Papers, Box 36, No. 2084, NYPL.

[19]Leases, Philip Van Cortlandt to Solomon Burtis, April 18, 1748, V2108; Pierre Van Cortlandt to John Leer, January 27, 1764, V1684, SHRL; Stephen Van Cortlandt to Joseph Haight, April 11, 1751, Van Cortlandt-Van Wyck Papers, NYPL.

terms of Gulian Ver Planck's will suggest that the Ver Plancks in the manor granted life tenancy. There is no record of the policy adopted by the DeLanceys, who granted "parole" or unwritten leases. At this point, it should be remembered that the "parole" lease was not necessarily a lease without tenure. The correspondence of Oliver DeLancey reveals that he was well aware of tenants' desire for "three lives" tenure.[20] Nor do we have a record of the practices adopted by William and Elizabeth Skinner. A letter written by one of their sons in 1772, however, indicates that he planned to lease a farm in the manor for a rent of ten pounds on a life term.[21] At least, this statement suggests that the lease on life tenure was not shunned by the Skinners.[22]

Once tenure for life or longer was contracted, the tenant was secure in his holding as long as he observed the

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[20]See footnote No. 2.

[21]Stephen Skinner to William Skinner, October 26, 1771, Warren Papers, Univ. of London.

[22]E. Marie Becker presumed on the basis of tenuous evidence that "a great part of the leaseholders of Cortlandt Manor were tenants for years or at will. . ." Becker, "The 801 Westchester County Freeholders of 1763," p. 297, n. 40, pp. 330-07. But this presumption is mistaken in view of the above observations.

conditions of lease. As will be seen later, however, even if he failed to do so, he was rarely prosecuted and evicted. His security was further enhanced by the fact that he could easily obtain a renewal of his lease. Although it seems strange that anyone sought to maintain leasehold for a life in a country where economic opportunity was prevalent, some tenants even with "three lives" tenure persuaded their landlords to add a clause whereby they might substitute a new name for the deceased by paying £10.[23]

In striking contrast with the policy of most of the Van Cortlandt proprietors, Stephen Van Cortlandt of New Jersey and his son John adopted a policy of giving rather short tenure. Examination of John Van Cortlandt's tenant rolls and letters shows that out of 28 identifiable tenants, 14 were given tenure ranging from five years to a maximum of seventeen years, while the rest were "tenants-at-will," subject to the whims of the landlord.[24] The tenancy of the

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[23]See leases, Beekman to William Borden, May 1, 1756, V2198, to Andrew Barton, May 1, 1749, V1942, No. 2, and to Jonathan Odell, May 6, 1749, V1699, SHRL. See also Borden's advertisement for the sale of his lease, The New York Mercury, March 24, 1766.

[24]List of Stephen and John Van Cortlandt's tenants and their tenure:

A. Tenants with tenure	Tenure
Isaac Nambury	'46-'56
William Griffin	'55-'67
Isaac Wright	'48-'63
Joseph Lee	? -'56

latter in theory could be terminated by either party at any time. The tenant-at-will provision seems to have been made only when the landlord furnished farming utensils, equipment, livestock and houses.[25] The tenant with tenure might apply for the extension of the lease, but it was rarely granted unless he had performed his obligations to the satisfaction of the landlord.

John Soulice	'54-'71	
Ebenezer Brundige	'55-'67	
Andrew Merrit	'56-'64	(extended to '85)
Job Wright	'64-'71	
Joseph Veal	'57-'62	(then, tenant-at-will)
Michael Mathews	'62-'67	
Benjamin Field	-'50	
Annanias Rogers	'43-'55	(extended)
George Booth	-'54	
Jacob Wright	-'57	

B. Tenants-at-Will

Elisha Parker	Augustine Rogers
Jedediah Dean	Benjamin Golden
Joseph Golden	Isaac Frost
John Golden	Simon Brady
Bartlet Brundige	George Carpenter
Lawrence Losee	Daniel Cornel
John Wright	John Wilson
Tobias Lent	

Sources: Letter Book and Journal (c) of John Van Cortlandt, NYPL; Receipt Book of John Van Cortlandt, NYHS; Letter and Note Book of John Van Cortlandt, Van Cortlandt Papers, NYHS; V2201, SHRL.

[25]See Oliver DeLancey and John Van Cortlandt to Tobias Lent, September 11, 1762, Letter Book of John Van Cortlandt, NYPL.

One result of the tenure policy of Stephen and John Van Cortlandt was apathy on the part of tenants toward the development of their leaseholds. This, in turn, exasperated the short-tempered John Van Cortlandt. His letters to tenants were studded with harsh reprimands for negligence and with threats of eviction. This, however, served only to strain even further his relationships with his tenants.

The most important aspect of the lease terms was the provision relating to the payment of rent. As with the other terms previously discussed, the rent policies of the different proprietors presented a kaleidescopic diversity which defies sweeping generalization. The Bayards, in their leases of 1732 and 1733, called for not only the payment of rent in money, but also for day's work "with a team of cattle of horses," or "two days' work of single person," yearly for the landlord.[26] Pierre Van Cortlandt attached "two fowls" to the money rent.[27] The Beekmans' rent included, among other things, "one couple of live fat hens." Even here, five tenants who contracted a lease in 1737 were given special treatment in that "the days' work yearly as

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[26]Leases, Samuel Bayard to Philip Linnebeker and Pwter Win, 1732, Bayard-Campbell-Pearsall Collections, NYPL.

[27]Pierre Van Cortlandt to John Leer, lease, January 27, 1764, V1684, SHRL.

mentioned here above shall not be accounted for unless it be yearly demanded. . . ." Two other Beekman tenants with a limited tenure of fifteen years were exempted from either performing the one day's work or rendering the fowls. Pierre Van Cortlandt, cousin of the Beekmans, John O'Bryant, their agent, Gilbert Drake, Esq., and Isaac Frost who leased an unusually large tract of 385 acres from the Beekmans, were exempted from all payments except a yearly rent. One other tenant, Henry Keer, with a tenure of thirteen years, was also exempted from the day's work. One other facet of rent policy was that payment in money of seven and two shillings respectively could be substituted for the day's work and the fowls.[28]

The Bayards, the Beekmans, and Pierre Van Cortlandt, however, seem to have been the only proprietors in the manor who made even such modest demands for "quasi-feudal" forms of rent payment as these. There is no evidence whatsoever that any of the other Van Cortlandts or the DeLanceys, Warrens, Schuylers, Skinners, or Ver Plancks ever demanded anything except money in rent.[29]

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[28]See footnote No. 15. As late as 1782, one day's work was still rated at seven shillings. See Silvanus Hyat's rent account with the heirs of Gertruyd Beekman, V1931, SHRL.

[29]The records indicate that the neighboring Philipsburgh Manor tenants were not required of the fowls and the day's work. See Loyalist Papers, V, 41, pp. 575-646.

Table 3.--The Beekmans' Tenants: Rent and the Size of the Lease, 1769-1752

Name	Acreage	Rent 1769	Rent in arrears as of 1769	Rent 1752
William Borden	142	3-10- 0	26-18- 0	
Joseph Budd	220	3-10- 0	30-10- 0	3-10- 0
Mathew Bookhowt	266	2-13- 4	?	2-13- 4
Jacob Cornell	143	3-10- 0	34-10- 8	3-10- 0
Ebenezer Clark	322	4-10- 0	22-10- 0	
Amos Fuller	?	4-10- 0	27- 0- 0	
John Hyat or John Conklin	331	4-10- 0	22-10- 0	4- 5- 0
John Hyat	363	4- 5- 0	3-15- 0	
Nethenel Hyat	319	3- 6- 0	10- 7- 7	3- 6- 0
Joshua Hyat	230	?	?	
William Jewell	266	2-13- 4	7-10- 0	2-13- 4
Jacobus Krankhyt	?	4- 0- 0	56- 0 0	
Sybout Krankhyt	50 (Mills)	8-15- 0	9- 0- 0	
Joseph Lane	?	4- 0- 0	16- 0- 0	
Daniel Lane	319	3- 6- 0	?	3- 6- 0
Solomon Lane	275	3- 6- 0	1-13- 0	
Lee Lee	?	8- 0- 0	32- 0- 0	
Nathaniel Miller	?	5- 0- 0*	35- 0- 0	
Townsend Losse	192	5- 0- 0	30- 0- 0	
Jonathan Odell	300	?	?	4-10- 0
William Ogden	?	5- 0- 0	?	
Abraham Purdy	156	3- 0- 0	21- 0- 0	
Joseph Strang	?	2- 0- 0	14- 0- 0	
Josehp Theall	?	4- 8- 0		
Charles Moore	143 (Mills)	13- 0- 0	65- 0- 0	
		102- 6- 8	593-15- 0	

* A new lease Losse received in 1772 shows that his rent decreased to four pounds for the same premises.

Sources: Van Cortlandt Papers, 1700-1799, Box Misc. Mss., NYHS; Van Cortlandt Papers, passim, SHRL; Van Cortlandt-Van Wyck Papers, NYPL.

Table 4.--The Schuylers' Tenants: Rent and the Size of Lease, 1768

Name	Acreage	Rent (pounds)	Rent in arrear	Rent in 1753
John Ketchum	200	3-10- 0	49- 5- 0 as of '73	3-10- 0
David Travis	215	3-10- 0	61- 5- 0 as of '74	3-10- 0
Aaron Forman	206	3-10- 0	49- 0- 0 as of '74	3-10- 0
Elisha Turner	206	3- 0- 0	96-10- 0 as of '74	3-10- 0
David Turner	202	3-10- 0	70- 0- 0 as pf '68	3-10- 0
John Stevens	206	3-;0- 0	72- 0- 0 as of '70	3-10- 0
Robert Galer	190	3- 0- 0	42- 2- 0 as of '74	3- 0- 0
James Perry	217	2-10- 0	40- 0- 0 as of '74	2-10-10
Widow Gerow	202	3-10- 0	21- 0- 0 as of '74	3-10- 0
Bartow Underhill	331	3- 5- 0	39- 0- 0 as of '74	3- 5- 0
		35-15- 0	540- 2- 0	

Sources: Advertisement for the sale of land in Great North Lot No. 4 and Lot South of the Croton No. 6, The New York Gazette and the Weekly Mercury, April 4, 1768; Schuyler Papers, Box 10, 19, 23, NYPL.

Table 5.--The Warrens' Tenants: Rent and the Size of Lease, 1769 and 1749

Name	Acreage	Rent, '69	Rent, '49
David Montross	211	3- 5- 0	3- 5- 0
Symon Mabee	196	4-10- 0	4-10- 0
Samuel Frost	227	3-10- 0	3-10- 0
John Veal	198	4- 0- 0	4- 0- 0
Nathan Whitney	203½	3-10- 0	3-10- 0
Abraham Wright	?	3-15- 0	3-15- 0
Peter Montross	234	6- 0- 0	?
James Cock	210	4-10- 0	?
William Travis	180¼	3-10- 0	?
Mary Ward	390½	4-10- 0	?
Daniel Totten	186	?	?
William Pearce	234	6- 0- 0	?
Daniel Wolsey	160¼	3- 0- 0	?
Walter Ward	?	4-10- 0	?
Richard Crab	341	3-10- 0	?
Joseph (Elizabeth) Anthony	293¾	4-10- 0	?
Silas Smith	105¼		?
Thomas Powel	180	3-10- 0	?

Sources: Receipt Book and Account Book of Pierre Van Cortlandt, V1644, V2301, and V1689, SHRL; DeLancey Papers, 1647-1804, NYHS; Warren Papers, Univ. of London.

Table 6.--The Skinners' Tenants: the Size of Lease, 1768

Name	Acreage
Hicks Seamen	201 3/4
Seth Whitney	206 3/4
Timothy Halsted	199 1/2
Forster Remsen	189 1/8
Caleb Vail	204
John Pinkney	203 1/2
Philip Travers	233 3/4
Solomon Smith	201 1/4
Samuel Warren	219 1/2
Abraham Post	240
Robert Cock	310 1/4
Michael Michael	231 3/4
Annania Akerly	270 3/4
Isaac Forman	203 3/4
Joseph Smith	205 1/2
Solomon Smith	227 1/4
John Purdy	223 1/2
Johathan Haight	230 3/4

Sources: Partition deed among the heirs of Elizabeth Skinner, 1768, Deed Book 18, p. 148, OSS; The New York Mercury, December 22, 1766.

Table 7.--Tenants of Philip and Stephen Van Cortlandt of New York: the Size of Lease, 1757

Name	Acreage	Rent (pounds)
John Mabee	240	
Tunis Krankhyt	240	
Marmaduke Griggs	240	
James Serine	240	
Henry Springer	240	
Charles Serine	240	
William Yeamans	240	
Jeremiah Hunter	240	
Israel Knap	240	
Solomon Burtus	240	4-10- 0
John Krankhyt	240	
Cornight Briggs	250	4-10 0
Joseph Haight	250	4-10 0
Jacob Cornwell	240	
John Bailey	250	
Henry Scot	241	
Andries Miller	250	
John Berick Miller	250	

Sources: The New York Mercury, November 28, 1757 and May 22, 1758; will of Philip Van Cortlandt, August 21, 1746, V1846, SHRL; will of Stephen Van Cortlandt, June 7, 1754, NYHS. Coll., for the year 1896, pp. 173-75; leases, to Solomon Burtus, V2108, SHRL; to Joseph Haight, Van Cortlandt-Van Wyck Papers, Misc. Land Papers, NYPL.

Table 8.--The Ver Plancks' Tenants: the Size of Lease, 1767

Name	Acreage
Albertus Van Tassel) John Holmes)	900
Nicholas Vredenburgh	135
Jacob Ryder	300
Michael Vredenburg	235
Walter Dobbs, Jr.	130
Ernest Clemens	300
Joseph Fowler	160
Benjamin Fields	300
Daniel Horton	250
Walter Dobbs	106 (Grist Mill)

Source: Will of Philip Ver Planck, dated October 23, 1767, NYHS. Coll., XXXI, p. 456.

Table 9.--The Size of the Leases in the Manor by Groups or Classes

Class	Acreage	Number of Leases in Class
I	300-450	13
II	240-300	18
III	200-240	30
IV	150-200	12
V	100-150	6
		79

Money thus was by far the most important rent requirement in the Manor of Cortlandt. The amount demanded varied considerably from one landlord to another and was affected by such factors as the size and quality of the leasehold, its location and use, and the degree of its improvement. In accordance with the general practice of New York, in most cases, the proprietors of the manor initially offered tenants who would settle on "rough" soil rent-free period as an inducement to settlement and improvement. The Beekmans usually demanded only the payment of two fowls a year during the first two to four years, while the Bayards collected no rent of any kind during the first seven years. Stephen and John Van Cortlandt allowed some tenants to pay "nothing but improvements in lieu of the rent" for the first half of the lease period, but did not extend this privilege to tenants-at-will.[30]

As will be shown, the amount of cash demanded following the initial rent-free period was fairly reasonable, particularly in view of the average size of leasehold granted by the various proprietors. Although the records in this regard are by no means complete, there is enough evidence to establish a relationship between leasehold size and the amount of rent charged by the Beekmans, Warrens, and Schuylers in 1768 and 1769. And we have scattered evidence relating

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[30]Receipt Book of John Van Cortlandt, NYHS.

to the rent policies of Philip Van Cortlandt, the Skinners, and the Ver Planeks.

As is shown in Tables 3 through 8, the average size of the leaseholds for which evidence is available is 238 acres; the average rent is £3. 19. Broken down individually, the average leaseholds and rents for the various proprietors are as follows: Beekmans (Table 3) 256 acres and £4.4; Schuylers (Table 4) 218 acres and £3.2; Warrens (Table 5) 243 acres and £3.18; Skinners (Table 6) 222 acres; Stephen Van Cortlandt (Table 7) 243 acres and £4.10; Ver Plancks (Table 8) 256 acres. The smallest lease, excluding mills, is 105 acres of Silas Smith and the largest 450 acres of Albertus Van Tassel. As Table 9 shows, only 18 of 79 leaseholds are less than 200 acres, while 48 are between 200 and 300 acres and the other 13 between 300 and 450 acres.

The size of a leasehold is, of course, not necessarily indicative of its value. There is no information as to how much of the land was improved and how much was unimproved or unimprovable. The average size of the leaseholds, however, does compare favorably with the average size of freeholds in other parts of the North. According to Robert E. Brown, farms in Massachusetts, a colony not noted for the quality of its soil, in the eighteenth century usually varied between about 75 and 150 acres in size and averaged

about 123 acres.[31] The sixty-one leaseholds in the Manor of Cortlandt larger than 200 acres all were equal in size or larger than the individual holdings of what Charles S. Grant has called the seven "wealthiest farmers" in nearby Kent, Connecticut, in 1796. These seven Kent farms, according to Grant, were capable of producing "considerable surplus and presumable profit from the sale of this excess produce."[32] It thus seems that, by the Kent standard, a majority of the tenants in the manor had, at least, the potential of becoming "the richest farmers."

That this was so, however, does not mean that manor tenants were always better off than the freeholders in Massachusetts and Connecticut. Whatever the potentiality of the leasehold might be, the fact remains that the tenants had to pay rent. However, the average yearly cash-rent of £3. 19s for 238 acres was not oppressive. Certainly, a landlord did not think so. Take, for example, the experience of John Van Cortlandt with the tenant of one 200-acre farm, to whom he wrote as follows:

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[31]Robert E. Brown, Middle-Class Democracy and the Revolution in Massachusetts, 1691-1780 (Ithaca, New York, Cornell Univ. Press, 1955), pp. 18, 25-27. The pattern remained the same even in the early nineteenth century. See Papers; Consisting of Communications to the Massachusetts Society for Promoting Agriculture and Extracts (Boston, 1807), p. 10.

[32]Charles S. Grant, Democracy in the Connecticut Frontier Town of Kent (New York, 1961), p. 34.

> As you have Refused making the Improvement on the farm adjoining you which You had Seven Years without paying any Rent for that purpose and afterward for Ten Years At the Small Rent of £3:10 a year I am now to give you notice that I have Lett the farm to Post. . . .[33]
> (Italics added.)

Had the rent rate been unfair, it is doubtful that many tenants would have accepted it, since land was abundant and cheap elsewhere. Moreover, in cases in which the rent rate originally agreed upon turned out to be unsatisfactory to the tenant, he often was able to secure a satisfactory adjustment with the proprietor. Townsend Losse, a tenant of the Beekmans, for example, agreed to pay rent of £5 for his lease of 192 acres in 1762. Later, however, he complained to the proprietor, who lowered the rent to £4 in 1772.[34]

One important factor in regard to the rent rate, moreover, seems to have been working in favor of the tenants during the period under consideration. While the rent rate remained static with only a few exceptions, as shown in Tables 3, 4, and 5, the prices of farm produce went up steadily. In negotiating the sale of a farm in 1772, John Van Cortlandt determined to get 30s per acre, 3s more than a purchaser was willing to pay, on the grounds that "Country

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[33] John Van Cortlandt to Mr. Soulice, February 17, 1773, Letter Book of John Van Cortlandt, NYPL; Receipt Book of John Van Cortlandt, on farm No. 16, NYHS.

[34] Lease, The Beekmans to Townsend Losse, February 8, 1772, V2204, SHRL. See also the case of Sybout Krankhyt in Table 2.

produce is near double to what it was formerly so that Land must be valued."[35] His statement can be verified by comparison of the price indexes for such farm produce as flour, beef, and pork for the years 1739 and 1769.

Table 10[36].--Prices of Farm Produce, 1739 and 1765

	1739 (pounds)	1765
Flour per Bushel	0:8:9 to 0:9:0	0:15:6
Beef per Barrel	1:15:0 to 2:0:0	2:12:0
Pork per Barrel	3:0:0	3:10:0

Some landlords who had kept abreast of the upward trend of commodity prices but were incapable of raising the rent of an already granted lease sought to compensate for their relatively declining income by attaching to new leases two rates of rent: a lower rate for the first ten years and a higher one for the subsequent period. Thus, in 1761 the Beekmans provided in their lease to Ebenezer Clark that "£4.10.0 shall discharge the rent until 1770" and £5.10.0 after that year. In another lease, Abiel Fuller was to pay £4.0.0 until 1770 and £4.15.0 thereafter.[37]

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[35] John Van Cortlandt to Archibald Armstrong, November 4, 1772, Letter and Note Book of John Van Cortlandt, NYHS.

[36] The New York Gazette, October 29 to November 26, 1739 and January 7, 1765/6. See also John Van Cortlandt report on current prices of the various farm produces in New York City, Letter Book of John Van Cortlandt, NYPL.

[37] See V2199 and V2200, SHRL.

These precautionary measures on the part of the Beekmans against inflationary tendencies must be regarded as an exception to the general practices of those landlords, including themselves, who gave a life term or longer of tenure. For the lease, once contracted, was not subject to revision unless the two parties agreed. John Van Cortlandt, however, who let his land on the basis of "years" tenure or at his pleasure, frequently raised the rent as soon as a lease expired or changed hands. Captain Annanias Rogers, who possessed Farms No. 4 and 5, was told to pay £10, £2 more than he had paid, after his original lease expired. In 1756 Andrew Merrit of Rye hired Farms No. 18 and 19 at the annual rent of £4, £1 more than its former occupant had paid. Michael Mathews could secure in 1760 the renewal of his lease only after promising to pay £6 rent for a farm he had used for £3 for the last five years.[38] John Soulice, who had hired Farm No. 16 for the yearly rent of £3,10 in 1754, was told by John Van Cortlandt in 1773 that if he wanted to stay on the farm, he would have to pay £35 a year. These are but a few of many rent increases that John Van Cortlandt initiated.

But even raising the rent scale, though disturbing to tenants, should not necessarily be construed as unfair

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[38]Receipt Book of John Van Cortlandt, passim, NYHS.

or an extraordinary practice on the part of the manor landlords to squeeze helpless tenants. The increased issuance of paper currency resorted to by the New York provincial government and its concomitant devaluation were primarily responsible for some landlords' practice of raising the rent regularly.[39] In this connection, it should be kept in mind that a New York City corporation exhibited the same anticipatory caution in renting its property. A lease of farm given in 1773 by the "Rector and Inhabitants of the City of New York, in Communion of the Church of England" to Hermanus Talman of the city contained a special provision that the rent would be raised £2 every twenty-one years.[40] The majority of the manor proprietors, however, could not raise their rent arbitrarily while the leases to which they

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[39]Apprehension about the possible depreciation of the value of currency as a result of the rampant issuance of paper money was shared generally by the propertied class. Typical of this is the following remark by Gulian Ver Planck: ". . . in case it shall happen that a Large Quantity of Paper Currency shall hereafter be made in the Province and that the value of the money may be likely by that or any other Means to be much depreciated then and in such case I do direct and Empower my Executors to send Such Moneys as they shall so Collect to some part of Europe and to put the same into some good fund there for the Benefit of my Children." His will, July 5, 1750, Gulian Ver Planck Papers, Box 8, no. 31, NYHS.

[40]Lease, Church Farm of Church of England in New York to Hermanus Talman, Carpenter, James Alexander Papers, Box 46, NYHS.

were bound were in effect.[41]

Coupled with the question of rent rate were the problems of punctual payment of the cash-rent and of enforcing other obligations.[42] The problem assumed serious proportions because of the absenteeship of most of the manor proprietors. Only one proprietor, Philip Ver Planck, resided

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[41]It is interesting to observe that even Frederick Philipse, the so-called "third Lord" of the Manor of Philipsburgh, after he inherited the entailed estate, had a difficult time in persuading his tenants-at-will of the necessity of raising their rent. He raised it only on the condition that he would not raise the rent again during his life-time. See testimony to Memorial of Frederick Philipse by John Tabor Kempe, late Attorney General of New York, Loyalist Papers, Vol. 41, pp. 620-36, NYPL.

[42]Omitted from the discussion of the lease terms is a provision requiring the tenants to grind their grains at the grist mills owned by the landlord and pay a tenth part of the grain for the toll. The requirement was certainly a feudal legacy. But there was only one landlord, the Beekmans, who, at least on paper, tried to apply it. Their extant 24 lease papers show that seven tenants, namely, Jewell, Walter, Week, Losse, Brewer, Weeks, and Fuller agreed to grind their own grains at the Beekmans' mills. Despite this, it seems that the landlord added the mill provision to the leases to help the tenants who had rented the mills or would build them in the manor. If the Beekmans were directly operating the mills, they would not have favored one tenant against another in the application of the provision. The records show that they gave a mill site to Peter Calvill in 1740s, who would build and operate the grist and saw mills. They also granted a lease to Jury Brewer in 1746 for the same purpose for the duration of fifteen years. Caleb Barton obtained a lease of mill site from the Beekmans in 1757 for the same period, which was later taken over by Charles Moore. It is very doubtful that the tenants ever carried out the provision, particularly when the Beekmans were anything but strict about applying it uniformly. See leases, to Jury Brewer, V1960, SHRL; to Caleb Barton, Van Cortlandt-Van Wyck Papers, Misc. Land Papers, Box 1, NYPL.

in the manor until April, 1749, when the 28-year-old Pierre Van Cortlandt, youngest son of Philip, moved from New York City to Croton, to take charge of his small manorial share.[43] Meanwhile, the proprietors left their manorial estates largely unattended except by an agent or an occasional trip to the spot. Some landlords were too preoccupied with other business to pay close attention to manorial affairs,[44] and the manor soon displayed an intermixed scene of legitimate tenants and squatters who had not registered with the proprietors.[45] The ignorance on the part of the landowners of manorial affairs was particularly noticeable by the third generations of proprietors, who were often confused about "how they (lessees) are tenanted & by whom."[46] They were

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[43]See an entry of receipt, April 14, 1759 at Croton, Receipt Book of Pierre Van Cortlandt, V1689, SHRL.

[44]Stephen Skinner of Perth Amboy, New Jersey, an heir of Elizabeth Skinner, wrote in 1768 to his brother: "I have the lands in this province that will take up all the time I can spare to attend in that way." Stephen Skinner to William Skinner, April 2, 1768, Warren Papers, Univ. of London.

[45]Stephen Skinner to William Skinner, June 25, 1768, Warren Papers, Univ. of London. In this letter, he said with regard to the squatters: ". . . in regard to your lands in the manner I shall visit them in the fall and Run off the people that are on them as they are destroying the Timber." See also the case of John Wilson who lived on Farm No. 6, one of the farms of Stephen Van Cortlandt of New Jersey, without a lease. John Van Cortlandt did not know "how long he has lived on the farm." Then, in 1759, Wilson sold his improvements for £40. Receipt Book of John Van Cortlandt, NYHS.

[46]Cortlandt Skinner to Dear Brother, October 25, 1771, Warren Papers, Univ. of London.

often unaware whether their tenants were alive or dead.[47] And in many cases they did not even know who their tenants were.[48]

The tenants, taking advantage of absenteeship and ignorance of the lessors, tended to become delinquent in carrying out their contracts. More often than not, stringent warnings or impassioned pleas by landlords in respect to rent and other obligations elicited no response from their tenants.[49] One landlord, Sir Peter Warren, son-in-law of Stephen DeLancey, was so incensed by his tenants' subterfuge that he became fearful, as early as 1750, about the fate of his estate.

> I wrote to you [his brother-in-law Oliver DeLancey] several times about the Rents of the Lands in the Mannor of Cortland , which by the Tennants own Consent so long ago as when I was at N York amounted to near £100 pr. annum Surely something ought to be done or Else they will think the Land their own in time.[50]

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[47]Philip Schuyler to his son Philip J. Schuyler, March 3, 1796, S941, SHRL.

[48]Samuel Ver Planck to Pierre Van Cortlandt, June 25, 1786, V1716, SHRL.

[49]See Letter Book of John Van Cortlandt, passim, NYPL; Philip Schuyler to his son, March 3, 1796, S941, SHRL.

[50]Sir Peter Warren to Oliver DeLancey, August 11, 1750, Warren Papers, NYHS.

In response to this letter, DeLancey, who had been looking after the estates of Warren and of his sister Susanna from his residence at Westburg since 1743, made Pierre Van Cortlandt the family's agent in the manor. To the delight of both the DeLanceys and the Warrens, Van Cortlandt proved to be an efficient and dependable agent who from 1756 to 1773 regularly turned in rent proceeds to them.[51]

The other Van Cortlandt manor proprietors seem to have experienced difficulties similar to those of the DeLanceys and the Warrens. Although there are no rent records for such absentee proprietors as the Skinners, Bayards, and John Miln, a rough idea of their rental income can be found by examining the rent rolls of the Schuylers, the Beekmans, and John Van Cortlandt. All three had agents collecting their rents and supervising the performance of the tenants. The Schuylers retained their cousins the Ver Plancks as agents, while the Beekmans, the Skinners, and John Van Cortlandt employed tenants for the job.[52] In

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[51]Deed, Power of Attorney to Pierre Van Cortlandt, May 10, 1758, and Rent Rolls of Oliver DeLancey and Stephen DeLancey, V1644, SHRL; Receipt Book of Pierre Van Cortlandt, V1689, SHRL; Account Book of Pierre Van Cortlandt, 1762-1763, V2301, SHRL; "Receipt for Oliver DeLancey to Lady Susan Warren, March 14, 1769," Warren Papers, Univ. of London.

[52]The Beekmans had two agents, John Bryant and Pierre Van Cortlandt; the Skinners Jonathan Haight; John Van Cortlandt, Capt. David Montross and Joseph Golden. See "Bonds Belonging to the Estate of Aunt Gertruyd Beekman Dec'd," V1931, SHRL; "List of Tennants in the Manor of C. . . to May 1769," Van Cortlandt Papers, Box Misc. Mss., NYHS; "Acct. Pierre Van Cortlandt with Col. Henry Beekman, rents, etc."

spite of these agents' efforts, the arrears rent grew.

As Table 3 demonstrates, the Beekmans' yearly income from rent was, without counting two tenants whose rents were to be adjusted by their agent, approximately £102.6.8, but back-rent as of 1769 amounted to £593.15.10. This means that on the average each tenant owed the landlord almost six years of rent. This delinquency in the payment of cash rent was mild compared with that in regard to the performance of the day's work requirement. Thirteen of twenty-five tenants of the Beekmans, who were to do one day's work yearly, had a backlog of ninety-three days of work. Each tenant had missed roughly seven years' work rent. Delinquency in the fowl requirement, furthermore, closely paralleled that of the day's work. Such tenants as Nathaniel Miller, William Borden, Jacobus Krankhyt, and Ebenezer Clark paid neither cash-rent nor the other requirements from the inception of their leases.[53]

Still worse than the Beekmans' rental situation was

V2066, SHRL; Deed Book 18, pp. 142-45, OSS, Whitney Papers, NYHS; Letter Book of John Van Cortlandt, passim, NYPL. As for the Ver Plancks being the agent of the Schuyler family, see "Estate of Cornelia Schuyler dec'd," Schuyler Papers, Box 10, NYPL. Also there is sufficient evidence that Pierre Van Cortlandt looked after the interests of Peter Kemble, son-in-law of Samuel Bayard, in the manor. See V1689, SHRL; "Biography of Col. Stephen Kemble," from Preface by Edward F. DeLancey, NYHS. Coll., XVI, i-x.

[53] "List of Tennants in the Manor of C. . .," Van Cortlandt Papers, Box Misc., NYHS.

that of the Schuylers, whose tenant roster shrank by 1774 to only 10. According to Table 4, yearly rental income from the manor for the Schuylers would have been £35.15.0 had it been paid punctually. But their tenants were so remiss in rent payment that by 1774 arrears ran as high as £540.2.0. This figure suggests that the Schuylers had not received a single penny from their land for the past 15 years.

John Van Cortlandt fared no better as far as the collection of rent was concerned. Since he, in representing his family estate, had never given life tenure to his tenants, he did not have to suffer such long rental arrears as did the Beekmans and the Schuylers. The lease tenure of his tenants was short and so were their arrears in rent. But in view of his letters to tenants and his receipt book peppered with pungent threats warning them to pay their back rent, it is not hard to visualize how uncooperative they were, even though the sources do not yield exact figures on the matter.[54]

Landlords, of course, had a potential reserve of power at their disposal to counter the delinquencies of a tenant and force him to perform the terms upon which the lease was granted. This power, at least in theory, authorized the landlord "by the space of 20 days" after the day

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[54]Letter Book of John Van Cortlandt, NYPL; Receipt Book of John Van Cortlandt, NYHS.

when the rents were due, to enter the leased premises, and distrain and distress the goods of the tenant until the rents were paid. However, if the renter failed to observe the agreements in his lease for the space of six months, the landlord could, by virtue of the agreement, revoke the lease and recover the premises, This is what the Beekmans specified in their leases and there is no doubt that other proprietors did the same.[55] Such an arrangement was necessary because there were no statutory laws dealing with tenants' frauds and landlords' right to recovery of rents until 1774, when the provincial government passed "An Act for the better Security, and more easy recovery of Rents, and renewal of Leases and to prevent Frauds committed by Tenants."[56] The law was too late to

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[55]See any one of the leases granted by the Beekmans.

[56]The bill was passed on March 9, 1774. The Colonial Laws, V, pp. 624-36. Three years earlier, a bill to relieve the predicament of the landed interest because of the abuses and frauds of the tenantry was passed, but met the veto on June 9, 1772 by the home government which was then scheming to alienate tenants from the revolutionary ranks. See "An Act to prevent abuses committed by Tenants, or by other Persons entering and keeping possession of Messuages Lands and Tenements before a legal Title to the same is obtained," The Colonial Laws, V, pp. 204-07. There were several laws concerning tenantry in the previous years, but they were to be applied only to certain areas and aimed at preventing tenants and others from trespassing on lands. Governor Burnet to the Lords of Trade, October 14, 1726, N. Y. Col. Doc., V, p. 782. In any event, it is interesting to note that the New York Assembly had not taken up a measure to cope with the non-performance of lease terms by the tenant until 1771. It may be that the tenantry problems and their abuses had not yet become sufficiently serious to alarm the legislature.

help the landlord, who, however, could always, as a last recourse, bring his case to a court of Common Pleas to redress his predicament when tenants doggedly refused either to surrender their leases or pay back-rent.[57]

Strangely, however, the manor proprietors, except for John Van Cortlandt and his father, rarely invoked this last power. One is struck by the fact that there were but two instances of eviction by the Beekmans as a result of a renter's violation of lease articles. Andries Bergher was ousted in June, 1747, for his "default of non-performances . . . in presence of Henry Beekman by John Yeomans constable, in witness of Jury Brewer, Abraham Stober and William Scot."[58] Unfortunately, we are unable to establish the details of the non-performance. The other lease, possessed by John Lancaster, was forfeited in 1748 for the back rent of seven years.[59] None of the Beekman's renters was ever evicted or brought to account for delinquencies after that date, however, although they were notoriously bad tenants. It must be

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[57]See Westchester Court of Common Pleas, Frederick Philipse against Uriah Travis for arrears of rent, May, 1769, Huguenot and Historical Association, New Rochelle, New York; Stephen Van Cortlandt of New Jersey against Capt. Annanias Rogers, 1762, John Van Cortlandt to Capt. Rogers, December 4, 1762, Letter Book of John Van Cortlandt, NYPL.

[58]Lease, the Beekmans to Andrew Barton, May 1, 1749, V1942, No. 2, SHRL.

[59]Lease, the Beekmans to Jonathan Odell, May 6, 1749, V1697, SHRL.

concluded, from what we know about the state of rent arrears, that the Beekmans were far from being oppressive landlords.

The Beekmans' case also seems to hold true for the other proprietors. For there is no evidence that they prosecuted their tenants or distrained the latter's goods for back-rent. Indeed, if anyone was hurt by delinquencies in back rent and, accordingly, was justified in taking an appropriate measure to obtain restitution, it was the Schuylers. But they did nothing, despite cases such as that of Dr. James Perry, who leased a farm of 217 acres in 1750 at the yearly rent of £2.10 for "two lives."[60] He wrote General Philip Schuyler in 1786 that he was "ashamed for [his] great neglect in letting it (back-rent). . . amount to such a sum (£37.10)" and continued:

> Therefore as your Honours Patience has Forbore Prosecuting me for a longtime I hope you will Desist a little longer I am very. . . willing to give a Bond and Security if Required. . . .[61]

Perry may have suspected that General Schuyler had reached the end of his patience with him, for he was at the time negotiating the sale of his lease to John Carman. Explaining to General Schuyler why he wanted to sell, Perry wrote that "it is not upon any account of any oppression" he had

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[60]Schuyler Papers, Box 10, NYPL.

[61]James Perry to Philip Schuyler, May 9, 1789, Schuyler Land Papers, Box 23, NYPL.

ever received from the Schuylers, but because of "growing ancient and not having enough strength to carry on the Farm."[62] How does one account for the apparent leniency of the manor proprietors other than John Van Cortlandt toward recalcitrant tenants? This is a vitally important question, pointing toward the very core of colonial society. There is, however, only circumstantial evidence for the question.

The principal reason for the landlords' leniency seems to have been closely related to the abundant economic opportunity in the province that already has been described. Vast tracts of land were waiting to be settled and landlords, in order to secure tenants to improve their own lands, found it necessary to compete with one another in offering acceptable terms. The alternative to this was to let the land remain undeveloped and run the risk of forfeiture to the government for non-improvement.[63] Thus it is not surprising that landlords often were "very glad" even

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[62]James Perry to Philip Schuyler, February 17, 1748, Schuyler Land Papers, Box 19, NYPL.

[63]Oliver DeLancey to Colonel Fitz Roy, et. al., April 10, 1772, Oliver DeLancey to Colonel William Skinner, June 10, 1772, Warren Papers, Univ. of London; Governor Hunter to the Lords of Trade, November 12, 1715, N. Y. Col. Doc., V, p. 456; Earl of Bellomont to the Lords of Trade, November 28, 1700, Ibid., IV, p. 791.

to have "intruders" or squatters settle on their estates.[64] Proprietors in positions of influence in the provincial government sought, for avowedly humanitarian purposes, to bring to their lands such foreign refugee groups as the Palatines in 1710 and the "Neutral" refugees from Nova Scotia in 1756.[65] Thus it may well be that the economic interests of the Cortlandt proprietors led them to offer apparently liberal lease terms to prospective renters and to be tolerant of delinquencies rather than run the risk of losing irreplacable tenants and having their estates revert to wilderness.[66] The tenant of the Colonial period had a value that made it necessary to treat him gingerly.

Only John Van Cortlandt seems to have taken exception to the general practices of the manor proprietors in regard to tenant defaults. Of all the Cortlandt proprietors, only he, with his eccentricities and high-handed menner, most nearly fits the stereotype of a haughty and imperious landlord. To one recently settled tenant he wrote in 1768, "Unless you settle your Rent Immediately on Recipt of

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[64]Testimony to the Memorial of Frederick Philipse by John Warrs, one of the landlords of the Manor of Cortlandt, Loyalist Papers, 41, pp. 596-600.

[65]Mr. James Du Prè in New York to Seceetary Vernon, October 4, 1710, Secretary George Clarke to the Lords of Trade, May 30, 1711, N. Y. Col. Doc., V, pp. 172, 238-40. As for the case of Canadian "Neutral" refugees in 1756, see Council Minutes, August 25, 1756, XXV, p. 141, NYSL. The Manor of Cortlandt took care of eleven "Neutrals" including children.

[66]Oliver DeLancey to Colonel William Skinner, January 7, 1775, Warren Papers, Univ. of London.

this you must Expect to be compeled shortly."[67] The same day he wrote to another renter:

> Upon viewing the Farm you possess I find not withstanding my Telling you you should not disobey & clear any more of the wood Land---except Swamps you have cleared 30 acres of the best young timber Such Behaviour I cannot forgo & Also observe you have not made any Improvements since you have had possession of the farm must now tell you which you may depend on that I shall at Request of the family---replace every person on that behaves in such a manner & Desire you will on Receipt of this pay.[68]

True to his threats, he evicted at least twelve tenants between 1762 and 1773 either for failing to live up to lease agreements or for being behind with their rent.[69] He was, moreover, extremely reluctant to renew a lease without raising the rent. Yet there were occasional sales of improvements or leases among John Van Cortlandt's tenants, which suggests that even his policies, at least to some renters, were not unbearable.

In general, the manor proprietors' policies in regard to their renters, even as expressed in the terms of

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[67]John Van Cortlandt to Benjamin Golden, November 9, 1768, Letter Book of John Van Cortlandt, NYPL.

[68]John Van Cortlandt to George Carpenter, November 9, 1768, Letter Book of John Van Cortlandt, NYPL.

[69]The evicted were: Isaac Wright, Annanias Rogers, John Soulice, Jedediah Dean, Lawrence Losee, John Wright, Daniel Cornel, Peter Montross,,Bartlet Brundige, Isaac Wright, Augustine Rogers, and "Mr. Sutton." See Receipt Book of John Van Cortlandt, passim, NYHS; Letter Book of Stephen and John Van Cortlandt, passim, NYPL; Journal (c) of John Van Cortlandt, NYPL.

lease papers, were by no means "quasi-feudal." Even such demands as a day's work or two fowls per year were made only by the Bayards and the Beekmans, who did not always insert such terms in their leases. There was, moreover, a great difference between what Proprietors could demand in writing and what they could command in actual practice. To make sweeping generalizations about landlord-tenant relationships on the basis of what is contained in letters of patent and leases is as erroneous as to try to gain an understanding of colonial politics by studying only the decrees and instructions of the English government without bothering to find out how these were applied in the various colonies.

How did lease terms and their applications affect the economic and social life of the tenant and his chances of prospering in the manor? This will be discussed in the following chapter.

CHAPTER VI

ECONOMIC AND SOCIAL STATUS OF THE TENANT

Despite all that has been written about social discontent and conflict, no student of colonial New York has attempted to determine the extent of tenant property holdings except in the most general terms.[1] Harry Yoshpe wrote in 1939 that "the tenant-farmers of Westchester County . . . were comparatively well-to-do and can hardly be classed with the rank and file of poor yeoman, dependents, artisans, and landless laborers."[2] Yoshpe based his conclusion upon an examination of the disposition of loyalist estates in the county during and after the War for Independence. This view was subsequently questioned by an historian who had studied one section of the county.[3] Our own scrutiny of source

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[1]Carl Becker, The History of Political Parties; Irving Mark, Agrarian Conflicts; Staughton Lynd, Anti-Federalism in Dutchess County, New York (Chicago, 1962); Lynd, "The Tenant Rising at Livingston Manor;" Lynd, The Revolution and the Common Man (unpublished Ph.D. Dissertation, Columbia University, 1962); Alexander C. Flick, Loyalism in New York During the American Revolution (New York, 1901); Ellis, Landlords and Farmers.

[2]Harry Yoshpe, The Disposition of Loyalist Estates in the Southern District of the State of New York (New York, 1939), p. 116.

[3]Reubens, "Philipsburgh Manor," p. 44.

material regarding the tenants in the Manor of Cortlandt, which comprised a large portion of the county, however, supports Yoshpes's conclusion.

The manor tax list for 1779 with the valuations of real and personal estate on the basis of the assessment of 1775, but excluding rents, mortgages, and other encumbrances, has been preserved. A cross-checking of the names on the list, which included 547 residents, with the list of tenants as of 1779 as well as the former tenants identified the property-holdings of eighty-seven tenants and former tenants.[4] Besides these eighty-seven persons, an effort was made, with the help of rent rolls, deeds, wills, and Loyalist papers, to find information about the property-holdings of certain other tenants, not on the tax list, who had left the manor during the war or had sold their leases before 1775.[5] It is, however, impossible to determine the exact number of tenants and freeholders in the manor, since some freeholders were also tenants and because of the paucity of the material. In a society where speculative fervor was rampant and human mobility was high, the task of tracking

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[4]"Tax list of the County of Westchester made Pursuant to an act of the Legislature of the State of New York passed March 2, 1779," Mss., Folder 17, NYSL.

[5]Since this chapter is devoted to a study of the property holdings and social mobility of the tenants, tenants as of 1779 as well as former tenants will be referred to as tenants.

down all the inhabitants of the manor is beyond our reach. Some tenants died intestate, some left the manor after selling their improvements, and others simply faded away without leaving any trace. A further impediment to research is the fact that even some of the rare official documents are undependable. For example, the manor tax list just referred to is silent on the estate of Dr. James Perry, a tenant of Philip Schuyler, despite positive evidence that he was residing on the manor during the war and continued to keep the taxable lease which he had acquired in 1750.[6] Moreover, the assessment of estates was obviously conservative and probably also inaccurate. Thus, the tax list recorded no personal estate for Pierre Van Cortlandt, one of the wealthiest landlords, while some of the manor tenants are shown to have had £3,000 or more personal property. In many cases, there were discrepancies between the assessed value of estates--real and personal--as recorded in the list, and actual holdings of tenants, as is to be seen by comparing the assessments with other information that has been turned up about some individuals.

In view of the extraordinary amounts of back-rent which many tenants owed their landlords, one might conclude simply that they were very poor. This same thinking,

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[6]See Perry's letters to Philip Schuyler, February 17, 1784, November 2, 1784, May 9, 1786 and March 22, 1787, Schuyler Papers, Box 19 and Box 10; rent account for his lease with the Schuylers, Box 10, NYPL.

however, also could lead to the absurd conclusion that the Colonies refused to pay taxes imposed by the home government because they, too, were poverty-stricken. That the accumulation of back-rent in many cases had no relationship to the size of a tenant's estate is shown by the case of Joseph Veal, a typical leaseholder in the manor. Veal, who had settled on a 299-acre farm in 1753 as a tenant of Stephen and John Van Cortlandt, moved to Fishkill, Dutchess County in 1786, leaving a large amount of back-rent. Several letters from the "surprised" heirs of John Van Cortlandt after 1788 threatened prosecution, but attempts at collecting the rent were unsuccessful until 1790. Despite the back-rent, Veal's personal estate alone, according to the 1779 tax list, was £3,312.[7]

The tax list, however, does not show how much of the value of an estate consisted of the landlord's basic soil right and how much represented improvements made by the tenant and belonging largely to him. For this reason, it has been necessary to exclude real property from our estimates of tenant wealth, which, as a result, will be extremely conservative. The exclusion of real estate from

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[7]Receipt Book of John Van Cortlandt, NYPL; Stephen and John Van Cortlandt, heirs of John Van Cortlandt, to Joseph Veal at Fish Kill, May 7, 1788, June 24, 1788, and October 17, 1789, Letter Book of Stephen and John Van Cortlandt, 1771-1772, NYPL.

our consideration, though inevitable, would be regarded as outrageous by tenants like John Hyat, Jr., Joshua Hyat, Simon Brady, and Joseph Anthony, to name a few, whose improvements were considerable.[8]

Even when we include only personal property assessments, however, we find that tenants, contrary to the standard view, usually were prosperous. As shown in Tables 11 and 12, 16 tenants (18% of those examined) had estates ranging from no personalty to £99. Thirty-eight others (44%) had from £200 to £699, while 23 (26%) had from £700 to £1,499 and ten (12%) had from £1,500 to £3,760 personal property.

The size of such estates can be seen when measured against the prices of certain goods and services. Between 1740 and the 1770's, 100 acres of unimproved land near a well-settled town such as Albany was worth between £10 and £20 (in New York money),[9] while good manor land in the

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[8]See Table 13, also notes 42 and 43.

[9]Nicholas Bayard, et. al to Johann Frederick Ries (the Lutheran Minister) respecting Back Lands, October 17, 1749, Nicholas Bayard Papers, NYHS; Governor Tryon to the Earl of Hillsborough, April 11, 1772, N. Y. Col. Doc., VIII, p. 293. In frontier Vermont, unimproved patented land of 100 acres was rated only at £1.10 to £2. See the land sale records of Mansfield and Stowe townships from 1774 to 1828. See Mansfield Proprietors Book of Records, 2 vols., Town Records of Stowe; Land Records of Stowe, 2 vols., all at the town hall of Stowe, Vermont.

vicinity of New York during the 1760's was worth about £3 per acre, exclusive of improvements.[10] A modest new dwelling house of six rooms in the manor was rated at around £35 druing the same decade.[11] A manor common school master's salary in 1770 was no more than £25.[12] Governor Bellomont observed in 1690 that with £50 or £60 "a man will have a comfortable little house built with necessary furniture, two or three cows, and a couple of horses to begin his husbandry with."[13] Allowing for the gradual inflation that took place during the early eighteenth century, a man could perhaps do the same with £100 or less during the 1760's and 1700's. Under these circumstances, a man with £200 personal estate, exclusive of the

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[10]See Oliver DeLancey's report on the value of soil right to the heirs of the Warrens, n.d., Warren Papers, NYHS. See also the valuation of the soil right of the Skinners' land in the manor in 1768, Deed Book 18, p. 148, OSS; "Copy of Survey of Lot No. 4, the property of the Estate of Elizabeth Skinner. . .," Warren Papers, Univ. of London.

[11]See John Van Cortlandt's Journal (c), on Isaac Frost's house, NYPL.

[12]Account of John Wright, school master, with Pierre Van Cortlandt, January 29, 1770, V1948, SHRL.

[13]Earl of Bellomont to the Lords of Trade, October 20, 1699, N. Y. Col. Doc., IV, pp. 588-59.

Table 11.--Property Holdings of Tenants, 1775

A. The Beekmans' Tenants

Name	Real Estate (pounds)	Personal Estate (pounds)
Abraham Purdy	500	666
John Conklin	400	800
John Hyat, Jr.	860	1600
Joshua Hyat	2000	3256
Joseph Lee	200	456
Joseph Lee, Jr.	400	650
Joseph Strang	600	---
John Bryant	1350	96
John Brewer	375	1096
John Field	510	655
Gabriel Carman	1120	928
William Jewell	400	800
Bathias Bookhowt	600	1200
Henry Keer	200	320
Jeremiah Drake	140	1954
Isaac Frost	1750	2424
Hyat Lane	600	1030
Nathaniel Hyat	450	1134
Ezekiel Hyat	1500	880

Supplementary Information on the Tenants Listed above:

Abraham Purdy: Yeoman; a descendent of Joseph Purdy of White Plains; died in 1778; took over his brother Joseph's lease of 156 acres in N. Lot No. 3 sometime before 1752; he was sufficiently well-to-do as to donate £50 to the Presbyterian Church of Hanover; he bequeathed to his son Elvon "all lands and tenements, large bay horse & (his) bauld mare & (his) oxen, & 1 cow, 10 sheep, 5 swine. . . all farming utensils; then, according to a deed, sold in 1786 to John Strang 125¼ acres of land in S. Lot No. 3 for £596.3.6; eventually, Elvon purchased the soil right of the lease for £400 from the heirs of the Beekmans in 1791; the tax list for 1779 shows that Elvon was materially better off than his father, owning real estate worth £1120 and personal estate £700. (Cortlandt Manor Papers, NYHS; his will dated April 9, 1778, NYHS. Coll. XXXIII, 150; Deed Book Aber K, 24-6, WCCO; V2194, SHRL).

John Conklin: Yeoman; took over a part of John Hyat, Sr.'s lease after the latter's death in 1760; records show that he bought a tract of 123 acres for £30 in 1738 and conveyed it to Jonathan Conklin for £5 in 1758; according to his will, dated June 29, 1787, he owned real estate in Dutchess County which he ordered his sons Jeremiah, Drake, and Timothy to divide equally among them; he also gave Drake and Timothy each 1 pair of oxen, 1 cow, 1 horse; to daughter Jane £50 out of his personal estate; two female negroes, to his son John all his land, Messuages, the lease in the manor plus 1 pair of oxen, 1 cow, 1 horse, and a negro boy called Adam aged about six months; to his wife the rest of his estate. (Cortlandt Manor Papers, NYHS, V1730, V2050, V2066, SHRL; Gertruyd Beekman's will, Mss. 12695 (3), p. 3, NYSL; Will Book A, 175-76, WCSO).

John Hyat, Jr.: Yeoman; his father, John Senior, a Justice of Peace, leased first 331 acres of land for the yearly rent of £4.5. on May 1, 1749, and then bought improvements of Andrew Barton's lease in 1757 for £60.10.9; John Junior took over the first farm upon the death of his father in 1760; he declared to Pierre Van Cortlandt in 1796 that he was offered for his lease £1400. (V1942, No. 2, V1945, SHRL; John Hyat, Sr.'s will, April 22, 1760, NYHS, Coll., XXX, 244; Cortlandt Manor Papers, NYHS; Gertruyd Beekman's will, Mss. 12695 (3), p. 3, NYSL; Pierre Van Cortlandt to his son Philip Van Cortlandt, March, 1796, V1783, SHRL).

Joshua Hyat: Yeoman; second son of John Hyat, Sr., a Justice of Peace; he received from his father "Andrew Barton's Farm" in N. Lot No. 3 plus £30 upon his father's death in 1760; in 1791, he sold his improvements of the farm for £700. (V1945, V1680, V2066, V1945, SHRL; Gertruyd Beekman's will, NYSL).

Joseph Lee: Yeoman; his lease from John Van Cortlandt expired on May 1, 1755; in 1753, he bought Lot. No. 18 and part of Lot No. 17 in N. Lot No. 7 from Andrew Johnston; also purchased in 1786 the farm where grandson Enos Lee lived. (Borton, History of Westchester County, II, 663-64; V2066, V1931, SHRL).

Joseph Lee, Jr.: Yeoman; took over his father's lease in 1766 and continued to keep it until his death in 1791 when he willed it to his second son Enos and his third son Elijah. (V2205, SHRL; his will, April 13, 1790, Will Book A, 189-92, WCSO).

Joseph Strang: Shop-keeper; leased a small tract around 1760 for the yearly rent of £2; started to buy small pieces of land, first in 1759, 20 acres of land in S. Lot No. 3 from John Gue for £60; then in 1767, 76 acres in S. Lot No. 4 for £296.3.4. from the Skinners; in 1769, another 6 acres in N. Lot No. 4 for £210 from Isaac Guion; finally, 11 acres in S. Lot No. 4 for £44 from Gilbert Drake, Esq. (tenant of the Beekmans and Frederick Philipse) in 1770; speculated in Mansfield in Vermont in 1763. It is impossible for us to think that Joseph Strang as a shop-keeper had no personal estate at all. Also in view of his series of purchases of land, the evaluation of his real estate is too conservative. (Cortlandt Manor Papers, NYHS; Deed Book Aber H, 264-74, WCCO).

John Bryant: Millwright; agent of the Beekmans since 1760; in 1763 bought farms No. 6 and 7 in No. Lot, No. 6 containing 500 acres from John Duncan for £760 on mortgage; Pierre Van Cortlandt by 1766 paid off on Bryant's behalf, for which Bryant mortgaged the land to the former; finally, in 1795, Philip Van Cortlandt, son of Pierre, auctioned it to recover Pierre's credit. (V2066, V1978, SHRL; Mortgage Deed, October 4, 1790, Van Cortlandt-Van Wyck Papers, Misc. Land Papers Box 1, NYPL; New York Journal and Patriotic Register, January 3, 1795).

John Brewer: Yeoman; in April, 1775 leased 126 acres in N. Lot No. 3 for the yearly rent of £2 and continued to keep it until 1782; he owed the Beekmans a back-rent of £56.7.9. as of April, 1775. (V2207, V1931, SHRL).

John Field: Yeoman; his bond of rent dated April 20, 1775 to the Beekmans amounted to £115; a deed of sale in 1788 shows that he and his wife Lyde owned 200 acres with houses and barns worth £160 in Harrison Purchase, Westchester County. (V1931, SHRL; Deed Book Aber K, 299-300, WCCO).

Gabriel Carman: Saddler; leased 156¾ acres on November 2, 1767; he and his wife Hannah owned in fee simple 70 acres of land in S. Lot No. 3 which had been given to Hannah by her cousin Martha Woods of New York City in May, 1764; then, in 1771, they sold the tract to their son Gabriel Carman, Jr. for £200. (Will of Martha Woods, May 31, 1764, NYHS. Coll., XXXI, 360-61; Deed Book Aber K, 16-17, WCCO; lease to Gabriel Carman, November 2, 1767, Van Cortlandt Papers, NYHS).

William Jewell: Yeoman; leased a farm of 266 acres in 1738 in S. Lot No. 8 for the yearly rent of £2.13.4 and kept it at least until 1790 when his son George took it over from William's wife Elizabeth. (Lease, May 11, 1738, Van Cortlandt-Van Wyck Papers, Misc. Land Papers, Box 1, NYPL; V1884, SHRL; Deed of grant from William Jewell to his wife, November 2, 1789, Deed Book, Aber K, 256-57, WCCO; Elizabeth's will, August 3, 1790, Will Book A, 217-19, WCSO).

Mathias Bookhowt: Yeoman; in 1760, leased a farm of 266 acres in S. Lot No. 8 for the yearly rent of £2.13 and kept it at least until 1788. (Cortlandt Manor Papers, NYHS; Pierre Van Cortlandt to Philip Van Cortlandt (his nephew), September 1, 1788, V1884, SHRL).

Henry Keer: Yeoman; also a tenant of the Ver Plancks as shown in the will of Philip Ver Planck in 1767 (a farm of 178 acres). (Lease, June 1, 1769, V2066, SHRL; will of Philip Ver Planck, October 23, 1767, NYHS. Coll., XXXI, 459).

Jeremiah Drake: Yeoman; took over Daniel Delamoux's lease in 1740s at the yearly rent of £4.10 (270 acres); bought 134 acres of land for £268 from Andrew Johnston in 1756; in 1762, bought 1 acre and a half for £3 from Caleb Ward; bought 17 acres for £135 from James Crawford of Yonkers in 1786. (See lease to Daniel Delamoux, March 25, 1737, Van Cortlandt-Van Wyck Papers, Misc. Land Papers, Box 1, NYPL; Deed Book Aber K, 7-8, 8-9, Aber I, 365-66, WCCO).

Isaac Frost: Yeoman; leased a farm of 385 acres in January, 1773 for the yearly rent of £6.7; he was also a tenant of John Van Cortlandt in the 1760's. (Lease, V2188, SHRL; Journal (c) of John Van Cortlandt, NYPL).

Hyat Lane: Yeoman; inherited a third of his father Daniel's lease of 319 acres in 1770; Hyat still held the lease when he was writing his will in 1802; he willed one third of it to his wife, along with his "Sorrel mare," 2 best cows, 2 best swine, and 5 best sheep, and the other two thirds to his two sons; besides, his will shows that he owned a tract of land in fee and lease from Stephen Van Cortlandt; he ordered his three sons to pay £35 to his other heirs. (Daniel Lane's will, June 22, 1772, NYHS. Coll., XXXI, 37-8; Cortlandt Manor Papers, NYHS; V2213, SHRL; Hyat Lane's will, September 15, 1802, Will Book C, 184-86, WCSO).

Nathaniel Hyat: Yeoman; brother of John Hyat, Sr.; leased a farm of 319 acres in 1740s for the annual rent of £3.6; held it until his death in 1794 when he willed half of it to his son Ezekiel and the other half to his daughter-in-law; he owned two dwelling houses; he also owned in fee simple a large tract of land in Dutchess County which he ordered his two grandsons to divide equally between them; his son Ezekiel was quite well-to-do; Nathaniel was a Captain of the Manor Militia before the War. (Cortlandt Manor Papers, NYHS; Gertruyd Beekman's will, February 2, 1776, Mss. 12695 (3), p. 3, NYSL; Nathaniel Hyat's will, September 9, 1794, Will Book B, 141-43, WCSO).

Ezekiel Hyat: Yeoman; a son of Nathaniel; received a sublease from his father in the 1760's as he was entitled to a lease that included his name. (Lease to William Borden, May 1, 1756, V2198, SHRL; Nathaniel Hyat's will, Will Book B, 141-43, WCSO).

B. The Warrens' Tenants

	Real Estate (pounds)	Personal Estate (pounds)
David Montross	1100	1864
Symon Mabee	700	616
John Veal	600	---
Thomas Powell	550	600 (by estimation)
John Wright	150	430
Abraham Wright	1100	1640
Jacob Write	400	294
Peter Montross	200	---
Gilbert Griffen	120	320
William Pearce	250	480
Walter Ward	1200	1989
John Pinkney	700	428
Solomon Hunt	400	338
Joseph Sherwood	1000	1236
William Lent	120	---
Abraham Lent	350	600
Joseph Osborne	450	592

Further Information on the Tenants Listed above:

David Montross: Shop-keeper; first appears on the rent rolls of Oliver DeLancey in 1748 for the Peter Warrens; occupied a 211-acre farm in the manor paying £3.5; in 1770, he leased another farm; leased two more farms in South Lot. No. 9 in 1773. His will dated Feb. 28, 1806 shows that he owned one farm which he gave to his son Jacob, also gave to his two sons Jacob and Nathaniel the remainder of his real and personal estates on the condition that they would pay his other son $1250, to Elizabeth $375, to Winefered $125, to daughter-in-law $250, to son Joseph $500, to a grandson $500; he served as an agent of John Van Cortlandt; Captain of militia. (V1644, SHRL; Warren Papers, Univ. of London; Warren Papers, NYHS; Will Book F, pp. 270-71, WCSO).

Symon Maybee: Yeoman; possessed Farm No. 2 (196 acres) for the rent of £4.10; appears on the rent rolls in 1748 and continued to the outbreak of the War. (V1689, V1644, SHRL; Warren Papers, NYHS).

John Veal: Yeoman; leased farm No. 3, Lot No. 5, rent £4; in 1765, bought a farm of 233¾ acres from the heirs of Elizabeth Skinner for £818.2.6; speculated in 1763 in Mansfield in Vermont; first appears on the rent rolls in 1748; continued to keep his lease through the War. (V1689, V2301, SHRL; Deed Book Aber G. 601-02; Warren Papers, Univ. of London, SHRL; Batchellor, N. H. State Papers, XXVI, pp. 514-18).

Thomas Powel: Yeoman; bought improvements on Farm No. 9, S. Lot No. 5 for £46.10 in 1763 and kept it through the War. (Warren Papers, Univ. of London; Warren Papers, NYHS; V1644, SHRL).

John Wright: School Master with a yearly salary of £25. according to his account with Pierre Van Cortlandt in 1770; also a tenant of John Van Cortlandt until 1768; leased Farm No. 12, S. Lot No. 5 sometime before 1748 and kept it through the War; his son Wright, Jr. was also a tenant of the Warrens; sold 39½ bushels of wheat to Pierre Van Cortlandt in 1749. (V1948, V2301, V1689, SHRL).

Abraham Wright: Yeoman; leased Farm No. 13, S. Lot No. 5 for yearly rent of £3.15 sometime before 1748 and kept it through the War; his will dated March 19, 1791, shows that he bought a farm from Peter Kemble and bequeathed it to his son Benjamin on the condition that his son cancel his demand of £250 against his father; gave a farm in fee to his two grandsons Samuel Osborn and Abraham Wright; also gave to his grandson Abraham the half of his farm he "lately bought of John Watt" and the other half to Samuel Osborn; to daughter Martha £150, to son Benjamin £15, to two great grandsons £15 each, to the heirs of Silvanus Raynor £20; ordered sale of all the rest of his estates to pay his debts and all the legacies. (V1689, V1644, V2301, SHRL; Deed Book Aber K, 280-82, WCCO; Will Book B, pp. 295-98, WCSO).

Jacob Write: Yeoman; leased two farms from the Warrens and Stephen and John Van Cortlandt before 1748; sold his improvements on the latter's lease for £110 in 1758 as his lease term expired; sold the other lease to Thomas Powell for £46.10 in 1763. (V1689, V2301, SHRL; Receipt Book of John Van Cortlandt, NYHS).

Peter Montross: Yeoman; brother of Captain David Montross; leased two farms from the Warrens and Stephen and John Van Cortlandt sometime before 1748; in 1768, he was told by John Van Cortlandt to remove off the lease for back-rent and poor improvement; in 1771, he and his wife Hanna received from his father-in-law Jacobus Krankhyt 50 acres of land in the Rykes Patent; speculated in the town of Stowe in Vermont in 1763. (V1689 SHRL; Warren Papers, NYHS; John Van Cortlandt to Peter Montross, November 9, 1768, Letter Book of John Van Cortlandt, NYPL; Will of Jacobus Krankhyt, January 7, 1771, Jacobus Krankhyt Papers, NYHS; Batchellor, N. H. State Papers, XXVI, 461-64).

Gilbert Griffen: Yeoman; leased a farm in S. Lot No. 2 in 1749 for yearly rent of £3.10; stopped paying rent after 1766. (V1689, V1644, SHRL).

William Pearce: Yeoman; bought the improvements on a lease of 234 acres in 1762 from "Mr. Avery" for £120; kept it through the War. (V1644, SHRL; Warren Papers, NYHS).

Walter Ward: Yeoman; leased a farm before 1761 and in 1774, bought improvements of lease from Daniel Wolsey; speculated in Mansfield, Vermont in 1763. (V1644, V1689, SHRL; Batchellor, N. H. State Papers, XXVI, 461-64).

John Pinkney: Yeoman; until 1765, he was a tenant of the Skinners; bought a tract of 123 acres from them in the same year but released it to them in 1771, for he was unable to pay "the Consideration money"; in 1769, he bought improvements of lease from the heirs of Richard Crab, a former tenant of the Warrens; he owned $\frac{1}{4}$ of 1/30 of Mineforts Island in the Manor of Pelham which he sold to his father in 1763 for £22.15. (Deed Book 18, p. 148, OSS; Cortlandt Manor Papers, NYHS; Deed Book Aber G, 596-97, WCCO; Warren Papers, Univ. of London; will of Richard Crab, May 6, 1768, NYHS. Coll., XXXI, 209-10; V1689, SHRL).

Solomon Hunt: Yeoman; leased Lot No. 1 in South Lot No. 9 before 1773; paid back-rent of £30.17 on January 9, 1773. (V1689, SHRL).

Joseph Sherwood: Justice of the Peace in the 1760's; appointed by the New York Assembly as one of the Commissioners of Highway for the Manor, along with Philip Ver Planck and Pierre Van Cortlandt, in January, 1765; in 1768, he sold 50 acres of his land in N. Lot No. 1 to Justus Sherwood for £50; also sold land of 38¼ acres to Samuel Drake in July, 1770; in 1773, bought from Joseph Anthony improvements of two farms of 293¾ acres that Anthony had purchased in 1764 from John Wright, Jr. for £450. ("Deposition of Lawrence Huff against Joseph Sherwood," May 13, 1760, Calendar of Hist. Mss., LXXXVIII, p. 12; The Colonial Laws, IV, 895-96; Deed Book Aber H, 122-24, WCCO; Deed Book 27, p. 125, OSS; Warren Papers, Univ. of London).

William Lent: Yeoman; not much information except that he died seized in 111 acres in fee simple according to his will dated July 6, 1795 and that he paid rent of £3 in 1771 and 1774. (Will Book B, 372-73, WCSO; Warren Papers, Univ. of London).

Abraham Lent: Yeoman; during the War, removed to Rumbout Precinct of Dutchess County; after the War, he bought at least 40 acres of land in the Manor of Philipsburgh which he sold to John Archer for £150 in 1786. (Deed Book Aber K, 190-91, WCCO).

Joseph Osborne: Yeoman; occupied 203½ acres of land, No. 7, S. Lot 5 since 1760; bought with Robert Weeks 482 acres of land in 1769 from Peter DeLancey for £424.4. (Warren Papers, NYHS; Deed Book Aber H, 375-76, WCCO).

C. The DeLancey's Tenants

	Real Estate (pounds)	Personal Estate (pounds)
John Mabee	240	---
Levi Bailey	920	540
Ephraim Baker	350	312
Deliverance Purdy	480	200
Abraham Van Skaay	120	250
James Bishop	200	---
William Bloomer	720	400
Timothy Delivan	200	235
Samuel Cole	10	---
John Delivan	392	534
Denton Smith	1000	666
Silvinus Townsend	860	320
Ebenezer Purdy	650	67
Mathew Delivan	500	666
Halsey Wood	255	---
Solomon Close	400	---
Timothy Van Scoy	600	---

Supplementary Information on the Tenants listed above:

John Mabee; Yeoman; until 1757, he was a tenant of Philip and, then, of Stephen Van Cortlandt with a lease of 240 acres in N. Lot No. 6; in 1758, as its soil right was sold to Oliver DeLancey, he became a tenant of Oliver DeLancey; in 1761, he bought the tract for £496 on mortgage from DeLancey; by June 10, 1769, he paid off his bond with interest as DeLancey's receipts indicate; speculated in Mansfield, New Hampshire in 1763. In view of his solvency just described, it is not hard to accept the fact that he did not own a personal estate at all. (New York Mercury, November 28, 1757; Account Book of Pierre Van Cortlandt, V2301 (Oliver DeLancey's rent receipts), V1685, SHRL; Maybee's mortgage deed, April 27, 1761, V1644, SHRL; DeLancey's receipts of payment, V1644, SHRL; Batchellor, N. H. State Papers, XXVI, 514-18).

Levi Bailey: Yeoman; leased farm No. 5 (227 acres) in N. Lot No. 9 sometime before 1762; in 1769, bought soil right of his lease from the heirs of Stephen DeLancey for £510.11; in 1772, bought from the heirs of Andrew Johnston farm No. 9 (318 acres) in N. Lot No. 7 for £832.10; held the rank of Commander for Northern Battalion in 1775. (As for his

tenant status, see rent receipts of Stephen DeLancey from 1763 to 1769, V1644, SHRL; Deed Book Aber I, 179, 180-81, WCCO).

Ephraim Baker: Yeoman; no information except that he paid rent of £3 in 1763 and 1765 and held this land through the War. (Rent receipts of James DeLancey, V1644, SHRL; Deed Book Aber I, 177, WCCO.

Deliverance Purdy: Yeoman; first occupied Abigail Pedrick's lease in 1763 at the yearly rent of £5.5. (V1644, V2301, SHRL).

Abraham Van Skaay: Yeoman; leased a farm in N. Lot No. 9 at the annual rent of £3 before 1763. (V2301, SHRL).

James Bishop: Yeoman; paid rent £3 in 1763 for a farm in N. Lot No. 9. (V2301, SHRL).

William Bloomer: Yeoman; paid rent £3 in 1763 and seen still residing in N. Lot No. 10 during the War. (V2301, SHRL; Deed Book Aber K, 377-78, WCCO).

Timothy Delivan: Yeoman; no information except that he paid rent £3 for a farm in N. Lot No. 10 in 1763. (V1644, SHRL).

Samuel Cole: Yeoman; paid rent of £2 for a farm in N. Lot No. 10 in 1763. (V2301, SHRL).

John Delivan: Yeoman; bought part (36 acres) of soil right of his lease from the heirs of Stephen DeLancey for £120 in 1770 and bought another part (52 acres) in 1773 for £70.17.6; in 1788, he bought from Thomas Thomas, the high Sheriff of Westchester County, 50 acres near his land for £112.3.6. (Deed Book Aber I, 159-60, 183-85, Aber L, 47-9, WCCO).

Denton Smith: Yeoman; paid rent £4.10 in 1763 and 1765 for his lease in N. Lot No. 10; in 1769, he bought from Stephen DeLancey soil right of his lease (115 acres) for £230; his will dated October 20, 1808 shows that he had 160 acres; he willed to his wife the use and improvement of one third of his real estate for her life in addition to 2 good cows and household furniture to the value of $100, to daughter Minee Smith his dwelling house, barn and 50 acres of land, to his son Denton

60 acres, to son Nathaniel Smith 50 acres, to daughter Loretty Smith $250, to daughter Salley Hallstead $250, to daughter Rebecca Hawley $500, to daughter Hannah Stevenson $200, to two other daughters $400, to two grandsons $150, to his executors $125, all out of his movables. (V1644, V2301, SHRL; Deed Book Aber H, 388-90, WCCO; his will, Will Book G, 351-53), WCS)).

Silvinus Townsend: Yeoman; paid rent of £2.10 in 1763; there is strong evidence that he owned in fee simple a tract of land in N. Lot No. 10; his will of 1799 simply said that "to my son William land in N. Salem, to son Silvanus land in N. Salem. . .to son James land in N. Salem, to daughter Easter (and) to 2 sons Samuel & Justus remainder." (V2301, SHRL; Deed Book Aber H, 401-02. WCCO; his will, August 21, 1799, Will Book F, 186-88, WCSO).

Ebenezer Purdy: Yeoman; a judge of the Inferior Court of Common Pleas for the County of Westchester; leased a farm for the yearly rent of £3 before 1763; sometime before 1788, Purdy made the sale of the improvement of his lease without the consent of the landlord Stephen I. DeLancey that infuriated the latter; meanwhile he seems to have bought a tract of land before 1792, for he appears selling 43½ acres to Caleb Smith for £207.10 in the same year. (V2301, V1834, SHRL; Stephen I. DeLancey to Pierre Van Cortlandt, Jr., January 14, 1788, SHRL; Deed Book Aber L, 115-16, WCCO).

Mathew Delivan: Yeoman; bought soil right of a part of his lease (89 acres) from the heirs of Stephen DeLancey in 1773; in 1775, bought 20 acres from Nathaniel Delivan for £136;in 1783, bought 9 acres from Nathan Delivan for 100; finally, bought another 87 acres from Nathan Delivan for £550 in specie. (Deed Book H, 459-60, Aber I, 186, 187-88, 188-89, WCCO).

Halsey Wood: Yeoman; in 1773 he bought soil right of a part (73 acres) of his lease for £100 from the heirs of Stephen DeLancey. (Deed Book Aber I, 5, WCCO).

Solomon Close: Yeoman; no information except that he paid rent of £3.10 in 1763 and 1765. (V1644, V2301, SHRL).

Timothy Van Scoy: Yeoman; paid rent £1.5 in 1773; bought 59¾ acres for £83.13 from the heirs of Stephen DeLancey in the same year; in 1788, bought another tract of 30 acres for £30 from Thomas Thomas, Sheriff of the County of Westchester as a result of the conviction of Stephen DeLancey for debt. (Deed Book Aber H, 513-14, Aber K, 204-05, WCCO; Borton, I, p. 471).

D. The Schuylers' Tenants

	Real Estate (pounds)	Personal Estate (pounds)
Joshua Travis	350	667
Bartow Underhill	700	980
Robert Galer	600	1056
Aaron Forman	320	1028
John Stevens	720	480

Supplementary Information of the Tenants listed above:

Joshua Travis: Yeoman; a son of David, a tenant of the Schuyler's, who first leased farm No. 4 of 215 acres in May, 1748; his father bought farm No. 5 (211 acres) for £433.5 in May, 1766; upon the death of David in 1796, Joshua and his brother Isaac inherited David's lease and the other estate; before that Joshua held a part of the lease since 1774 and Joshua willed in 1804 the use of his whole estate to his wife until her death, then to son Annanias $87.50, to daughter Jemima Ferris $25, to three granddaughters $87.50, to two grand-sons $37, to son Stephen 50 cents, to five sons two thirds of all the remainder of his real and personal estates, finally to four daughter the other third; Joshua was a constable in 1769. (Philip Schuyler to his son, March 3, 1796, S941, V2004, SHRL; Schuyler Papers, Box 10, NYPL; New York Gazette and Weekly Mercury, April 4, 1768; Joshua's will, August 4, 1804, Will Book F, 82-4, and David's will, August 26, 1796, Will Book B, 441-42, WCSO).

Bartow Underhill: Yeoman; leased a farm of 331 acres for the yearly rent of £3.5 and held it until 1787. (Schuyler Papers, Box 10, NYPL).

Robert Galer: Yeoman; leased a farm of 190 acres in 1761 and held it until it was sold to Henry Carman in 1789; in 1772, he bought a farm of 142 acres near his lease from Joseph Lyon for £426; in 1784, however, 60 acres of his land was seized for his debt of £100 to Gilbert Drake by a County Sheriff and sold at a public vendue for £210. (Schuyler Papers, Box 10, NYPL; Deed Book Aber H, 529-30, Aber I, 232-33, WCCO).

Aaron Forman: Blacksmith; leased Farm No. 7 (206 acres), No. Lot No. 4 in May 1750 and kept it until 1791; in 1768, bought Farm No. 10 (206 acres), in N. Lot No. 4 for £404; besides he owned at least 111 acres, a part of Farm No. 14 in N. Lot No. 4, for £400 in May, 1774; in 1784, he expressed to his landlord Philip Schuyler his desire to buy the soil right of his lease if its price was reasonable; apparently, Schuyler fixed its price higher than Forman could afford; thus, Forman complained to Schuyler that "having received your letter by my son in law I am much at a loss to know what to do the price you have prefixed for the Soyl Exclusive of the lease is as high or higher than Land can be Bought amongst us the farm that was Jeremiah Travers is on Soil for less than three pounds Pr acre from what I can Learn Land sell very lo which make it Dificult for us to ingage the mony soon as this Spring. . . ." (Deed Book Aber K, 246-47, WCCO; Schuyler Papers, Box 10, NYPL; Forman to Philip Schuyler, April 17, 1784, May 1, 1786 and March 13, 1787, Schuyler Papers, Box 19, NYPL).

John Stevens: Carpenter; leased Farm No. 10 (206 acres) in 1750s and held it until his lease and its soil right were sold to his fellow tenant Aaron Forman in 1770; a deed indicates that he owned in fee simple a tract of land in N. Lot No. 1, for he sold 34¼ acres of the lot to Richard Curry for £85.8 in 1770. (Schuyler Papers, Box 10, NYPL; New York Gazette and Weekly Mercury, April 4, 1768; Deed Book Aber H, 430-31, WCCO).

E. Stephen and John Van Cortlandt's Tenants

	Real Estate (pounds)	Personal Estate (pounds)
Elisha Parker	200	292
John Soulice	1320	456
George Carpenter	400	908
Andrew Merrit	400	---
Job Write	700	656
Joseph Veal	875	3312
Michael Mathews	600	720
Symon Brady	975	825
William Ted	182	1256
William Beagle	400	620
Samuel Wilson	480	672
Abraham Golden	676	1088

Supplementary Information on the Tenants listed above:

Elisha Parker: Yeoman; leased a farm in 1766; bought a Negro named Esquire as his servant; and 1 cow, 1 mare, and 1 calf in 1767. (John Van Cortlandt to Elisha Parker, November 5, 1766, Letter Book of John Van Cortlandt, NYPL).

John Soulice: Yeoman; came from New Rochelle; leased two farms in 1748 and held them until 1773 when he was told to give up one by John Van Cortlandt for his refusal to make improvements on the farm adjoining "his other farm." (John Van Cortlandt to Mr. Soulice, February 17, 1773, to Captain Montross, February 17, 1773, Van Cortlandt Papers, NYHS; Receipt Book of John Van Cortlandt, on Farm No. 16, NYHS; Day-Book of John Van Cortlandt, NYPL).

George Carpenter: Yeoman; in 1760 took over the farm Henry Woods had leased; paid the yearly rent of £12 for the farm and kept it through the War, even though he was once scolded by John Van Cortlandt in 1768 for not making good improvements on the farm since he had it. (John Van Cortlandt's Journal (c), NYPL; John Van Cortlandt to Carpenter, November, 1768, Letter Book of John Van Cortlandt, NYPL).

Andrew Merrit: Yeoman; came from Rye; bought lease of two farms No. 18 and 19 in 1756; kept the farms paying the yearly rent of £4 until 1785 when he sold improvements of the lease to Joseph

Weeks; a record also indicates that in 1775 he and Abel Weeks leased 100 acres of land from the Beekmans. (Receipt Book of John Van Cortlandt, NYHS; John Van Cortlandt to Joseph Weeks, June 17, 1785, Letter Book of Stephen and John Van Cortlandt, 1771-1792, NYPL; V1931 and V2209, SHRL).

Job Write: Yeoman; leased a farm at the yearly rental of £5 in 1757 and continued to keep it until his death in 1783; according to the tax list, his son Job Write, Jr., was also fairly well-to-do as he held real estate worth £820 and personal estate £688. (John Van Cortlandt's Journal (c), NYPL; Job Wright's will, May 4, 1783, NYHS. Coll., XXXII, 31).

Joseph Veal: Yeoman; bought the lease of Isaac Nambury (Farm No. 17 of 299 acres) in 1754 and agreed to pay the yearly rent of £6; Van Cortlandt in 1762 raised the rent to £10 and at the same time, Veal became a tenant-at-will; kept the lease until 1786 when he removed to Fishkill, Dutchess County, without having paid his back-rent. Apparently, the heirs of John Van Cortlandt could not recover the back-rent from him for sometime thereafter. Veal speculated in Mansfield, New Hampshire, in 1763. (Receipt Book of John Van Cortlandt, NYPL; V2201, SHRL; the heirs of John Van Cortlandt to Joseph Veal at Fish Kill, May 7, 1788, June 24, 1788 and October 17, 1789, Letter Book of Stephen and John Van Cortlandt, 1771-1789, NYPL; Veal's Bond Deed, April 29, 1762, V2201, SHRL).

Michael Mathews: Yeoman; in 1775, he bought a lease of Farm No. 12; agreed to pay the back-rent of the former lessee; rent for the first five years was £5 and thereafter £6; continued to keep it through the War. (Receipt Book of John Van Cortlandt, NYHS).

Symon Brady: Yeoman; leased sometime before 1765 and continued to pay his rent through the War; apparently he bought the lease of Isaac Frost, a tenant, and in 1792 he bought its soil right for £550 from the heirs of the Beekmans; speculated in Stowe, Vermont in 1764. (John Van Cortlandt's Journal (c), NYPL; John Van Cortlandt to Joseph Golden, May 24,

1766, Letter Book of John Van Cortlandt, NYPL; see also the back side of the lease deed between the Beekmans and Isaac Frost, V2188, SHRL; Batchellor, N. H. State Papers, XXVI, 461-64).

William Ted: or Tead — Yeoman; leased 235 acres from Stephen Van Cortlandt of New Jersey in 1760s; besides, he appears to have owned in fee simple some tract of land, for he sold a part (40 acres) of Farm No. 5 in N. Lot No. 5 to Hachariah Brown, Jr. for £300 in 1770; his will shows that he purchased a farm of 136½ acres from James Wilson sometime before his death in 1807; his will bequeathed the 136½ acres to his son Isaac, to six grand-daughters $1500, to a grandson $250, to a great grandson $250, to his daughter his household furniture and to his son, a daughter and a grand-daughter the residue of his personal estates. (Deed Book 33, p. 248, OSS; Deed Book Aber I, 63-5, WCCO; William Ted's will, February 16, 1807, Will Book E, 247-51, WCSO).

William Beagle: Yeoman; leased 257 acres near William Ted's in 1760s; in 1791, he bought 243 acres of it from the heirs of Stephan Van Cortlandt of New Jersey for £487. (Deed Book 23, p. 248, SSO; Deed Book Aber L, 207-08, WCCO).

Samuel Wilson: Yeoman; came from Rye; bought, with Joseph Wilson, from Stephen Van Cortlandt and his wife Catalina of New Jersey 276 acres with homes and improvements in 1753; he also leased in the same year a farm of 341 acres from them; later he sublet 40 acres to Isaac Frost; in 1773, he bought 100 acres from the Sheriff of the county for £175; he appears in 1791 still holding his lease. (Deed Book 23, p. 248, OSS).

Abraham Golden: Yeoman; leased 242 acres in the 1760s; bought the soil right of his lease for £500.10 in 1790; he willed in 1810 to his wife Phebe the use of 1 cow and 1 calf during her widowhood, to three daughters $1500, to Charlotte $200, to daughter Susannah $15 annually during her life by his executors, to his grandson Isaac $120 at his coming of age, and to his two sons all the rest of personal and real estate. (Deed Book 23, p. 248, OSS; Deed Book Aber K, 442-44, WCCO; his will, November 2, 1810, Will Book E, 110-12, WCSO).

F. The Ver Planck's Tenants

	Real Estate (pounds)	Personal Estate (pounds)
William Clemens	400	1120
Joseph Fowler	300	1740
Benjamin Fields	1500	3760
Daniel Horton	210	568
Josiah Ingersoll	20	---

Supplementary Information on the Tenants listed above:

William Clemens: Yeoman; no information except that he was son of Emmet Clemens possessing 300 acres in S. Lot 2 in 1767, according to the will of Philip Ver Planck. (Ver Planck's will, October 23, 1767, NYHS. Coll., XXXI, 459.

Joseph Fowler: Yeoman; leased 160 acres of land in S. Lot No. 2 sometime before 1767; he willed, in 1789, to his wife Hannah his best horse, saddle, and bridle, 4 best cows and calves, 10 best sheep with their lambs, 2 best swine; to his son Joseph a farm that his son was occupying on the condition that he pay his other son Jesse £200 and his daughter Elizabeth Forman £40; to Jesse all his "farm tenement" that he possessed on the condition that he pay to Elizabeth £40; to his above-mentioned two sons all the rest of his estate. (Philip Ver Planck's will; Fowler's will, April 22, 1789, Will Book B, 178-80, WVSO).

Benjamin Fields: Yeoman; appears as a tenant in possession of 300 acres in S. Lot No. 2 in 1767 according to Philip Ver Planck's will. (Philip Ver Planck's will).

Daniel Horton: Yeoman; possessed two farms (250 acres) in S. Lot No. 2 in 1767; willed one third of his real estate, 2 cows, 5 sheep, 1 lamb, and 2 hogs to his wife during her life; all the remainder of the estate to be divided among his children. (Philip Ver Planck's will, March 6, 1812, Will Book E, 181-83, WCSO).

Josiah Ingersoll: Yeoman; no information except that he occupied Farm No. 6 in 1767. (Philip Ver Planck's will).

G. Philip and Pierre Van Cortlandt's Tenants

	Real Estate (pounds)	Personal Estate (pounds)
Andries Miller	700	518
Cornight Briggs	850	1360

Supplementary Information on the Tenants listed above:

Andries Miller: Yeoman; in 1748 he occupied a farm of 250 acres in S. Lot No. 1, according to the will of Philip Van Cortlandt; in 1759, his lease and soil right were sold by the heirs of Philip; in 1761, he bought from John Watts, a husband of Anne (DeLancey), daughter of Stephen DeLancey, 200 acres in N. Lot No. 2 for £365.5; then, in 1784, he sold it to John Strang for in specie. (Philip Van Cortlandt's will, August 21, 1746, V1837, SHRL; Deed Book Aber I, 250-55, WCCO).

Cornight Briggs: Yeoman; tenant of Philip Van Cortlandt according to the will of the latter in 1746; occupied a farm of 250 acres in S. Lot No. 1; his improvements on the lease were rated £160 in 1758; in 1758, he bought from Pierre Van Cortlandt, an executor of Philip's will, 125 acres for £400; in 1761, bought from Pierre 25 acres for £75; in 1765, purchased from Pierre and his wife Joanna 125¼ acres. (Philip Van Cortlandt's will; New York Mercury, November 28, 1757; V1643, V1836, V2301, SHRL; Van Cortlandt-Van Wyck Papers, Misc. Land Papers, Box 1, NYPL; Van Cortlandt Papers, NYHS).

H. John Watt's Tenants

	Real Estate (pounds)	Personal Estate (pounds)
William Horton	700	330
Ephraim Beadle	575	864

Supplementary Information on the Tenants listed above:

William Horton: Yeoman; came from White Plains; he inherited a farm from his father Joseph in 1757 and also owned a lease in S. Lot No. 1 at the annual rent of £3; in 1763, sold about 99 acres for £900 to Cornelius Mandevell; in 1775, bought 163½ acres of land in the manor for 400 from John Oakley of the Manor of Philipsburgh; a record indicates that he bought from Pierre Van Cortlandt 63 acres in S. Lot No. 1; also speculated in Mansfield, New Hampshire in 1763; he willed to his wife Abia the profit of one third of his estate during her life and widow-hood; to his two sons his farm on the condition that they will pay £140 to their brothers and sisters; to two sons £40 out of movables; and to three daughters the remainder of his personal estates. (Joseph Horton's will, November 8, 1757, NYHS. Coll., XXIX, 224; Receipt Book of Pierre Van Cortlandt, rent rolls for John Watts, V1689, SHRL; Deed Book Aber G, 592, Aber I, 134-36; Van Cortlandt-Van Wyck Papers, Misc. Land papers, Box 1, William Horton's will, December 20, 1799, Will Book C, 53-6, WCSO; Batchellor, N. H. State Papers, XXVI, 514-18).

Ephraim Beadle: Yeoman; leased a farm in the 1760s; his will left the following items to his devisees; To his son $1, to daughter Deborah all his money, goods, and chattels on condition that she pay his debts and funeral charges, to son Daniel $375, to son David $580, to grandchildren $757, to four daughters $500, to his daughter Deborah forever 8 or 9 acres of land that he had bought from Captain Henry Strang, a dwelling house, and one half of his other land and tenements provided that she pay a half of the above mentioned legacies; and to son Jacob forever another house, and one other half of his land provided that he pay a half of the legacies. (Deed Book Aber K, 16-8, WCCO; Beadle's will, September 16, 1809, Will Book G, 322-25, WCSO).

I. The Bayards' Tenants

	Real Estate (pounds)	Personal Estate (pounds)
William & Hendrick Lent	400	1090
Daniel Strang	350	---

Supplementary Information of the Tenants listed above:

William & Hendrick Lent: Yeoman; sons of John Lent, who leased Front Lot No. 5 containing 1223 acres in 1733 from Samuel Bayard for "three lives" at the yearly rent of £5.10; when John Lent died in the 1760s, William and Hendrick too over the lease; by that time, its improvement was substantial, so the heirs of Samuel Bayard conveyed 111 acres to their tenants as a compensation for the improvements in order to recover the land in 1771. (Quit-claim deed, April 18, 1771, on the back of the lease from Samuel Bayard to John Lent, Bayard-Campbell-Pearsall Land Papers, NYPL; Hendrick's will, March 5, 1792, and William's will, July 6, 1795, Will Book B, 221-22, 372-73, WCSO).

Daniel Strang: Yeoman; leased Farm No. 2 in the east range of N. Lot No. 5 in the 1750s; not much information. (V2076, SHRL; Deed Book Aber H, 481, WCCO).

J. The Skinners' Tenants

	Real Estate (pounds)	Personal Estate (pounds)
Seth Whitney	700	744
Solomon Smith	---	96
Michael Michael	600	928
Joseph Smith	700	518
Joseph Benedict	800	350

Supplementary Information on the Tenants listed above:

Seth Whitney: Yeoman; leased a farm of 206¾ acres in S. Lot No. 10 sometime before 1757 paying the annual rent of £4; speculated in Lincoln, New Hampshire in 1764; he paid James Avery £5 for the latter's effort to procure from "Hampshire Government grant of" Lincoln township in the year; in 1765, bought the soil right of his lease for £671.18.9 mortgaging 40 acres out of 206¾ acres for his bond £105.6; in 1768 he paid the sum to one of the heirs of the Skinners and, accordingly, 1768, the heirs released and quit-claimed the 40 acres to Whitney; in 1773 Whitney bought another piece of land containing 30 acres from Caleb and Jacob Frost for £27.10; after the War, he bought from the Commissioners of Forfeiture a loyalist estate of 80 acres for £160; in 1792, he bought from David Hallock and his wife "about 100 acres" of land in S. Lot No. 4 for £400; he died in 1807. (His rent receipts, deeds, and others, Whitney Papers and Whitney-Kipp Family Papers, NYHS; Deed Book 18, p. 148, OSS; Seth Whitney's will, January 1, 1807, Will Book F, 292, WCSO).

Solomon Smith: Yeoman; no information except that he had a lease of 201¼ acres in 1764. (Deed Book 18, p. 148, OSS).

Michael Michael: Yeoman; no date for his settlement in the manor; bought soil right of his lease of 231¾ acres, Farm No. 4, S. Lot No. 4 for £811.2.6 in 1765; two years later, he sold to Nathan Whitney, a tenant of the Warrens, 100 acres for £500; evidence indicates that his son Uriah owned in fee simple Farm No. 8, S. Lot No. 4 in 1770. (Deed Book 18, p. 148, OSS; Deed Book Aber G, 599-600, Aber I, 24-5, WCCO).

Joseph Smith: Yeoman; no information except that he held a lease of 227½ acres. (Deed Book 18, p. 148, OSS).

Joseph Benedict: Yeoman; Assistant in 1755; in 1760, bought from the heirs of Samuel Bayard 454 acres in N. Lot No. 9 for £500.10 on mortgage; in 1772, the heirs completely quit-claimed the land; he held the Skinner's lease until the end of 1766 when it, along with others, was put on sale by the heirs. (Deed Book 18, p. 148, OSS; Deed Book Aber H, 320-25, 384-85, WCCO; New York Mercury, December 22, 1766; "Civil Officers for the Manor of Cortlandt," Colonial Mss., LXXI, NYPL).

K. The Johnstons' Tenants

	Real Estate (pounds)	Personal Estate (pounds)
John Hempstead	300	354

Supplementary Information on the tenant listed above:

John Hempstead: Yeoman; in 1763, he leased Farm No. 4 in N. Lot No. 7; in 1772, the lease was renewed by the heirs of Andrew Johnston. (Borton, II, p. 133).

Table 12.--Personal Property Holdings of the Tenants by Class and Occupation

Pounds	Yeoman	Shop-Keeper	Car-penter	Saddler	Gentle-man	Mill-wright	Black-smith	Teacher
None	12	1						
1 - 99	2					1		
100-199								
200-349	11							
350-499	7		1					1
500-699	18							
700-999	10			1				
1,000-1,499	10				1		1	
1,500-1,999	5	1						
2,000-2,999	1							
3,000 & over	3							
	78	2	1	1	1	1	1	1

Table 13.--List of Tenants not on the Tax List of 1779 but their Property Holdings Identifiable

Name & Occupation	Property
John Hyat, Sr. Justice of the Peace; one of the Commissioners of Highways, 1756; tenant of the Beekmans	In 1757, he bought a lease from A. Barton for £62.10; besides, he had two rented farms, one of which he acquired in 1749; in 1760 he willed £52 to his children. (His will, April 22, 1760, NYHS. Coll., XXX, 244; The Colonial Laws, IV, 79; V1942, No. 2, SHRL).
Gilbert Drake, Esq. Merchant & Chairman of the Committee of Society in Westchester County in 1755-1776; tenant of the Beekmans	In 1772, leased 220 acres; bought 204 acres for £700 in 1767; held a bond of £300 against a tenant. (Deed Book Aber H, 272-74, 182-83, 186-87; V2205, SHRL).
Nathaniel Merrit Boatman	He held estate worth £416 as of 1776. (Loyalist Papers, XXIV, 333).
Jacobus Krankhyt Yeoman; tenant of the Beekmans	He willed in 1771 to his two children 100 acres of land (in fee simple) in the Rykes Patent. (His will, January 7, 1771, Yacobus Krankhyt Papers, NYHS; Van Cortlandt Papers, Box Misc. Mss., NYHS).
Benjamin Kniffen Yeoman; tenant	In 1768, he bought 137 acres for £300 and sold it for £540 in 1776. (V1931, SHRL; Deed Book Aber K, 390-91, 394-96, WCCO).

David Brown Yeoman; tenant of Philip Van Cortlandt	Evidence shows that he held about 100 acres of land, 20 acres of which he sold for £110 in 1774. (Deed Book Aber H, pp. 558-59, WCCO; As for his tenant status, see Philip Van Cortlandt's will, NYHS. Coll., XXVIII, 203).
Henry Scot Yeoman; tenant of Philip Van Cortlandt	He bought 482 acres of land in 1757, which his executors sold for £1,400 in 1762; he bequeathed in his will £130 in cash and other property to his eight children. (Deed Book Aber H, 250-52, 501-02, WCCO; V1836, SHRL; his will, November 2, 1761; NYHS. Coll., XXX, 126).
Nathan Whitney Yeoman; tenant of the Warrens	He had estates worth £5,000 before the Revolution. (American Loyalists, XXIX, p. 117).
Gilbert Totten Yeoman; tenant of the Warrens	During his time, he owned a 233 acre-lease and a tract of land (in fee) in Rye; he willed, besides these farms, two negroes, £200 in cash and other movables to his heirs. (His will, February 6, 1766, NYHS. Coll., XXXI, 8-9; V1689, SHRL).
James Cock Cooper; tenant of the Warrens	In 1758, he bought a lease for £192.12; in 1773, he bought 54 acres of land (in fee) for £130; he held a bond of £60 against Lewis Hustid who went to Nova Scotia during the Revolution. (Deed Book Aber H, 434-36, Aber K, 281, Aber I, 308-11, WCCO; V2301, SHRL; Warren Papers, NYHS).
Samuel Frost Yeoman; tenant of the Warrens	He bought a lease for £120 in 1759. (V2301, SHRL; Warren Papers, NYHS).
Silas Smith Yeoman; tenant of the Warrens	He bought a lease for £162 in 1759. (V2301, SHRL; Warren Papers, NYHS).

Richard Crab Yeoman; tenant of the Warrens	He bought a lease for £72 in 1758; died in 1769 leaving £20 in cash, movables and the lease (V2301, SHRL; Warren Papers, Univ. of London; his will, May 6, 1768, NYHS. Coll., XXXI, 209-10).
James Lockwood Yeoman; tenant of James DeLancey	Record indicates that he owned, besides his lease, at least 142 acres of land in the manor until the Revolution broke out. (V2301, SHRL; Deed Book Aber I, 107-08, 201-02).
Benedict Carpenter Yeoman; tenant of Stephen DeLancey	In 1773, he bought the soil right of his lease (about 106 acres) and sold it for £250 in 1776 when he moved to Scarsdale. (Deed Book Aber I, 177-78, WCCO; V1644, SHRL).
Andrew Gerow Yeoman; tenant of the Schuylers	In 1768, he bought the soil right of 109 acres of land, a part of his lease, for £196.4. (Deed Book Aber I, 355, WCCO; The New York Gazette and the Weekly Mercury, April 4, 1768).

real property he owned either as a freeholder or a leaseholder, would hardly have been poor. Yet 82% of the tenants for whom we have information possessed personal estates alone worth more than £200.

Even some of the sixteen tenants with less than £200 personal property were not really poor, as is shown by supplementary evidence at our disposal. If we accept the tax list at face value, five tenants--Solomon Close, Josiah Ingersoll, Daniel Strang, and Solomon Smith--might be considered poor because of the lack of additional information about them. But the rest seem to have had owned some real property and to have had other financial assets. Thus, John Maybee, a former tenant of Philip Van Cortlandt and Oliver DeLancey, is listed as having landed estates worth £240. But Maybee in 1761 bought the soil rights of his 240-acre lease in South Lot No. 6 for £496 on mortgage from DeLancey. DeLancey's receipt papers make it clear that by 1769 Maybee had liquidated both the principal and interest of his debt through four payments totalling £629.[14] Another example is Joseph Strang, a shop-keeper and tenant of the Beekmans, who during the Revolution became a commander of one of the Northern Battalions. The tax-list assessment of his estate

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[14]Oliver DeLancey's receipts of rent of John Maybee and others in "Account Book of Pierre Van Cortlandt," V2301, V1685, SHRL; Maybee's mortgage deed, April 27, 1761, V1644, SHRL; DeLancey's receipts of payment, V1644, SHRL.

shows that he owned land worth £600, but no movables. Nevertheless, he bought between 1759 and 1770 four pieces of land and tenements, including 20 acres in South Lot No. 3 for £60, 76 acres in South Lot No. 4 for £296.3.4, 6 acres in North Lot No. 4 for £210 and 11 acres in South Lot No. 4 for £44.[15] Therefore, the number of poor tenants of the manor was probably very small indeed.[16] Another sixteen tenants, as shown in Table 13, were not on the tax list, but the size of their property holdings is discernible and does nothing to change the general picture of tenant welfare.

Rather than forcing a man into a life of continual poverty, tenancy, as the available information on these renters shows, permitted upward mobility. Take, for example, the case of Nathan Whitney, a tenant of the Warrens. Whitney first leased a modest farm of 204 acres during the early 1740's, paying yearly rent of £3.10 for it.[17] By the end of the decade he was able to purchase an 83-acre farm for £85 in Orange County.[18] And in 1767 he added 100 acres of

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[15]See "List of Tenants in the Manor of C. of Col Henry Beekman & wife. . .," Cortlandt Manor Papers, NYHS; Deed Book Aber H, pp. 264-74, WCCO.

[16]The rest of the tenants who cannot be classified as "poor" are John Bryant, John Veal, Peter Montross, William Lent, John Delivan, Halsey Wood, Timothy Van Scoy, and Andrew Merrit. See the brief biographical remarks on each of the tenants in Table 12.

[17]"Account Book of Pierre Van Cortlandt," V2310, SHRL.

[18]Whitney Papers, NYHS.

improved land (£500) to his leasehold. Four years later, he bought another 80 acres of land adjoining his estate for £350.[19] By the time of the War for Independence, he had an estate worth £3002, including his lease (£100), but not counting his land in Orange County. For his support of the Loyalist cause, he lost his estate, but was compensated by the British government after the war.[20] Many similar examples of economic advancement could be cited.

More significant than the mere expansion of Whitney's estate was the slow but steady progression of his social status. Until 1771, he always was referred to in his deeds as "Yeoman," even though in 1755 he had been chosen as an Assistant, along with Pierre Van Cortlandt and others. In his 1771 deed, however, he was referred to as "squire," despite his being tenant as well as freeholder.[21] "Squire" and "gentleman," terms used interchangeably at the time, were the hallmark of the upper class.

Nathan Whitney was by no means the only tenant who succeeded in climbing to such a high social standing. The attainments of at least four others--Joseph Budd, John Hyat,

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[19]Deed Book Aber H, pp. 463-65, 466-68, WCCO.

[20]Loyalist Papers, XXIX, p. 117.

[21]Deed, Dennis Wortman to Nathan Whitney, Esq. of Cortlandt, June 13, 1771, Deed Book Aber H, pp. 466-68, WCCO.

Sr., Gilbert Drake, and Joseph Sherwood--were equal to his. Except for Sherwood, they all began adult life as tenants. But each took a different path to climb the social ladder. Apparently, one achieved it by a combination of both wealth and ability.

Budd, a descendant of the first settler in the Town of Rye, rented a farm of 220 acres from the Beekmans during the 1740s at a yearly rent of £3.10, two fowls, and one day's work. He kept the lease until his death in 1761.[22] He did not own any estate other than his "tenant farm," dwelling house, and some movables. But neighbors addressed him as "Esquire," the title by which he referred to himself in his will.[23] One would be at a loss to explain his recognition as "Gentleman" except for ability.

Seven years after John Hyat leased a 331-acre farm from the Beekmans in 1749, he, together with Philip Ver Planck (Assemblyman from the manor) and Pierre Van Cortlandt, was appointed by the colonial Assembly as Commissioner of the Public Highways in the manor. He also served as a

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[22]Calendar of Hist. Mss., XL, p. 129, NYPL; "List for Gertd Beekman Mann Cortland. . .," Van Cortlandt Papers, NYHS; Budd's will, September 18, 1761, NYHS. Coll., XXX, p. 234.

[23]As for his neighbor's calling him "Esquire," see Solomon Lane's will, May 9, 1759, NYHS. Coll., XXX, pp. 319-20.

Justice of the Peace.[24] The expansion of his estate closely paralleled his political preferment. In 1757 he added another 230 acres to his estate by purchasing a lease (for £62.10.9) from a fellow tenant, Andrew Barton.[25] There is no evidence, however, that he ever held any real estate in fee simple. Yet he was wealthy enough to provide his three sons--John Jr., Joshua, and Silvanus--with moderately large leaseholds in the manor. And he died in 1760 as a "Gentleman."[26]

In contrast to Budd and Hyatt, who earned their livelihood from the soil, Gilbert Drake was a tenant-merchant. Until 1772, when he took a lease of 220 acres from Gertruyd Beekman, he was a tenant of the neighboring Philipsburgh Manor.[27] He and his partners, Joshua Delaplaine of New York City and Samuel Drake of the Philipsburgh, dealt in

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[24]Lease, the Beekmans to John Hyatt, V1942, No. 2, SHRL; the act passed on April 1, 1756, The Colonial Laws, IV, p. 79; "Account of the settlement of Joshua Hyat's Rent with Pierre Van Cortlandt," dated June 4, 1782, V1680, SHRL.

[25]Lease, Barton to John Hyatt, November 5, 1757, V1945, SHRL.

[26]Hyatt's will, April 22, 1760, NYHS. Coll. XXX, p. 244. As for his tenant status, see Gertrudy Beekman's will, Mss., 12695, NYSL.

[27]Lease, the Beekmans to Gilbert Drake, Esq., Manor of Philipsburgh, May 6, 1772, V2205, SHRL; Deed Book Aber H, pp. 272-74, WCCO.

mill and farming equipment in Westchester and Orange Counties.[28] In 1767 he purchased a lot of 204 acres for £700 from an heir of Elizabeth Skinner and erected grist and saw mills on it. A decade later, he sold this property for £3,000![29] By 1770 he had established himself among the social elite and henceforth was referred to in deeds as "esquire." In 1775 he was elected as the Chairman of the Committee of Safety in Westchester County.[30]

Joseph Sherwood's success was achieved differently. He was already a freeholder, owning about 200 acres, when he was elected Justice of the Peace succeeding John Hyat, Sr. in 1760. He also succeeded Hyat as one of the Commissioners of Highways for the manor in 1765.[31] In 1773, he bought a lease of two farms from Joseph Anthony, which the latter had purchased from John Wright, Jr., for £450 nine years before.[32]

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[28]Gilbert Drake's order on Joshua Delaplaine, Joyner, of New York City, April 5, 1759, Misc. Mss. T., NYHS; Joshua Delaplaine Papers, passim, NYHS.

[29]Deed Book Aber G., pp. 663-64, Aber I, pp. 172-73, WCCO. As for his other land and business transactions, see Deed Book Aber H, pp. 186-87, 272-74, 378-80, Aber I, pp. 232-33, WCCO.

[30]Calendar of Historical Manuscripts Relating to the War of the Revolution in the Office of Secretary of State, 2 vols. (Albany, 1868), I, p. 133; Rivington's New York Gazetteer, May 11, 1775.

[31]Deed Book Aber H, pp. 182-83, WCCO; Deed Book 27, p. 125, OSS; "Deposition of Lawrence Huff against Joseph Sherwood, a justice of peace for the manor," May 13, 1760, Calendar of Hist. Mss., LXXXVIII, p. 12, The Colonial Laws, IV, pp. 895-96.

[32]"Rent Rolls of the Warrens. . .," Warren Papers, Univ. of London.

The career of several tenants clearly attests to prevailing fluidity of social classes in the manor. That some already well-to-do people like Gilbert Drake and Joseph Sherwood took leases shows that a tenancy was not regarded as a stigma to social respectability nor as an obstacle to political advancement. In other words, the manor provided tenants with a kind of social opportunity that the colony in general afforded to the people and accomodated their aspirations.

That manorial tenants were not living in poverty under "quasi-feudal" conditions in underscored by the speculative activities of many renters. New Hampshire patent records yield evidence that at least twenty-one tenants of the manor (without counting their immediate relatives) speculated in land within the jurisdiction of the New Hampshire government. In 1763, fourteen tenants, namely Silas Smith, Walter Ward, Samuel Frost, William Borden, Joseph Strang, Nathan Whitney, William Horton, John Baily, John Maybee, Samuel Jones, Capt. Annanias Rogers, Joseph Veal, John Veal, and Bartlet Brundige were granted about 320 acres each in Mansfield, later a part of Stowe, Vermont.[33] The same year, five other tenants, Nathaniel Merrit, Peter Montross, Abel Weeks, Benjamin Green, and Simon Brady, each obtained about the same amount of land in Stowe.[34] The next year, Seth Whitney, another tenant,

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[33] Batchellor, N. H. State Papers, XXVI, pp., 514-18.

[34] Ibid., pp. 461-64; Town Records of Stowe; Land Records of Stowe, 2 vols., passim.

speculated in the Township of Lincoln, for which he paid James Avery £5 for his "expense and labor."[35] The New Hampshire government charged a fee of £100 for each of the three grants.

These speculative ventures, however, were unsuccessful. The 24,000 acres in Lincoln to Seth Whitney and sixty-two others, were forfeited to the Governor and Council in 1772 because of grantees' failure to comply with the conditions of the grant. Peter Montross, Simon Brady, and Abel Weeks sold a part (100 acres) of their rights in Stowe for £5.7, £5.6, and £6.7 respectively at vendues in March and April, 1771.[37] And Silas Smith, Joseph Strang, and John Baily sold for an unknown sum their rights in Mansfield to Jacob Watson of New York City in the 1780's.[38] But the remaining shares of all the major speculators were put to sale by the Stowe and Mansfield town authorities for tax delinquency. According to Stowe town records, the town land tax reached £1.1.3. per share by 1789. To defray town expenses

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[35]Batchellor, N. H. State Papers, XXV, pp. 234-37.

[36]Isaac W. Hammond, Documents Relating to Towns in New Hampshire, 22 vols. (Concord, 1883), XII, p. 229, 361, 404.

[37]Town Records of Stowe.

[38]Mansfield Proprietors Book of Records, Book I, passim.

such as the division of land, making and repairing bridges and roads, the vendue of "delinquent proprietors' lands" was held from time to time until 1800, when the liquidation of the tenant speculators' rights was completed. Even though the town record claims that the town had notified the affected proprietors of their tax delinquency status well in advance of the vendue, it is doubtful if the proprietors actually saw the notice which was published in a Vermont newspaper.[39] The township of Mansfield also in 1828, after a series of vendues, made final the extinction of the shares of proprietors such as Nathan Whitney, John Veal, Capt. Annanias Rogers, and William Borden for the tax defaults amounting to £12.80 each.[40] Conflicts of interest between the actual settlers on the one hand and speculators and absentee landlords on the other, common in colonial history, ended in Stowe and Mansfield in favor of the actual settlers.

The relevance of the story of tenant land speculation to this study lies in the failure of the tenants to settle on the newly acquired land. Nowhere in the well-preserved town records of Stowe and Mansfield is there an indication that any of the tenant speculators or their relatives moved to the new towns. It would seem logical that if relationships between landlord and tenant were actually "quasi-feudal,"

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[39] Town Records of Stowe.

[40] Mansfield Proprietors Book of Records, Book 2, pp. 33-40, 164-74.

oppressive, and unbearable as some historians have argued, the tenants would have left the manor immediately after securing their land grants in order to find new homes completely unhindered by "quasi-feudal" encumbrances. They did not settle in Mansfield or Stowe, however, but let their lands slip into the hands of other settlers. This bolsters our conclusion that leasehold conditions were not oppressive and suggests that tenants may have had too much at stake to leave the manor.

This discussion of prosperity and social mobility of the manor points to another important question: How did they manage to become well-to-do? In other words, what conditions were there conducive to attaining such prosperity? Besides the generous economic opportunity as the result of the abundance of land and high wages for labor, there was one factor of immediate importance for the tenant welfare. That was the necessity for improvement on the virgin and primitive land. Without improvement, the land was not worth much. In fact, this improvement constituted one of the important bases of the tenant property.

According to Governor Bellomont's observation, an acre of land in New York in 1699 cost £4.10 to "clear it from the woods."[41] This figure, of course, did not include the cost of building orchards, dwellings, barns or other

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[41]Earl of Bellomont to the Lords of Trade, August 24, 1699, N. Y. Col. Doc., IV, pp. 549, 553-54.

Table 14.--Sale of Improvements or Lease in the Manor, 1749-1791

Seller	Buyer	Value (pounds)	Year Leased	Date Sold	Landlord
Mr. Pelham	Gilbert Totten	100	'43	1749	Warren
Justice Wheeler	Mathew Winter	?	?	1749	Warren
Abraham Van Waert	Thomas Cromwell	54	?	1752	Warren
Andrew Barton	John Hayt	62.10.9	'49	1757	Beekman
George Hallet	James Cock	192.12	'48	1758	Warren
William Yeomans	Philip Van Cortlandt	26	?	1758	Philip Van Cortlandt
Solomon Burtus	Pierre Van Cortlandt	120	'48	1758	Philip Van Cortlandt
Israel Knapp	Pierre Van Cortlandt	8	?	1758	Philip Van Cortlandt
Cornight Briggs	Pierre Van Cortlandt	150	'48	1758	Philip Van Cortlandt
Joseph Haight	Pierre Van Cortlandt	175	'51	1758	Philip Van Cortlandt
Samuel Fields	Pierre Van Cortlandt	2	?	1758	Philip Van Cortlandt
John Brady	Richard Crab	72	?	1758	Warren
Jacob Griffin	Samuel Frost	60	?	1758	DeLancey
Robert Harris	Silas Smith	152	'48	1759	Warren
Jacob Wright	Henry Wood	110	'49	1758	John Van Cortlandt
Jacob Wright	Thomas Powell	46.10	'48	1763	Warren
Henry Wood	George Ephraim	110	?	1758	Warren
Thomas Crommel	Joshua Purdy	84	'57	1758	Warren

Seller	Buyer	Value (pounds)	Year Leased	Date Sold	Landlord
John Willson	"one Write"	40	?	1759	John Van Cortlandt
Mr. Avery	William Pearce	120	?	1761	Warren
Daniel Wright	Daniel Wolsey	65	?	1762	Warren
John Wright, Jr.	Joseph Anthony	450	c.47	1764	Warren
John Stevens	Aaron Forman	90	?	1770	Schuyler
Daniel Cornell	Joseph Golden	144	?	1766	John Van Cortlandt
William and Hendrick Lent	Nicholas Bayard	111	'32	1771	Bayard
Jacob Ryder	?	200	?	1772	Ver Planck
Daniel Wolsey	Walter Walsey	?	?	1774	Warrens
John Krankhyt	John Tompkins	361.10	'32	?	Beekman
Joshua Hyat	John Hyat, Jr. et al	700	'75	1791	Beekman

Sources: Account Book of Pierre Van Cortlandt, V2301, V1685, V1644; Receipt Book of John Van Cortlandt, NYHS; Letter Book of John Van Cortlandt, NYPL; Schuyler Papers, Box 10, NYHS; lease, Samuel Bayard to John Lent, Bayard-Campbell-Pearsall Land Papers, NYPL; Pierre Van Cortlandt to William Bayard, December 10, 1772, Nicholas Bayard Papers, NYHS.

facilities. Since the value of labor progressively increased as the years passed, it is highly probable that the cost of improvements also went up. If a tenant cleared ten acres of land, it meant that he had acquired the vested interest of £45 in the land by the 1699 standard. The more he improved, the greater the value of his lease became. Even the required planting of apple trees in orchards eventually compensated the tenant since a good apple tree generally was rated at 7d. The tenant's improvements also raised the value of soil and it was partly because of this that the manor land was on the average valued £3 per acre, while unimproved land in other areas was rated at only 2s to 3s per acre.

Despite the fact that twenty-nine cases of the improvement sale by the lessee were in Table 14, it is impossible to ascertain the worth of the improvements they had made during certain spans of time because of the paucity of information on the date each of them took a lease. Table 14 makes it clear that the extent of improvements varied widely from one individual to another. However, comparing the length of the lease with the value of improvements support a view that, with slight exceptions, the longer one held the lease, the greater its value become. So, in the course of time, the increment of improvements' value grew and reached extraordinary amounts. John Hyat, Jr. declared in 1796 to Pierre Van Cortlandt, one of the heirs of Gertruyd Beekman, that several people were willing to offer him £1,400 for his lease

with improvements on it.[42] Simon Brady paid the landlord in 1792 only £500 for the farm of 385 acres worth £1,000 including its soil right, because his improvements were "of more value than £500."[43] Sometimes, the improvements' value was compensated in land instead of cash by a landlord who wanted to sell the soil right before the lease tenure expired. For example, as Table 14 shows, William and Hendrick Lent received from the heirs of Samuel Bayard land totalling 111 acres of well improved land with tenements when they quit-claimed to the landlord the lease of 1,234 acres which their father John Lent had rented for "three lives in 1733."[44]

The improvement as a source of property and profit also manifested itself in land transactions in which the former tenant was the seller. Henry Scot, a tenant of Philip Van Cortlandt and his heir from 1747 to 1758, bought, in the last year of his tenancy, two farms of 482 acres in North

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[42]Pierre Van Cortlandt to son Philip, March (?), 1796, V1783, SHRL.

[43]Stephen Van Cortlandt (son of John) to Simon Brady, May 12, 1792 and June 21, 1792, Stephen Van Cortlandt to David Montross, June 21, 1792, Letter Book of John and Stephen Van Cortlandt, NYPL.

[44]See the back side of the lease to John Lent, father of William and Hendrick Lent, May 1, 1733, Bayard-Campbell-Pearsall Land Papers, NYPL; The New York Gazette and The Weekly Mercury, May 16, 1772.

Lot No. 6 for £819.9, one of which was his lease. Four years later, the executors of Scot's will sold the same premises for £1,400, a profit of nearly £600.[45] The tremendous difference between his purchase prices and sale price within such a short period was perhaps due to the value of his improvements which had not been included in his purchase price. However, Scot's profit as a result of his improvements was small compared to the case of Daniel Lobdill. Lobdill, who had been in possession of a lease of 123 acres for some time, bought its soil right from the heirs of Stephen DeLancey for £184.17 in May, 1773. In the following year, he sold it for £460.[46] In Lobdill's case, improvements on his lease were worth more than its soil right. These are only a few of the many examples to show that the lease and its improvements played a considerable part in uplifting the economic well-being of the tenants in the manor.

However, an impetus to spur the tenant to cultivate his lease and subsequent growth of its improvement value would have been negligible if farming had not been lucrative and geared to the production of saleable surplus for a market. In view of the size of leases, large personal estate

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[45]Deed Book Aber K, pp. 250-52, Aber H, pp. 501-62, WCCO; "Estate of Philip Van Cortlandt, dec'd," V1836; Henry Scot's will, November 2, 1761, NYHS. Coll., XXX, p. 126.

[46]Deed Book Aber H., pp. 518-20, 520-24, WCCO.

holdings of the tenants, and cash-rent payment, there is no doubt that tenants engaged in commercial rather than subsistence farming. Receipt books of Pierre Van Cortlandt and others holding stores reveal a variety of farm goods that the tenants raised. Among them, the most conspicuous ones were wheat, flax, corn, and oats, besides livestock. Peter Hasenclever, who, as an agent of a certain company in 1763, came to the Colonies to undertake commercial farming and iron works, provided an insight into the workings of the farming operations.[47] In the report of his activities in New York and New Jersey after his failure, he touched in detail upon the costs for a gentleman-planter of producing wheat and flax as follows:[48]

A. Expences to cultivate an Acre of Wheat in New York

Plowing an acre 3 times at 5s each---	£0. 15. 0
Once harrowing an acre----------	£0. 5. 0
1½ bushels of seed at 5s per bushel--	£0. 7. 6
Mowing, housing, thrashing, cleaning & carrying to market, N. Y. C.-------	£0. 15. 0
An acre of middling good land may produce from 10 to 14 bushels, & on an average 12 bushels, which costs a gentleman who pays all expences----------	£2. 2. 6
And, on an average, he may sell the bushel at 5s, which is----------	£3. 0. 0
profit----------	£0. 17. 0

[47] Deed Book 17, pp. 287-95, 346, OSS.

[48] The Remarkable Case of Peter Hasenclever, pp. 89-91.

B. Account of the Expences to raise a Ton of Flax in America fit for Exportation, which required 10 acres of Land

plowing 10 acres twice, at 5s per acre-£5. 0. 0
20 bushels of seed at 4s 6d per bushel-£4. 10. 0
Harrowing 10 acres at 5s per acre------£2. 10. 0
pulling flax on 10 acres, at 7s per acre----------£3. 10. 0
watering & drying the flax from 10 acres at 7s per acre----------£3. 10. 0
Breaking & Swingling, Supposing each acre produces 224 Lb. Swidled flax at 3d, per Lb, is per ton---------- £28. 0. 0

According to Hasenclever's account, a gentleman-planter could make a profit of 17s per acre from raising wheat and £9 from ten acres of flax. In terms of percentage, he would get a return of a handsome seventy-four per cent from his investment in each. However, his above account for a gentleman-planter's undertaking should be accepted with a great reservation to understand the nature of tenant farming. Although his view on this matter was particularly reliable because of the fact that he actually engaged in commercial farming in the Manor of Cortlandt and in Orange County, he was talking about commercial farming on the part of a gentleman-planter, not a tenant farmer.

Above all, an ordinary tenant did not have to depend upon hiring expensive labor, as a gentleman did, for "plowing," "harrowing," "moving," "housing," "thrashing," "cleaning," "carrying," "pulling," "watering," "drying," "breaking," and "swingling." Other than his own labor and the labor of his usually large family, the tenant could dispense with the large

expenditure for labor which constituted more than eighty per cent of the cost of production. Therefore, it can be reasonably assumed that the profit the tenant reaped from the production of wheat and flax was much higher, nearly 800%, than that of the gentleman.

Thus, the lack of social discrimination against the tenant and fluidity of social classes were matched by economic rewards for his occupational endeavor. Tenancy as an institution could not and did not hamper his human desire to get ahead socially and economically, as the above discussion amply demonstrates. After making due allowance for the fact that a tenancy was something less than a freeholder, his status was not so bad as many historians made him out to be. However, because of his being a tenant and dependent in part upon a landlord for his livelihood, he was sometimes subjected to a force over which he had no commanding control. At that juncture, he had to react to the force somehow. We shall see how he reacted.

CHAPTER VII

THE TENANT UPRISING OF 1766

"The New York tenant rebellion of 1766," according to a recent account, "is one of the most dramatic examples of internal social conflict during the era of the American Revolution."[1] Since the uprising affected in a small way the Manor of Cortlandt, it falls within the scope of this study. However, to avoid the confusion currently surrounding the so-called "tenant rebellion," it is necessary to explain what the uprising in Dutchess County was all about, how the manor riot took place, and how widespread it was.

Although the identification of those who participated as primarily tenants helps to underscore the theme of class conflict upon which many historians of the colonial period have dwelt, it is nevertheless inaccurate and misleading. Indeed, some writers on the subject have cautiously avoided using the word "tenant." Oscar Handlin described

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[1] Lynd, "The Tenant Rising at Livingston Manor," p. 163. See also, E. Wilder Spaulding, New York in the Critical Period, pp. 77-8; Elisha P. Douglass, Rebels and Democrats; The Struggle for Equal Political Rights and Majority Rule During the American Revolution (Chapel Hill, the University of North Carolina Press, 1955), p. 58.

the clash as one between "farmers and landlords."[2] And Dixon Ryan Fox, although somewhat confused about the identification of those who participated in the uprising, discussed the uprising in terms of a contest between westward-migrating New England farmers and speculators on the one hand and such New York landlords as Roger Morris, Beverly Robinson, Philip Philipse, and the Livingstons on the other.

The evidence strongly suggests that the status of both the leaders of the rebellion and their followers was somewhere between that of tenants and freeholders. The ambiguity of their position was largely a result of long-standing boundary disputes between New York and the neighboring colonies of Massachusetts and Connecticut. "Yankee" farmers and speculators, seeking new lands and encouraged by their colonial governments, for many years had been moving into what are now the eastern parts of Dutchess and Westchester counties. They had brought with them New England titles or informal leases from the Wappinger Indians, the original owners of the area, which were in conflict with the claims of a number of New York proprietors to all lands twenty miles eastward from the Hudson. The New York

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[2]Oscar Handlin, "The Eastern Frontier of New York," New York History, XVIII, No. 1, January 1937, pp. 50-75; Irvin Mark and Oscar Handlin, Introduction, "Land Cases in Colonial New York, 1765-1767; The King v. William Prendergast," New York University Law Quarterly, XIX, No. 2, January 1942, pp. 165-69; Dixon Ryan Fox, Yankees and Yorkers (New York, 1940), Chapt. 5.

landlords, determined to protect their claims, had attempted as early as 1718 to have the boundary-line disputes settled in their favor. Ebenezer Willson and P. Fauconier, representing their landed interests, had written to Peter Schuyler, a New York landowner, at that time to suggest that the following steps be taken:

> . . . the line being to be run between New England and us; that the same be speedily done, and done as it ought, two are of opinion, that a Sume not exceeding £300 ought to be made up among the owners of the Several 9 Tracts of land adjoining to the said line, we say 9 exposing that some body above Coll. Renslaer, or Mr. Hendrick Ranslaer joineth wit; if 9 to make up £270, if 10, £300 . . . to be contributed; viz by the Patroon £30. by Mr. Hendrick £30. by Coll. Beekman £30. by Adolph Philipse £30. by Coll. Cortlandt £30, and by Heathcot, Walters and others in Westchester county £30--more to be presented to the Governor, to ingage him to press the doing of it, and to insist in our behalf for to have the 20¾ that there must be, between Hudson river and Connecticut & to be extended so farr, . . .ye those New England people will certainly oppose wth all their might, and the Governor can not be expected to insist for,. . .since that become due than there is allready nor in respect to his own, since no new tract can be gained to be patented, . . .and that it is our interest to procure it yet, since we main gain or loose at least five of six miles or ground allong our lands, wch may and must be of a considerable value & consequence, . . . Mr. Fauconier hath carried it allready so farr, that all the owners so farr as . . . (?) Westenbook are agreed thereto. . . .[3]

The efforts of these landlords to consolidate their holdings against the claims of the New England colonies finally resulted in 1731 in an agreement between New York and Connecticut

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[3]P. Fauconier and Ebenezer Willson to Peter Schuyler, October 1, 1718, Burton Historical collections, Detroit Public Library.

whereby the boundary line was fixed "20 miles" east of the Hudson." In 1757 the Lords of Trade intervened in the controversy between New York and Massachusetts and drew a line continuing the New York-Connecticut line.[5]

The dispute would not die, however, and Massachusetts continued to press its territorial ambitions by siding with the settlers and with the Wappinger Indians against the claims of New York landowners. Thus, the General Court granted between 1760 and 1762 at least ten townships, each six miles square, in areas of the Housatonic Valley claimed by the Livingstons and the Rensselaers.[6] Massachusetts also encouraged tenants living on Livingston lands to apply to her for patents as a step toward establishing a prima-facie

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[4]Deed Book 11, pp. 4-18, OSS.

[5]Doc. Hist. N. Y., III, pp. 827-29.

[6]Massachusetts Bay General Court, Acts and Resolves, Public and Private, of the Province of Massachusetts Bay. . ., 1692-1786, 21 vols. (Boston, 1869-1922), XVI, App. XI, pp. 482, 533, 551; XVII, App. XII, p. 242. Hereafter these Acts will be referred to as Acts and Resolves. These grants were made in accordance with what the Massachusetts authority had been practicing in previous years. As for their previous grants of land in the areas claimed by the New York landlords, see Ibid., XIV, App. IX, pp. 241, 263, 379, 453, 476, 543. In this connection, it is to be noted that even Cadwallader Colden, Lieutenant Governor of New York in his private correspondence, doubted the validity of the claim of the Livingstons over more than 200,000 acres of land. See Colden to (unaddressed), May 20, 1767, The Letters and Papers of Cadwallader Colden, 9 vols., 1918-1937, NYHS. Coll., LVI, for the year 1923, p. 120.

claim to the New York landlords' holdings. Legally, Massachusetts authorities construed these Livingston tenants as squatters.[8] The General Court, moreover, supported the claims of the Wappingers at Stockbridge to 240,800 acres of land--the area between the Hudson and the Western boundary of Connecticut--by granting them permission in 1765 to sell lands west of the boundary of 1757 and confirmed sales and leases which the tribe claimed already to have made.[9] These acts on the part of the Massachusetts General Court demonstrate that it did not recognize the boundary line set up by the Board of Trade in 1757 as the limit to her westward expansion.

Unlike the Livingstons, who had been involved in suits against settlers from Massachusetts since 1752,[10] the

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[8] Acts and Resolves, XV, App. X, pp. 16, 28; Governor Moore to the Earl of Shelburne, February 24, 1767, N. Y. Col. Doc., VII, pp. 910-11.

[9] Acts and Resolves, XVIII, App. XIII, pp. 70-71.

[10] See "A Geographical, Historical Narrative of Summary of the Present Controversy Between Daniel Nimham. . . and . . .Legal Representatives of Colonel Frederick Philipse . . .," British Museum, Landsdowne Mss., vol. 707, fol. 43; fol. 26, p. 15; fol. 45, p. 44; fol. 46, pp. 45-46. Its transcripts are at the Library of Congress. Hereafter the volume will be referred to as Geog. Hist. Narr. An excellent study of Oscar Handlin on the subject proves that the claims of the Philipses over the 205,000 acres of land were fraudulent. See Handlin, "The Eastern Frontier. . . .," p. 54. As for the summary of the Indian controversy, see Report of the Lords of Trade on the Petition of the Wappinger Indians to the King, August 30, 1766, N. Y. Col. Doc. VII, pp. 868-70.

Philipse heirs, Philipe Philipse, Roger Morris, and Beverly Robinson, had done nothing to make their patent good in fact, as well as in name, before the commencement of the Seven Years' War.[11] They brought in the Supreme Court ejectment suits against six settlers who had received leases from the Indians in 1761 and against fifteen others in 1764 and 1765.[12] The Indians, in a later petition to the Board of Trade, would claim that the Philipse heirs had waited purposely until after they and many of their White tenants in Dutchess County had joined English forces involved in the Seven Years' War to begin evicting the settlers and replacing them with their own tenants.[13] The Wappingers also maintained that they had sold Adolph Philipse only 15,000 acres, which was but a small portion of the estate claimed by the heirs.[14]

While the trials on some of the Indian tenants were going on, both the Philipses and Nimham, the Indian chief, representing both the Indians and the white settlers, in February, 1765, presented their cases to the Court of Chancery consisting of Lieutenant-Governor Cadwallader Colden

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[11] See Philipses-Gouvernour Land Titles, nos, 13 and 14, Columbia University Library.

[12] Geog. Hist. Narr., Vol. 707, fol. 26, p. 50.

[13] Report of the Lords of Trade on the Petition of the Wappinger Indians to the King, August 30, 1766, N. Y. Col. Doc., VII, p. 868.

[14] Geog. Hist. Narr., Vol. 707, fol. 27, p. 7; Ms Minute Books of the Supreme Court, 1756-1761, p. 250, Hall of Records, New York City.

and the governor's Council.[15] Whatever the validity of the opposing claims may have been--and Colden was sympathetic toward that of the Indians--the Court after a terse hearing, on March 6, 1765, decided in favor of the Philipses.[16] At the same time, the Court also ordered the arrest of four of the tenants and advisers of the Indians--Samuel and Daniel Munroe, Joseph Croe, and Stephen Wilcox--for the high misdemeanor of "Disinhersion" of the Crown. Two days later, three of them had been arrested and jailed in New York City. The Supreme Court shortly thereafter upheld the Philipses' cases against the white settlers.[17]

Involved in the trials and hearing were not only the interests of the white settlers with Indian titles and

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[15]Philips-Gouverneur Land Titles, no. 13; Geog. Hist. Narr., fol. 30, pp. 13-14.

[16]Colden to Secretary of State Conway, June 24, 1766, N. Y. Col. Doc., 1775, NYHS. Coll., 1877, X, p. 115; Philips-Governeur Land Titles, no. 13.

[17]Geog. Hist. Narr., fol. 31, pp. 15-16. After the Indians lost the trial, Nimham with the approval of Sir William Johnson, the British Superintendent for Indian affairs, went to England and managed to gain the sympathy of the Board of Trade. However, the trial of the Indian case in New York in March, 1767 finally resulted in the defeat of the Indians in spite of the moral support for the Indians of the Earl of Shelburne, the head of the Board of Trade, and Sir William Johnson. See Sir William Johnson to the Earl of Shelburne, April 1, 1767, N. Y. Col. Doc., VII, pp. 913-14; Governor Moore to the Earl of Shelburne, January 13, 1767, Ibid., VII, p. 890; Geog. Hist. Narr. fol.38, p. 30; fol. 42, p. 37.

Indians and the New York landlords with land adjoining the New England colony, but also the jurisdictional question between New York and Massachusetts over the territory east of the Hudson. Acceptance of the Indian titles by New York would have meant that she would connive at the scheme of the Massachusetts westward expansion that had been for long using the Indians and their tenants as a vehicle to promote it. It would have also spurred Massachusetts to further encroach upon what New York considered as her legitimate territorial jurisdiction. This issue alone was perhaps sufficient for the members of the New York courts to reject the cases of the Indians and their tenants.

In early March, the Philipses, armed with writs of ejectment, started to dispossess the white tenants of the Indians who had most vigorously opposed them and to persuade others to accept leases from them. Those who refused were evicted without compensation for their improvements.[18] News of the landlords' treatment of the settlers and of their lease terms they had offered quickly spread through the eastern part of Dutchess County.[19] Other settlers feared the

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[18]Testimony of James Dickerson at the trial of Prendergast, the principal leader of the settlers' uprising of 1766, "The King v. William Prendergast," p. 172.

[19]The lease terms offered by the Philipses were reported to be one year lease and penal bonds of £1,000. This was the lease given to a tenant-at-will in colonial New York. Philipse-Gouverneur Land Titles, no. 14.

same thing would happen to them unless they resisted the landlords by force, and in early April, 300 disgruntled farmers rallied to the call of William Prendergast (or Pendergast), William Finch, and the other tenants of the Indian tribe for armed resistance.[20] They publicly declared that "those who had been turned out of possession" by the landlords "had an equitable Title but could not be defended in a Course of Law."[21] They pledged to defend their titles by force, reinstate the dispossessed settlers, and to "stand by each other with lives and fortunes" until they had exacted a reasonable settlement from the Philipses. They also announced that they were "willing to submit arbitration," but would not pay rent in the meantime.[22]

From the above discussion it is evident that those who revolted were hardly tenants. In the eyes of the landlords, of course, they were tenants, or at least tenants-to-be, since they were living on what the proprietors considered to be their own land. The New York government, in order to defend its own jurisdictional claims against those of of the neighboring colony, also considered them tenants of

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[20]"The King v. William Prendergast," passim.

[21]Testimony of Moss Kent, Ibid., p. 175.

[22]Testimonies of Ebenezer Weed, Moss Kent, Daniel Ball, Joseph Bates, Samuel Tower, Ibid., pp. 175, 177, 187, 188, 189.

the Philipses. The farmers, on the other hand, had never recognized the Philipses' title and accordingly resisted attempts to tenantize them. The rioters previously had never paid or received demand for rent. Nor had they ever been registered on rent rolls of the Philipses.[23] According to Lieutenant Governor Colden, who was versed in the land problems of New York, the cause of the riots was that the Philipses and Livingstons had "harassed the Farmers in their neighborhood with expensive and ruinous law suits."[24] (Italics added.) The rioters were thus pawns in the boundary controversy between New York and Massachusetts.

Every social movement tends to become more radical before it has run its course. It tends also to include within its ranks diverse elements with mutually conflicting views and objectives. This was true of the uprising of 1766. Thus rioting occurred near the northeastern corner of the manor and aroused some of the tenants of the arrogant John Van Cortlandt to transform their long-simmering discontent into open defiance against him. As we saw in a previous chapter, John Van Cortlandt had charged exceptionally high rent and granted short tenure of lease, a practice in sharp contrast to those of the other manor proprietors. Adding to his tenants' irritation was the

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[23]Testimonies of George Hughson and James Livingston, Esq., Ibid., pp. 181, 191; Beverly Robinson to James Duane, September 9, 1766, Duane Papers, microfilm in 3 reels, reel I, p. 157, NYHS.

[24]The Colden Letter Books, NYHS. Coll., X, p. 115.

harsh and stinging language he had used in scolding them for defaults in lease performance.[25] He had, moreover, frequently raised the rents of many of his tenants, who now seized upon the breakdown of authority resulting from the Stamp Act crisis and the rioting in Dutchess County to try to redress their grievances against him.

The incident that immediately provoked some of John Van Cortlandt's tenants into riot was an effort on his part to retrieve back-rent and to remove certain tenants whose leases had expired. The tenants who were to be evicted were Daniel Cornel and Isaac Wright. Cornel was a tenant-at-will, whose back-rent amounted to £50 by the end of 1763. In the middle of January, 1764, the irate Van Cortlandt instructed his agent-tenant, Joseph Golden, who also had sixty acres of freehold in North Castle, to order Cornel either to deliver his possession bond (one-year lease with penal sum of £1,000 in case of default) or to pay his back-rent.[26] Surrendering the possession bond meant loss of lease. Two months later, Cornel paid £38.18.9, a part of his back-rent, to the landlord.[27] At the same time, he seems to have

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[25]See Chapter V.

[26]John Van Cortlandt to Joseph Golden, January 19, 1764, Letter Book of John Van Cortlandt, NYPL. As for Golden's land in North Castle, see his claim for compensation for his loss of property during the Revolution. Loyalist Papers, XXIX, p. 275.

[27]Entry on March 30, 1764 in Journal (c) of John Van Cortlandt, NYPL.

entreated Van Cortlandt to let him retain his lease, the improvement of which was worth £150. But Van Cortlandt was adamant. In June, 1765, Golden, having paid the landlord £40, a part of the improvement money of Cornel's lease, entered and took over the premises.[28]

The case of Isaac Wright was somewhat different from that of Cornel. Wright had leased farm No. 9 from John's father, Stephen Van Cortlandt, for the tenure of fifteen years in May, 1748. His lease stipulated that he would pay the annual rent of £3 after five years. When the term of lease expired in 1763, John Van Cortlandt refused to renew the lease, alleging that Wright had failed to pay during the past three years rent amounting to £9.[29] The real reason, however, seems to have been that Van Cortlandt had found a person named Simon Brady who was willing to pay £20 annual rent, £17 more than Wright had been paying. Thus he removed Wright in favor of Brady.[30]

In early April, 1766, as the rioting in the neighboring county gained momentum, Wright, Cornel, and some of the other discontented tenants directed their wrath toward Brady and Golden. According to John Van Cortlandt, Cornel

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[27]Entry on March 30, 1764 in Journel (c) of John Van Cortlandt, NYPL.

[28]Entry on July 30, 1765 in Journal (c) of John Van Cortlandt, NYPL.

[29]Receipt Book of John Van Cortlandt, NYHS.

[30]Journal (c) of John Van Cortlandt, NYPL.

"venomously" held his former lease after turning Golden out of it. And with the help of a Captain Joshua Bishop, whose identity is unknown, the manor rioters also dispossessed Simon Brady and put Isaac Wright back into his former lease.[31] Upon hearing that his estate was engulfed in violence, Van Cortlandt, living in New York City, on April 11 rushed to the office of the Attorney General of the province and paid him £3.4 to prosecute "Cornel and the Ryeters that Disposed (sic) Joseph Golden."[32] The Attorney General issued a bench warrant for the arrest of Wright, Bishop, and Bartlet Brundige, another of Van Cortlandt's tenants, who were regarded as "three of the principals" in the riot. They were arrested and sent to the New York goal.[33]

Most government officials and landed magnates considered this measure a sufficient warning against further violence. It was reported that Captain Bishop became "faint when he was called before the Court," and this incident caused Pierre Van Cortlandt at Croton to hope that the

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[31]John Van Cortlandt to Joseph Golden, May 24, 1766, Letter Book of John Van Cortlandt, NYPL; Pierre Van Cortlandt to a relative, April, n.d., 1766; Pierre Van Cortlandt to Mr. Travis, April 22, 1766, V2098, SHRL.

[32]See Journal (c) of John Van Cortlandt, NYPL.

[33]Governor Moore to Secretary Conway, April 30, 1766, Governor Moore to Earl of Shelburne, December 22, 1766, N.Y. Col. Doc., VII, pp. 826, 886; The New York Gazette, September 1, 1766.

"affairs may be in a better situation."[34] Subsequent events, however, proved otherwise. In fact, the punitive measure seems to have made the manor and Dutchess rioters united and desperate. If there had been discord between the Dutchess rioters, it was swept away by the blunder of the government.

During the early stages of the rioting, there had been some reluctance on the part of the Dutchess rebels under Prendergast to associate themselves with the cause of the manor tenants. According to the testimony of Moss Kent at the later trial of Prendergast, the Dutchess rebels had "looked on Cortlandt Manor rioters to be wrong and would not connect themselves with them."[35] Although Kent did not explain why this was so, it can be assumed that the Dutchess rioters considered their cause different from that of the manor tenants in that they were not tenants in the ordinary sense of the word, and that their object was only to protect "the equitable title" they believed they held to their lands. They probably considered the manor rioters "wrong" because of the latter's refusal to perform lease obligations to which they had agreed. It was fundamental tenet of the Dutchess rebels that one should pay just and legal debts.[36]

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[34]Pierre Van Cortlandt to Mr. Travis, April 22, 1766, V2098, SHRL.

[35]"The King v. William Prendergast," pp. 175-76.

[36]Ibid., passim.

The cleavage between the two groups, however, disappeared after the jailing of the three rioters. Symbolic of the change in the attitude of the Dutchess rebels toward the manor tenants was their enlistment, in the middle of April, of Bartlet Brundige--who had been released on bail shortly after his imprisonment--as an interpreter and advisor to the Indian chief Nimham.[37] It might be that the Dutchess farmers changed their minds with respect to the cause of the manor riot because of the willingness of Brundige to serve them, or Brundige proposed his service to them in return for their helping the manor riot. Or, apart from the case of Brundige, the Dutchess farmers possibly came to the realization that they needed whatever help they could get from the elements dissatisfied with the existing order of things. Later that month, they announced that they were being supported by the "inhabitants of some other counties. . . and by great numbers of the Connecticut people bordering on Westchester."[38] And a Dutchess farmer named John Stewart later testified that "they had associated themselves with those of the Manor of Cortlandt (and) agreed to defend the Whole."[39]

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[37]John Van Cortlandt to Joseph Golden, May 24, 1766, Letter Book of John Van Cortlandt, NYPL; Governor Moore to Earl of Shelburne, December 22, 1766, N. Y. Col. Doc., VII, p. 886; Geog. Hist. Narr., vol. 707, fol. 38, p. 30, fol. 42, p. 37.

[38]Governor Moore to Secretary Conway, April 30, 1766, N. Y. Col. Doc., VII, p. 826.

[39]Testimony of Semeon Bundy, "The King v. William Prendergast," p. 176.

(Italics added.)

In any event, the now-united rebels perhaps all of 300 strong and led by William Prendergast, William Finch, and Samuel Munroe, Jr., gathered on April 29 near the house of Joseph Golden, Van Cortlandt's agent and tenant, at North Castle.[40] Their objectives were to break into the New York City jail and release the two manor rioters still confined there, and then either to secure from John Van Cortlandt "a grant forever of his Lands" or to "pull down his House in Town."[41] On their march to the city, they expected to be met at King's Bridge by several other companies which were "coming down the North River road to join them."[42] Before starting the march from North Castle, Samuel Munroe, Jr. warned the terrified Mrs. Golden, whose husband had already run away, to remove all her household goods, because "he believed the mob on their return would pull down" her house.[43] Nothing was done then, however.

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[40]"Proclamation of Henry Moore," in The New York Gazette, May 5, 1766. The information about the gathering of the rebels was offered by Benjamin Randolph of Cortlandt Manor before the Mayor of the city of New York. See Council Minutes, XXVI, p. 4, NYSL.

[41]Governor Moore to Secretary Conway, April 30, 1766, N. Y. Col. Doc., VII, p. 826. The Journals of Capt. John Montresor, ed. and ann. by G. D. Scull, NYHS. Coll., XIV, p. 363;(hereafter his journals will be referred to as Montresor Journals); The New York Gazette, May 5, 1766.

[42]Council Minutes, XXVI, p. 5, NYSL.

[43]The New York Gazette, May 5, 1766.

In the late afternoon of April 29, the Westchester and Dutchess insurgents, having met no resistance, arrived at King's Bridge as planned. Their numbers had increased to 500.[44] There Prendergast began calling his followers the "Sons of Liberty" as a tactic of identifying their movement with the one by that name in the city which had developed in opposition to the Stamp Act. They apparently "expected to be assisted by the poor people" there.[45] To solidify the unity of the rebels, Prendergast proclaimed that:

> If any person or persons offended. . .we the Sons of Liberty He should be dragged to the next place of Mud and Water and there be Mobbed as long as they should think proper and from thence be carried and Tied to a White Oak tree and whipped. . . and then carried out of the County and there kicked as long as they tho' proper.[46]

After resting at King's Bridge, they proceeded towards the city that night.

Meanwhile, the residents of the city had become alarmed by rumors that the rioting farmers would "set the city on fire in several different places at the same time."[47]

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[44]Entry on May 1, 1766 in the Journal of Capt. Montresor, NYHS. Coll., XIV, p. 363.

[45]Testimony of Moss Kent, "The King v. William Prendergast," p. 175; Governor Moore to Secretary Conway, April 30, 1766, N. Y. Col. Doc., VII, p. 826.

[46]Rwarimony of Samuel Peters, a Justice of Peace, "The King v. William Prendergast," p. 183.

[47]Governor Moore to Secretary Conway, April 30, 1766, N. Y. Col. Doc., VII, p. 826.

Those who were most upset by anarchistic country "Sons of Liberty" were, ironically enough, such leading members of the city's "Sons of Liberty" as John Cortlandt himself, John Morin Scot, an attorney who later was to sit on the bench at the trial of Prendergast, and Peter R. Livingston, the fourth "Lord-to-be" of the Manor of Livingston.[48] Their reaction led Captain John Montressor of the British army to remark sarcastically that the "Sons of Liberty (are) great opposers to these Rioters as they are of opinion (that) no one is entitled to Riot but themselves."[49]

Governor Henry Moore acted quickly to meet the threat. He ordered both the regular troops and city's militia units to be "in readiness" and took "every other precaution." April 30, he issued a proclamation offering a reward of £100 for the apprehension of Prendergast, £50 for William Finch, and the same amount for Munroe. He also urged the civil

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[48]Edward Floyd DeLancey, ed., Thomas Jones History of New York during the Revilutionary War, And of the Leasing Events in the other Colonies at That Period, 2 vols. (New York, 1879), I, p. 109. John Van Cortlandt's radical activities as a prominent member of the Sons of Liberty in the city were such that he was later elected to the New York Provincial Congress in 1775 and 1776. See The New York Gazette and The Weekly Mercury, May 29, 1775, November 13, 1775 and April 22, 1776. William Smith, former Chief Justice of New York, said that John Van Cortlandt was "formerly violent for Liberty & aggt. Independency for which he is now one of the most intemperate Advocats." See William H. W. Sabine, ed., Historical Memoirs of William Smith, from 12 July 1776 to 25 July 1778 (New York, 1958), p. 118.

[49]Montreser's Journals, p. 363.

officers of Dutchess and Westchester Counties to exert themselves to put down other rioters.[50]

The rebels, upon entering the city the next day, sent a committee of six to negotiate with the Governor. Moore refused to listen to them and ordered the militia to attack the main body.[51] The rebels, unable to enlist any support in the city, fled before a shot was fired. Some were captured, while others escaped to Connecticut and Massachusetts.[52] The farmers' revolt had been effectively ended, although a few diehard elements continued the struggle in Dutchess County and the Livingston and Van Rensselaer manors for some time.[53]

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[50]Council Minutes, XXVI, p. 5, NYSL; The New York Gazette, May 5, 1766; Montresor's Journals, p. 365; Governor Moore to Secretary Conway, April 30, 1766, N. Y. Col. Doc., VII, p. 826.

[51]Montresor's Journals, p. 363; Geog. Hist. Narr., vol. 707, fol. 31, p. 16; fol. 32, p. 17.

[52]Those who fled to the New England colonies were well sheltered and protected by the latter. See Governor Moore of New York to William Pitkin, then Governor of Connecticut, July 21, and August 6, 1766, The Pitkin Papers, 1766-1769. Connecticut Historical Society Collections, XIX, for the year 1921, pp. 14-15, 26-27. See also Governor Moore to the Earl of Shelburne, February 24, 1767, N. Y. Col. Doc., VII, pp. 910-12. This patronizing attitude of the New England authorities toward the rebels is not surprising in view of the fact that the former, particularly Massachusetts, was as much responsible for the outbreak of the uprising as the New York landlords and the white settlers with Indian titles.

[53]Montresor's Journals, pp. 366-81. At the end of June, 1766, Predergast and some of his associates were arrested, made to stand trial on July 29 and given a death

The rout of the Dutchess and Westchester rebels also put an end to the riot in the Manor of Cortlandt. A week after the showdown between the militia and the rebels, Joseph Golden reported to John Van Cortlandt that he had returned to the leasehold from which he had been expelled by Daniel Cornel and the other rioters a month before. John Thomas, the judge of the Inferior Court of Westchester County, also informed Van Cortlandt that Simon Brady had been restored to his farm.[54]

As affairs in the manor returned to order with the aid of the very authority that he, as a prominent leader of the Sons of Liberty, had tried to disrupt, John Van Cortlandt vigorously sought to dislodge the trouble-makers among his tenants. On May 24, 1766, he directed Joseph Golden to use every means to distrain cattle owned by Augustine Rogers, who owed a back-rent of £10, and those of Bartlet Brundige, who owed £39.5.4, including four years' rent and bond. Besides securing the back-rent, Golden was empowered to terminate the two leases. To make sure that Golden understood his instructions, Van Cortlandt emphasized at the end of the letter that

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sentence for Prendergast and a light punishment for his associates on August 14, 1766. Then, in September, he received a reprieve from Governor Moore, and finally, a royal pardon three months later. The New York Gazette, August 11, 18, 25, September 1, 1766; Earl of Shelburne to Governor Moore, December 11, 1766, N. Y. Col. Doc., VII, p. 879.

[54]John Van Cortlandt to Joseph Golden, May 24, 1766, Letter Book of John Van Cortlandt, NYPL.

"you will not fail seizing the cattle of Brundige to secure the Rent (I) do suppose Rogers has grane(sic) in the ground to secure the Rent." Finally, he added his "Hope (that) all the Good Tenants are well."[55]

There were a great many tenants who had not taken the side of the mobs. In fact, only Isaac Wright, Daniel Cornel, Brundige, and Rogers seem to have been actively involved in the riots. Of the others, some quietly sympathized with the rioters, others were neutral, and some opposed the violent measures. Most significantly, however, rioting in the manor was confined to the estates of John Van Cortlandt; other parts of the manor were not affected. The only targets of the manor rioters were John Van Cortlandt, his agent, Joseph Golden, and Simon Brady, who had taken over the farm of one of the rioters.[56]

Irving Mark, in his study of the agrarian problems of colonial New York, was incorrect in stating that "the Westchester men. . .threatened to pull down the city homes of Pierre Van Cortlandt and of Lambert Moore."[57] (Italics

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[55]Entry on November 6, 1766 in John Van Cortlandt's Journal shows that his agent, in order to retrieve the back-rent of Brundige, distrained and sold the thirteen sheep owned by the latter for £5. See John Van Cortlandt's Journal (c), NYPL.

[56]See also Pierre Van Cortlandt to a relative, April, (n.d.) 1766, V2098, SHRL.

[57]Mark, Agrarian Conflicts, p. 139. See also Elisha Douglass, Rebels and Democrats, pp. 58-59.

added.) He apparently based this statement on a remark found in the diary of Captain Montresor that the Westchester men would "pull down Mr. Cortlandt's house in town and also one belonging to Mr. Lambert Moore."[58] It could not have been Pierre Van Cortlandt to whom the diarist referred. Pierre Van Cortlandt did not own a house in the city until January 1775 when he bought for £2,000 a house and lot on the east side of Bowerly Lane in the city.[59] All of the manor rioters were tenants of John Van Cortlandt and had no reason to harass Pierre. If they had had grievances against Pierre Van Cortlandt, they would have attacked his home at Croton, on the Albany Post Road about four miles west of the scene of rioting. Throughout the turmoil, however, Pierre remained at his home, keeping well informed of what was happening. In response to a request from the Livingston family for information about the manor affair, he wrote:

> The Last mob or Ryot here In the Manor was when, Pendegrass & Bishop Took out of possession, one (Simon) Brady on Co(usin) John (Van) Cortlandts land & put in Isaac Wright, Since which have heard

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[58] Montresor's Journals, p. 363.

[59] Deed, Richard Varick to Pierre Van Cortlandt, January 5, 1776, Van Cortlandt-Van Wyck Papers, Misc. Land Papers, Box 1, NYPL; I. N. P. Stokes, Iconography of Manhattan Island, 6 vols. (New York, 1895-1928), VI, pp. 150-51. Pierre Van Cortlandt did not have an inherited house in the city. See Philip Van Cortlandt's will, August 21, 1746, V1837, SHRL.

> nothing from the Eastward only am Creditedly Inform'd that Pendgrass publicly Said by way of proclamation, that he bid Diffiance to any officer or person that should molest or Distrub any of this men at their perril & that he wod Vindicate them at all Events, and believe his Interest here in the manor Is more then generally Expected. . .[60] (Italics added.)

This letter, written after the last riot in the manor, makes it perfectly clear that John Van Cortlandt's estate was the only part of the manor that was "affected."

Had disaffection in the manor been widespread, it is likely that Pierre Van Cortlandt's house would indeed have been a principal target of the rioters as Irving Mark claimed. For he was both a landlord in his own right and the agent of a number of the other manor proprietors, including the Beekmans, the DeLanceys, the Warrens, Peter Kembel, and Philip Van Cortlandt, the eldest son of Stephen Van Cortlandt (Pierre's older brother).[61] That such was not the case is hardly surprising, however, in view of the liberality of most lease terms in the manor and the prosperity of most tenants which have been discussed in previous chapters.

Contrary to common viewpoint,[62] the rioting in the Manor of Cortlandt was an extremely limited and short-lived

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[60]Pierre Van Cortlandt to a relative, April, (n.d.) 1766; Pierre Van Cortlandt to Mr. Travis, April 22, 1766, V2098, SHRL.

[61]See Chapter V.

[62]Mark, Agrarian Conflicts, pp. 136-39; Handlin, "Eastern Frontier," pp. 69-71. They seem to think that the manor riot was wide-spread.

disturbance (it lasted about three weeks), which resulted from difficulties between one landlord, John Van Cortlandt, and a handful of his tenants. Elsewhere in the colony, the causes were more complex and included the conflicting claims to land of the Wappinger Indians and several New York proprietors, the conflicting jurisdictional claims of New York and Massachusetts, and conflicting titles and leases resulting from these disputes.

The common interpretation of the events of 1766 in New York as a classic example of class conflict between landlords and tenants has been grossly overstated. Not even the poor in New York City identified their interests with those of the rebellious farmers or sought in any way to aid them. Nor did many of the participants in the rioting conceive of themselves as being involved in a class conflict. Prendergast, one of the principal leaders of the rebellion, reportedly refused the offer of friends to help him escape from jail, saying that "if he should escape without any other inconveniences, it would be attended with the Loss of his Property in the Government, which would reduce his Family to poverty and Want." His friends agreed with this reasoning and thereupon abandoned their schemes for his release.[63] Their concern for property was as great as that of the landlords they were opposing; they were as bourgeois in their intellectual orientation

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[63] The New York Gazette, September 29, 1766.

as the landlords. They were not social revolutionaries, nor a propertyless mob.

The Manor of Cortlandt weathered the short-lived storm of social discontent and returned to the routine pattern of life as it had existed before the riot. However, the ensuing Revolutionary ferment brewing outside the manor was not discriminating in allowing the manor to remain long at peace. The manor, like other towns in the colony, would soon be subjected to a travail accompanying a violent political contest between the mother country and her colonies.

CHAPTER VIII

THE MANOR IN THE REVOLUTION

After the riot of 1766, the manor was politically in the doldrums for nearly a decade. The pitched arguments between Whigs and Tories over a variety of constitutional points were too academic and too subtle for ordinary inhabitants of the manor. Being farmers, they were basically conservative. They exhibited a remarkable degree of apathy to the political issues of the day which generated so much emotion and controversy in New York City. Thus, the majority of manor residents, like the people in the other agrarian counties, calmly ignored an invitation from the City Committee of Correspondence in 1774 to appoint a manorial committee to coordinate the colonial cause against British imperialism.[1] However, this lack of response to the patriotic call from the center of agitation seems to have emanated more from traditional indifference than from serious objection to the American cause per se.

Political apathy on the part of the manor residents toward pending constitutional issues was further strengthened

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[1] Colden to the Earl of Dartmouth, July 6, 1774 and August 2, 1774, N. Y. Col. Doc., VIII, pp. 470, 486; Rivington's New York Gazetteer, February 16, 1775.

by the absence of leadership and agitation in the manor, Pierre Van Cortlandt, by virtue of his being the manor representative in the General Assembly, was the person most likely to assume such leadership, but he remained largely inactive. Although in most cases he voted with the Whig minority members in the Assembly, he never once initiated a motion on a subject relating to the rights of the colonists.[2] He was a typical moderate Whig asserting the American cause on the one hand yet nevertheless looking toward an eventual accomodation between the mother country and her colonies.

Van Cortlandt's moderation was markedly in contrast with his neighbor Frederick Philipse, the "lord" of Philipsburg Manor and a leading Tory Assemblyman from Westchester County at large. While Van Cortlandt was quiet and his voice was never heard on political issues, Philipse was vocal and active.[3] The Van Cortlandt's moderation was often regarded by some people as a sign of his faltering faith and opportunism; it tempted Governor William Tryon to try to convert Van Cortlandt to loyalism. One day in 1774, the Governor

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[2]Peter Force, ed., American Archives: Consisting of A Collection of Authentic Records, State Papers, Debates, and Letters and other Notices of Public Affairs, 4 ser. 6 vols.; 5 ser. 3 vols. (Washington, 1837-53), 4th ser. I, pp. 1302-22. The Archives will be referred to as Force, Am. Archives.

[3]Ibid., 5th ser., III, pp. 1205-07, 4th ser., I, pp. 1302-22.

and his company paid an over-night visit to Van Cortlandt's home at Croton. The next morning, Tryon proposed a walk to Van Cortlandt, and together they climbed up the top of a hill overlooking Croton Ferry. There, Tryon observed "what great favors" might be conferred upon Van Cortlandt if he took the loyalist side.[4] No evidence, however, is available to indicate how Van Cortlandt reacted to the Governor's tempting hint. Be that as it may, it is probable that Van Cortlandt's moderation played a part in sheltering the manor inhabitants from violent political controversy for a considerable period.

The relative calm was broken rather suddenly in February, 1775, when one manor resident of loyalist sentiment, exasperated with his fellow residents' "inattention to political matters," wrote "AN ADDRESS TO THE INHABITANTS OF CORTLANDT." In it, he urged them to wake up from their lethargy and take action by vigorously expressing their loyalist sentiments in public, because, he felt, "sentiments alone will not be of sufficient validity to justify the loyalty of your hearts." By action he meant signing their names to a paper entitled "Association" which included such sentences as "We have no business with Congresses and Committees," "We declare our firm. . .attachment to. . .George the Third," and "we will pay no regard to any resolves, or restrictions,

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[4]Philip Van Cortlandt, "Autobiography," Magazine of American History, May, 1878, II, pp. 17-24.

but such as are enjoined us by our CONSTITUTIONAL DELEGATES."[5]

On March 9, the above "ADDRESS" drew a sharp challenge in the local press from a person who signed himself "B. E." "B. E." admonished the manor people not to be deceived by what he thought was a "serpent-like" scheme to destroy the "liberties of their fellow-countrymen." But, at least he agreed with his opponent that the manor farmers were suffering from their habitual nonchalance about public affairs. Thus, "B. E." called upon them to "rise from your lethargy, assume the dignity of freemen; smite the serpents that have spread their poisons round you; burn your associations; with dauntless intrepidity, join the sons of freedom, who are only temporal guardians of the human race."[6]

After these two rounds of propaganda appeared in the newspaper, the controversy momentarily died down. They may have caused a brief stir but it is doubtful that they made any lasting impression upon the farmers who were engrossed in their seasonal labors. The crystalization and articulation of Van Cortlandt manor's political consciousness in the cause of either party had to wait for something more immediate and tangible to occur.

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[5] Rivington's New York Gazetteer, February 16, 1775.

[6] Ibid., March 9, 1775.

The long hybernation of manor farmers in their shell of political indifference was matched by the inaction of Whig leaders in Westchester County. Indeed, up until March, 1775, the Whig leaders had not made any sustained efforts to keep Committees of Correspondence functioning at town levels. They even allowed the die-hard Tory, Frederick Philipse, to assume control in the County convention which was held for nominating delegates to the Continental Congress in 1774.[7] Under these circumstances, it was perhaps inevitable that there was no concerted action among the County Whig leaders to promote their cause. Even the influence of the Whig Assemblymen, Pierre Van Cortlandt and John Thomas, one of the representatives from the County at large, was neutralized from 1770 to 1775 by their own moderation and by the active Tory Assemblymen Philipse and Isaac Wilkins, who represented the Borough of Westchester.[8]

However, as the colonial relationship with Great Britain deteriorated as a result of a series of events, such as the Boston Tea Incident and subsequent application of punitive measures by the British authority against the Colonies, revolutionary passion ran high. By early 1775, County Whig leaders began to recognize the need for organizing their own

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[7] "Extract of a Letter from New York, January 26, 1775, to a Gentleman in Annapolis," Force, Am. Archives, 4th ser., I, pp. 1188-89.

[8] Ibid., pp. 1289-322.

ranks and joining their strength with other counties in New York. Thus, on March 16, when the Committee of Inspection of New York City and County sent a Circular Letter to the various Whig leaders in Westchester County recommending that they call, "without delay," a County Convention to appoint delegates to a proposed Provincial Convention, the latter quickly responded.[9] This Provincial Convention was to appoint Provincial deputies to the Second Continental Congress. Those who received the Circular Letter met on March 28 at White Plains and decided, after some deliberation, to call a County Convention of the "principal freeholders." On April 11, the Convention, well-attended despite the boycott of the County Tory elements under the control of Philipse and Wilkins, successfully appointed several delegates. One of the delegates was young Philip Van Cortlandt, the eldest son of Pierre. At the same time, the Convention expressed hearty thanks to the Whig minority of the General Assembly, and "particularly to John Thomas and Pierre Van Cortlandt. . . for their firm attachment to and zeal, on a late occasion, for the preservation of the Union of the Colonies and rights and liberties of America."[10] The Convention was a victory

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[9] Ibid., 4th ser., II, pp. 137-38; The New York Gazette and The Weekly Mercury, March 20, 1775.

[10] Force, Am. Archives, 4th ser., II, pp. 314-15, 321-24; Journal of the Provincial Congress of the State of New York, 1775-1776-1777, 2 vols. (Albany, 1842), I, pp. 1-5. The Journal will be hereafter cited as Journal of the Provincial Congress.

for the Whigs.

The significance of the Westchester County Convention of 1775 does not lie merely in the victory of the Whigs over the Tories in the County; for the first time, Westchester County linked itself to the main stream of the revolutionary movement by sending its own deputies to the Provincial Convention. More important for this study, the Manor of Cortlandt through Philip Van Cortlandt drew abreast of the pace of the Revolution.

The shots fired at Lexington on April 19, 1775, and the subsequent collision of British army contingents with Massachusetts militia damped the lingering conciliatory spirit of most of the Whigs in the New York colony. Moderation now seemed out of place. Commenting on the climate of opinion in New York after Lexington, Gouverneur Morris of the Borough of Westchester remarked in May, 1775 that "Not one month ago. . . Whiggism was branded with Infamy. Now each person strive to shew the excess of his zeal by the madness of his actions."[11] The wild mood of the people paralyzed governmental machinery and plunged the colony into a state of anarchy.[12]

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[11]Charles Lee Papers, NYHS. Coll., IV-VII, (1871-74), IV, p. 178. See also John Collins at New Port to the Commanding Officer of the Provincial Army at Cambridge, Force, Am. Archives, 4th ser., II, pp. 400-01.

[12]Jones, History of New York, I, p. 41.

As the royal government betrayed its weakness, the revolutionary Committee of Inspection of the City and County of New York assumed control over the area. Then it took a momentous step in the history of the colony. On April 26, three days after the news of the Lexington arrived in the city, the Committee met and unanimously resolved that "a Provincial Congress be immediately summoned."[13] On April 28, a Circular Letter was sent to the counties requesting them to send deputies to the Congress to be held in the city on May 22.[14] This attempt to set up a Provincial Congress was momentous in that the Whigs were now prepared to set aside the government represented by the royal governor and replace it with a revolutionary body-politic to run provincial affairs.

The Whig leaders in Westchester County held a meeting at White Plains on May 8 and elected "a Committee of ninety persons" for the County. This newly established committee under the chairmanship of Gilbert Drake of the Cortlandt Manor, a wealthy tenant of the Beekmans, in turn nominated eleven deputies to the proposed Congress. The meeting confirmed the nomination.[15] The deputies were Gouverneur

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[13] Force, Am. Archives, 4th ser., II, p. 400.

[14] Ibid., p. 428; Jones, History of New York, I, p. 39-41.

[15] Rivington's New York Gazetteer, May 11, 1775; Calendar of Historical Manuscripts Relating to the War of the Revolution, in the office of the Secretary of State, 2 vols. (Albany, 1868), I, p. 64.

Morris, Robert Graham, Lewis Graham, and James Van Cortlandt, all from the Borough of Westchester; Stephen Ward and Joseph Drake from Westchester; Philip Van Cortlandt of the Cortlandt Manor; James Holmes of Bedford; John Thomas, Jr. of Rye; David Dayton of North Castle; and William Paulding.[16]

The County Committee was a county counterpart of the Provincial Congress which thus anticipated a recommendation from the Provincial Congress for such an organization three weeks later. The Whig leaders in the County were rapidly becoming front-runners in the colonial cause. Establishment of the County Committee was followed by the mushrooming of sub-Gommmittees from various towns in the County just as the Provincial Congress had recommended.[17] Evidence shows that the manor had at least three sub-committees for the West, Middle, and East Wards.[18]

Uncertain is the question of whether or not Philip Van Cortlandt, one of the deputies from the County to the Provincial Congress, was firmly committed to the idea of American Independence, even though he proved himself to be

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[16] Journal of the Provincial Congress, I, p. 8; Force, Am. Archives, 4th ser., II, pp. 1241-42.

[17] Journal of the Provincial Congress, I, p. 18.

[18] Cornelia Beekman at the Manor of Cortlandt to Philip Van Cortlandt, November 12, 1775, Van Cortlandt-Van Wyck Papers, NYPL.

an intimate member of the extremist faction led by John Morin Scot and Alexander McDougal in the Congress.[19] All this time, his father Pierre has been conspicuously withdrawn from the County political scene. He was certainly known as a warm advocate of the American liberties as the citation of the County Convention of April 11 well illustrates. But his posture with regard to the colonial cause at this time was full of ambivalence and uncertainty. While the County was seething with revolutionary ferment after the Lexington incident he, the only one from the Whig ranks in the General Assembly, was seen joining his Tory colleagues petitioning General Gage not to take a step which he feared would inevitably lead to the break-up of the Empire.[20] No less damaging to his credit as a Whig leader in the manor was the fact that he permitted the loyalist "ADDRESS" of February 1775 to the manor to go unchallenged for more than four months by the manor's own residents.

At last, on June 19, 1775, an answer to the "ADDRESS" did come anonymously from "An Inhabitant" of the manor, possibly Pierre Van Cortlandt himself. "An Inhabitant" said that he had waited "with great impatience" for some able

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[19] Journal of Provincial Congress, I, pp. 26-27, 38, 48.

[20] Members of the General Assembly of New York to General Thomas Gage, May 5, 1775, The Letters and Papers of Cadwallader Golden, NYHS. Coll., LVI, for the year 1923, pp. 291-93.

hand from the manor to demolish the argument of the "ADDRESS." To his regret, remarked he, "yet none has appeared to sound friendly alarm to the very indolent inhabitants." (Italics added) Therefore, he declared, this deplorable situation compelled him to take up a pen to frustrate continuous "inroads on the liberties of the people," even though the former scheme of the Loyalist Association had once been "disconcerted by some lovers of loyalty and Liberty."[21] The author was still thinking of the colonial struggle in terms of the dual standards of loyalism to the British Crown and American liberty. The word "independence" must have been as yet a dreadful word for the author as well as for most other Americans to pronounce.

Soon, the apathy of the manor residents and the moderation of Pierre Van Cortlandt would be overtaken by the progress of events outside the manor. In accordance with the resolution of the Continental Congress, on May 31 the Provincial Congress put the colony in a state of defense by urging the people to arm themselves and, "if necessary, to form themselves into Companies."[22] This measure was followed by the organization of militia at the provincial level.[23] In

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[21] Force, Am. Archives, 4th ser., II, p. 644.

[22] Journal of the Provincial Congress, I, p. 21.

[23] Force, Am. Archives, 4th ser., III, pp. 133, 139, 213, 223, 235, 239, 262, 438, 466, 543, 625, 627, 629, 639-41, 644, 653, 660.

early June, the project for fortifying strategic areas along the Hudson was instituted.[24] As the battle of Bunker Hill was raging, the Provincial Congress turned down the Conciliatory Plans of Lord North.[25] The Continental Congress raised an army with George Washington as its Commander-in-chief.[26] Om September, the Committee of Safety of New York advised the Committees of the various counties to disarm all those who refused to subscribe to the "association" which had been prepared earlier by the Provincial Congress.[27] On October 19, Governor Tryon, now extremely apprehensive of his personal safety, took refuge on the Halifax Packet of the Royal navy. A rumor spread that British men-of-war were about to shell New York City.[28]

Meanwhile, Pierre Van Cortlandt's attitude underwent

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[24] Journal of the Provincial Congress, I, pp. 20, 31; Am. Archives, 4th ser., II, 1265-69, 1276-86; Elipht Dyer to Joseph Trumbell, June 3, 1775, Joseph Trumbull Papers, Connecticut Historical Society, Hartford, Conn.

[25] Journal of the Provincial Congress, I, p. 20.

[26] W. C. Ford, et., eds., Journals of the Continental Congress, 1774-1789, 34 vols. (Washington, 1904-37), II, p. 83.

[27] Force, Am. Archives, 4th ser., III, p. 186.

[28] Ibid., p. 1054.

a significant change. Sometime between May and July, he turned away from the inhibition which had kept him in the ranks of the moderates and became very active in extra-legal activities. In June, he gave "full approbation" to his son Philip's acceptance of the rank of Lieutenant-colonel in the Continental "rebel" Army.[29] In the latter part of July, Pierre Van Cortlandt gladly accepted his appointment by the County Committee as a delegate to the Provincial Congress, substituting for Gouverneur Morris, and he even sat in that extremist nest, the standing Committee of Safety.[30]

Whig leaders in the manor also became very active in organizing their fellow farmers. Their first notable accomplishment was in reorganizing the militia forces as the Provincial Congress had directed. By September 20, they completed the election of thirty-two new officers for the eight Company districts in the manor. These newly reorganized Companies, known as the North Battalion of Westchester County, were placed under the command of Colonel Pierre Van Cortlandt. At least five of these officers, namely, David Haine, John Drake, Joshua Drake, Peter Carman, and Joseph Horton, all freeholders, had not signed the Whig-supported "Association"

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[29] Journal of the Provincial Congress, I, pp. 62, 96; Philip Van Cortlandt, "Autobiography," pp. 19-21.

[30] Force, Am. Archives, 4th ser., II, 1778 ff.

until the day of their election.[31] That these five officers had so long delayed committing themselves to the patriotic cause seems a measure of the wide-spread political apathy in the manor. Also, the fact that they at last came around to the "Association" was a tribute to the efforts on the part of the manor Whig leaders to enlist as many people as they could in their cause.

As the struggle between England and her colonies intensified with no prospect of compromise, and as the militancy of the Whigs became more pronounced, men found themselves in a situation which compelled them to choose one side or the other. Every person over seventeen years of age was told to sign the Whig "Association." If anyone refused to sign it, he would then be regarded as a public enemy or traitor. Thus, it became increasingly clear that neutrality was a luxury in which one could no longer indulge, unless he was prepared to risk the wrath of both Loyalists and Whigs in the manor. Indeed, by early October, the manor was already torn apart into the two camps. Violence and terrorism became the order of the day.

The Tories in the manor, under the leadership of Captain Samuel Merrit,[32] a tavern-keeper, Nathan Whitney,

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[31] Calendar of Hist. Mss. rel. to the War of the Rev., I, p. 158.

[32] As for his identification as tavern-keeper, see Nicholas Bayard's advertizement for the sale of land dated May 13, 1771, Nicholas Bayard Papers, NYHS.

Esq.,[33] a wealthy tenant of the Warrens, and Jeremiah Travis,[34] a well-to-do farmer, organized to protect themselves against the Whigs. They now felt that "their lives whare [sic] not Safe among the wiggs." In late October, they distributed a paper among the manor Tories for their signature, which, they said, would be sent to a British man-of-war for a supply of arms and ammunition. The Tories' scheme to arm themselves was soon detected by the Whigs. About forty manor minutemen under Ezekiel Hyat,[35] a tenant of the Beekmans from Peekskill, captured "Mr. Cais [or Chase] and Green" and, on November 7, carried them before the Committee there. The news that the two Tories had been captured "flew like wild fier," which instantly occasioned about 100 Tories in the manor to congregate at Captain Merrit's tavern where they threatened to march to Peekskill. Colonel Samuel Drake, Commander of

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[33] As for his tenant status and property holdings, see Account Book of Pierre Van Cortlandt, V2301 and V1689, SHRL; Loyalist papers, XXIX, p. 117.

[34] As for his property holdings and debts, see Deed Book Aber H, pp. 448-49, 452-53, 455-56, 456-57, Aber I, pp. 360-61, WCCO; Forfeited Estate Papers, Claim against forfeited estates, 1784-90, Box 1, NYHS.

[35] As for Hyat's tenant status, see the Beekmans' lease to William Borden, May 1, 1756, V2198, SHRL. According to Robert Borton, Hyat raised a company of forty minutemen in rifle dress with black gaiters. See Borton, History of Westchester County, II, p. 667.

Westchester County Minutemen and resident of the manor,[36] ordered Philipsburgh Minutemen to come to the defense of the Peekskill Committee. However, one minuteman company under Major Jonathan G. Graham from the Philipsburgh manor was opposed by the Tories at the tavern. The out-numbered minutemen made a retreat to the Croton Ferry in the hope that there they would find reinforcement. Soon, they were joined by a detachment under Captain John Relyea[37] from Philipsburg. The irate Pierre Van Cortlandt in a firm voice told them to break through the Tories by any means. In the meantime, the Tories, delighted at the first taste of victory, marched "in all haste" toward Peekskill. Before they reached there, the now strengthened company of Major Graham overtook them. But, when Major Graham and his company arrived at Peekskill, much to their surprise they were met by a company of about 250 Tories under Nathaniel Merrit, a tenant in the Cortlandt Manor.[38] That night, with the help of about eighty or ninety

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[36] Journal of the Provincial Congress, I, p. 304, 331; Calendar of Hist. Mss. rel. to the War of the Rev., I, pp. 234, 241.

[37] Ibid., p. 159.

[38] Merrit was reported to have had "an advantageous lease at Peekskill," but we were unable to identify his landlord. Loyalist Papers, XXIX, p. 333. He seems to have been a favorite of Frederick Philipse, who, in 1774, recommended the former for the office of Justice of the Peace in Westchester County. Calendar of Hist. Mss., CI, pp. 67, 80, NYSL

"stanch" Whigs at the house of John Mandavel ("boatman"), Major Graham managed to "keep the Committee from the fury of the Tories."[39]

The next morning, after Pierre Van Cortlandt had left his home for White Plains to attend the election of County delegates to the second Provincial Congress,[40] the manor Tories with arms and clubs gathered "in greater number" at the tavern of Samuel Merrit. One of the Tories stood up and declared that "they would disarm" all the Whigs in the manor and send them to the British man-of-war. They actually disarmed several Whigs. When they heard that John Van Tassel of Rykes Patent and a member of the County Committee was going to White Plains, they pursued him "with drawn swords," but failed to capture him.[41]

It did not seem that the violence of the manor Tories was going to abate. Taking a grim view of the manor situation, the County Committee decided, on November 8, to

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[39]The incident so far described is based on a letter written by Gilbert Van Cortlandt and others at the Manor of Cortlandt to Philip Van Cortlandt, November 13, 1775, Mss. N. 11326, NYSL.

[40]Calendar of Hist. Mss. rel. to the War of the Rev., I, p. 188.

[41]Cornelia Beedman to Philip Van Cortlandt, November 12, 1775, Van Cortlandt-Van Wyck Papers, NYPL.

dispatch a part of the Southern Battalion of Westchester County under the command of Lieutenant-colonel James Hammond of the Philipseburgh Manor to the Cortlandt Manor. Still unsure of the adequacy of the militia thus dispatched to suppress the Tory forces the Committee sent for a thousand Connecticut militia to assist Hammond.[42] On the next morning, the County militia launched a vigorous campaign of Tory-hunting. Several scouting parties of the militia were reported to have caught thirty Tories "at one haul." And the manor companies of Captain John Hyat, a tenant of the Beekmans, and Captain Nathaniel Delivan captured eleven Tories "in one trap." The campaign of the County and manor militia was so swift in movement that the manor Tories were subdued and their leaders Samuel Merrit, Nathan Whitney, and Jeremiah Travis were arrested before the Connecticut militia arrived on the scene.[43]

Nevertheless the crack-down on the Tories by the militia in early November was not sufficiently thorough to root out all the Tory elements in the manor. In the following years, the recouped Tories continued to harass and obstruct the Whig cause, despite such Whig precautions as

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[42]Gilbert Van Cortlandt and others to Philip Van Cortlandt, November 13, 1775, Mss. No. 11326, NYSL; Cornelia Beekman to Philip Van Cortlandt, November 12, 1775, Van Cortland-Van Wyck Papers, NYPL.

[43]"List of Westchester Tories," Calendar of Hist. Mss. rel. to the War of the Rev., I, pp. 188, 341, 455.

disarming the Tories or obliging them to give bonds of £100, or even £500, depending on their estates, to insure at least their neutrality, if not their loyalty to the Whig cause.[44] On some occasions, the Tory menace was so serious that Pierre Van Cortlandt's presence at his Croton home was required to counter it. For instance, on January 23, 1776, Van Cortlandt, who was then serving the colonial cause as the Chairman of the Provincial Committee of Safety, had to ask for a leave of absence from the Committee to look after manor affairs. The members of the Committee, "conceiving his attendance there will be of use to the public tranquility in that part of the country, consented to his departure. . . ."[45]

The seriousness of the Tory threat in the manor was undoubtedly founded on their numerical strength. Precisely how many loyalists there were is impossible to say. But the records strongly suggest that the Tories outnumbered the Whigs. The most dramatic illustration of their numbers was the November Incident in which the County Committee had to ask for the help of not only the County and manor militias,

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[44]Ezekiel Hawley, Chairman of Salem Committee, to the Provincial Congress, June 22, 1776, Ezekiel Halley and Joseph Benedict, sub-committee of the Manor of Cortlandt and Salem, to the Provincial Congress, June 24, 1776, Journal of the Provincial Congress, II, pp. 196-97.

[45]Force, Am. Archives, 4th ser., III, p. 1068.

Table 15.--Loyalists in the Manor

Name	Occupation	Status	Wealth	Landlord if he was tenant
Samuel Merrit	Innkeeper	Freeholder	Rich	The Warrens
Nathan Whitney	Farmer	Tenant	"	
Jeremiah Travis	Mill-owner	Freeholder	"	
Nathaniel Merrit	Boatman	Tenant	Fair	?
Benjamin Lewis	Farmer	Freeholder	Rich	
Edmund Lewis	"	"	Fair	
Joseph Lyon	"	Tenant	"	P. Schuyler
Peter Guyon	?	?	?	
Henry Huff	?	?	Poor	
Gabriel Hughson	?	?	"	
David Jones	?	?	"	
Isaac Kronkhyt	Farmer	Freeholder	Fair	
Abraham Lent	"	Tenant	"	The Warrens
Isaac Lent	"	Freeholder	"	
James Lent	Blacksmith	"	"	
Richard Curry	Farmer	"	Rich	
Stephen Curry	"	"	Fair	
James Forman	?	?	?	
Jeremiah Fowler	?	?	?	
Cornelius Gee	?	?	Poor	
Joseph Golden	Farmer	Tenant	Fair	John V. Cortlandt
William Gray	Mill-owner	Freeholder	Rich	
Joseph Bulyea	Farmer	Tenant	Fair	John Watts
Henry Bulyea	"	"	Fair	?
Elie Caroz	?	?	?	
Lewis Hustid	Weaver	?	Poor	
Gabriel Purdy	Blacksmith	Freeholder	Rich	
Sibert White	?	?	?	

William Williams	Farmer	Tenant	Fair	The DeLanceys
John Weeks	"	Freeholder	"	
James Chatterton	Laborer	?	Poor	
Philip Smith	?	?	?	
James Thorn	Farmer	Freeholder	Fair	
Nicholas Vredenburgh	"	Tenant	?	The Ver Plancks
Elisha Daniels	Laborer	?	Poor	
Peter Huggeford	Physician	Freeholder	Fair	
Isaac Frost	Farmer	Tenant	Rich	John V. Cortlandt
Caleb Morgan, Jr.	"	Freeholder	Fair	
John Ward	"	"	"	
Gabriel Strang	?	?	?	
David Ogden	Farmer	Freeholder	Fair	
John Ogden	"	?	"	
John Golden	"	Tenant	"	John V. Cortlandt
Jonathan Ogden	?	?		
James Covert	?	?		
Joseph Conklin	Laborer	?	Fair	
Jeremiah Maybee	?	?	Poor	
Peter Maybee	Laborer	?	Poor	
Frederick Hunt	?	?	?	
William Miller	?	?	?	
William Nelson	Farmer	?	Fair	
John Oleman	?	?	?	
Moses Reed	?	?	?	
Barnaga Barton	?	?	?	
John Miller	Laborer	?	Poor	
Daniel Devoe	"	?	"	
Nathaniel Stanton	"	?	"	
Josiah Stevens	Farmer	Freeholder	Fair	
James Stephens	?	?	?	
Daniel Stevens	?	?	?	
John Turner	Farmer	Freeholder	Fair	
James Traviss	Farmer	?	Fair	
Hezekiah Traviss	?	?	?	

Bartholmew Traviss	?	?	?
Nehimiah Travis	?	?	?
Samuel Travis	?	?	?
Conrad Burghdorf	?	?	?
William Travis	Farmer	Freeholder	Fair
Jonathan Wright	"	"	"
Francis Pemart	Ship-Carpenter	"	"

Sources: Van Cortlandt-Van Wyck Papers, Misc. Land Papers, Box 1, NYPL; Forfeited Estates Papers, Box 1 and 2, NYHS; Calendar of Hist. Mss. Rel. to the War of the Rev., I, p. 485; Loyalist Papers, XVII, pp. 51, 129-37, 145-48, 149-51, XXIX, pp. 275, 277, 117, 333; "Heath Papers," Massachusetts Historical Society Collections, V-VI, Fifth Series, V, p. 115; Carleton Papers, II, passim, NYHS; Deed Books, passim, WCCO; The Tax List of the County of Westchester . . .1779, NYSL; "Examinations of John Marsh re persons in Westchester County enlisted in the service of the enemy," VX2401, SHRL. See also various lease papers and rent rolls relating to the manor at SHRL.

Table 16.--Whigs in the Manor

Name	Occupation	Status	Wealth	Landlord if he was tenant
Pierre Van Cortlandt	Shop-keeper	Freeholder	Rich	
Joseh Travis	Farmer	"	Fair	
Joseph Lee	"	Tenant	"	The Beekmans
Abraham Purdy	"	"	Rich	"
Joseph Strang	Shop-keeper	"	Fair	"
Ezekiel Hyatt	Farmer	"	Rich	"
John Hyat, Jr.	"	"	"	"
David Montross	Shop-keeper	"	"	John V. Cortlandt
Ebenezer White	Physician	?	Fair	
James Brewer	"	Freeholder	"	
John Mandavel	Boatman	"	"	
Joseph Benedict	Farmer	"	Rich	
Henry Strang	"	"	Fair	
Thomas Strang	?	?	?	
Ebenezer Boyd	Farmer	Freeholder	Rich	
Gabriel Carman	Saddler	"	"	
Nathaniel Hyat	Farmer	Tenant	"	The Beekmans
Charles Haight	?	?	?	
David Poineer	Laborer	Freeholder	Fair	
William Poineer	"	?	?	
John Brewer	Farmer	Tenant	Rich	The Beekmans
Peter Buys	?	?	?	
Staats Degroot	Laborer	Tenant	Fair	Pierre V. Cortlandt
Roger Bessell	Physician	Freeholder	"	
Samuel Haviland	Laborer	?	?	
Caleb Hall, 3rd	?	?	?	
Luther Kinnicutt	?	?	?	
Jesse Lockwood	Cordwainer	Tenant	?	Pierre V. Cortlandt
Peter Garson	Laborer	?	?	
John McCune	"	?	?	
Thomas Mott	"	?	?	

James Spock	Farmer	?	Fair	
Benajmin Taylor	?	?	?	
John Shearman	?	?	?	
Justus Wescott	Millwright	Tenant	Fair	Pierre V. Cortlandt
Samuel Williams	?	?	?	
Andrew Brown	Farmer	Freeholder	Rich	
Peter Carman	"	"	Fair	
Jacob Carpenter	"	"	"	
John Cooky	?	?	?	
Samuel Delivan	Farmer	Freeholder	Rich	
Daniel Delivan	"	"	"	
Nathaniel Delivan	"	"	"	
Gilbert Drake	Shop-keeper	Tenant	Rich	
John Drake	Farmer	Freeholder	Fair	
Joshua Drake	?	?	?	
Samuel Drake	Shop-keeper	Freeholder	Rich	
Hermanus Gardinier	Farmer	"	Fair	
Samuel Haight	"	"	"	
Daniel Hains	?	?	?	
Caleb Hobby	?	?	?	
Joseph Horton	Farmer	Freeholder	Fair	
James Kronkhyt	"	"	"	
Abraham Lamb	?	?	?	
Samuel Lawrence	Farmer	Freeholder	Fair	
Gilbert Lockward	?	?	?	
John C. Miller	?	?	?	
Thomas Nichols, Jr.	?	?	Fair	
Isaac Norton	Farmer	Freeholder	"	
Daniel Birdsall	Shop-keeper	"	"	
Halsey Wood	Farmer	"	"	
Obediah Purdy	"	Tenant	"	The Beekmans
Solomon Purdy	"	Freeholder	"	
Titus Runnells	?	?	?	
Gideon Selah	Farmer	Freeholder	Rich	

Abraham Smith	Farmer	Freeholder	Fair
James Taylor	"	"	Rich
Abraham Todd	"	"	"
Joseph Vail, Jr.	"	"	Fair
Philip Van Cortlandt	Shop-keeper	"	Rich
Cornelius Steenrod	Mill-owner	"	"

Sources: Minutes of the Committee and First Commission for Detecting Conspiracies, 1776-1778, 2 vols., NYHS. Coll., (1924-25), LVII, pp. 22, 213, 225-26; Calendar of Hist. Mss. Rel. to the War of the Rev., I, pp. 188, 473; Journal of the Provincial Congress, I and II, passim; The Tax List of the County of Westchester. . .1779, NYSL; Van Cortlandt-Van Wyck Papers, Misc. Land Papers and Letters, etc., NYPL; Deed Books, passim, WCCO. See also various lease papers and rent rolls relating to the manor at SHRL.

but also for the assistance of the Connecticut militia in order to pacify the manor Tories. Furthermore, the private and public correspondence of the manor, in sending a petition in July 1776 to the Provincial Congress for the supply of two field cannons for the defense of two large store houses in the area, declared that they were "surrounded with numbers of Tories who are daily meditating our destruction."[46] Pierre Van Cortlandt, echoing the observations of the worried patriots, wrote to his son Philip on July 17 that "this manor abounds with Tories."[47]

The fact that a large number of manor residents were disaffected toward the American side presents the thorny question of what caused their Toryism. The problem is one of individual motivation under certain circumstances; why did a man act the way he did at a given moment? Since there is no written record explaining anyone's reason for taking one side or the other, it is well-nigh impossible to offer a positive answer for this puzzle.

Even group behaviour of the manor inhabitants defies the making of any meaningful generalizations about the pattern of their behaviour. As Tables 15 and 16 show, tenants in the manor as a social group did not act as a unit; eleven

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[46] Calendar of Hist. Mss. rel. to the War of the Rev., I, p. 473.

[47] Pierre Van Cortlandt to Philip Van Cortlandt, July 17, 1776, Mag. of Am. Hist., 1889, XXII, p. 169.

tenants took the loyalist side and twelve the patriot side. Probably many more tenants were neutral in this contest, as the small number of tenants taking either side would seem to indicate. Some historians maintained that tenants in New York invariably took the opposite side of their landlords; those tenants with patriot landlords turned to loyalism and those with Tory landlords to Whiggism, this argument reasoned, because they bitterly resented the exorbitant rents and other "quasi-feudal" obligations of their landlords and they expected to have their leases converted into fee-simple estates of their own when the landlords' cause failed.[48] However, this thesis does not fit the behaviour pattern of the tenants in the Manor of Cortlandt. For example, the identifiable nine well-to-do tenants of the Beekmans continued to support the patriot cause throughout the War, despite or because of the Whiggism of Pierre Van Cortlandt, who was an agent of the Beekmans, and became their landlord by virtue of his inheriting the soil rights of their leases from Mrs. Beekman in 1776.[49] Three other tenants of Van Cortlandt also sided with him. The two tenants of a British noble, Sir Peter

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[48]Lynd, "The Tenant Uprising," p. 167; Lynd, Anti-Federalism in Dutchess County, p. 54; Mark, Agrarian Conflicts, pp. 13-17, 200-02; George Dangerfield, Chancellor Robert R. Livingston of New York, 1746-1813 (New York, 1960), pp. 20, 57, 81-82; Beatrice G. Reubens, "Philipsburg Manor," p. 436.

[49]Gertrude Beekman's will, February 20, 1776, Mss. No. 12695, NYSL.

Warren, brother-in-law of the loyalists James and Oliver DeLancey, went to the Tory side. In addition, two more tenants took the same side as their loyalist lordlords John Watts and the DeLanceys. One tenant of patriotic John Van Cortlandt subscribed to the Whig cause, and the other three, including Joseph Golden, John Van Cortlandt's agent, took the opposite side from their landlord. There were two more tenants who opposed Whig landlords--Joseph Lyon and Nicholas Vredenburgh, tenants of Philip Schuyler and the Ver Plancks respectively. Another tenant, namely Nathaniel Merrit, became an influential Tory in Peekskill, but his landlord is not known. All in all, seventeen of the twenty-two tenants, or seventy-seven per cent of those whose landlords are identifiable, were on their landlords' side in the Revolution, while only five tenants, or twenty-three per cent, rejected the cause of their landlords.

The above figures, of course, do not encompass an exact picture of the tenants' attitude, simply because the number of tenants actively taking either side constituted a small fraction of the more than 100 tenants in the manor. Most tenants, whichever side their sympathy might have been on, were not vocal and active enough to appear in the public and private records. Consequently, the inclinations of the inactive tenants can not be accounted for. Yet, from an examination of the twenty-odd tenants, it is possible to draw the general conclusion that tenants in the manor were evenly divided into two opposing camps and that, more significantly, the majority

of them followed the path of their landlords in the crucial political contest between the mother country and her colonies.

The solidarity of the tenants and their landlords was probably due to the generous lease terms, discussed in earlier chapters, which produced generally amicable relationships between the two groups prior to the Revolution. However, to base a tenant's political behaviour exclusively on his social and economic relationship with his landlord would leave much to be desired. For the tenant, like other human beings, was not just a political puppet manipulated by economic and social conditions, nor was his response tied solely to his relationship with his landlord. Joseph Golden, agent-tenant of the Whig John Van Cortlandt, turned to Toryism, despite the fact that he was a great favorite of the landlord as shown in the manor riot of 1766. Further complicating Golden's motivation was the fact that he owned sixty acres of land in fee simple worth £60 (after deducting the mortgage of about £100).[50] Did his debt or his freehold estate have anything to do with his disaffection from the American cause? One would be hard-pressed to explain Golden's Toryism only in terms of either his relationship with John Van Cortlandt or his being an agent-tenant.

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[50]Loyalist Papers, XXIX, p. 275.

Just as it is difficult to explain their relationship with their landlords, so it is dangerous to generalize on the basis of different social classes. An analysis of those property holdings which are identifiable shows that of those on the Whig side, twenty were "rich" and twenty-eight "fair," while eight were "rich," twenty-seven "fair," and twelve "poor" on the Tory side.[51] It may seem at a glance that the Whigs did not include the "poor." But it is highly likely that some of the twenty-one unidentifiable Whigs were of the poor class, because they did not leave deeds or wills showing their property. Although it also looks as if the Whigs had more "rich" men than the Tories, the numerical imbalance of different economic classes on the two sides was not so striking as to justify calling the Revolution in the manor a class struggle. To be emphasized in this connection is the fact that until further careful study is made of such factors as political views, family connections, psychological fear, personal relationships, and the idiosyncrasy of each individual in the revolutionary manor, it is impossible to offer a conclusive answer for either individual or group motivation.

Whatever reasons there might have been for the manor inhabitants to commit themselves to either side, the manor was torn asunder by the Revolution. Erstwhile neighbors were

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[51] I have categorized these manor residents into classes in the following manner: The "poor" had £99 or less; the "fair" £100 to £700; the "rich" over £700.

pitted against one another; the friend of yesterday became the enemy of today. Very soon, the little struggle between people of familiar faces gave way to the gigantic fight between two national armies. During the period from late 1776 to 1782, the manor itself became the major battleground and cross-road of the two hostile forces. The commanders of the opposing armies regarded the Hudson River Valley as the key strategic region for the control of "the communication between the eastern and southern States; and of all the posts in the United States."[52] Because of its geographical location, the manor was unavoidably exposed to the ravages of the war.[53] British men-of-war cruised on the Hudson regularly and bombarded the manor indiscriminately. The British army marched into the manor and set fire to the houses and buildings occupied by the Whigs. In retaliation, the Whigs destroyed the houses of Tories.[54] In this way, the manor suffered enormous physical destruction during the war.

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[52]William Abbott, ed., Memoirs of Major-General William Heath (New York, 1901), p. 207.

[53]Governor George Clinton's speech at the State Legislature of New York, The New York Journal and the General Advertizer, September 20, 1779.

[54]Gilbert Van Cortlandt to Philip (?) Van Cortlandt, December 5, 1777 (?); Pierre Van Cortlandt to son Philip, June 30, 1779, Van Cortlandt-Van Wyck Papers, NYPL.

Worse still, the distress of the manor inhabitants was further augmented by wanton plundering, pilfering, and other barbaric acts of the opposing armies. The British and Tory soldiers looted everything they could put their hands on.[55] According to a reliable observer, the armies more often than not "did not leave as much as an Iron pott." Their plundering was indiscriminate, for "Tories have been plundered as much as Wigs [sic]." "Merrit, Field's, Hayns, Barrot, [and] all the Tuttles, have been well strip'd in and out Doors." After this particular incident, they became "all Whigs."[56] One manor resident, namely James Spock,"was Robbed of everything Even shoe & buckles."[57] The enormity of British and Tory pillaging was exemplified by the fact that during the nine-months period between September 1781 and May 1782 alone, they took sixty-nine horses and fifteen cattle from the forty-five inhabitants in the south-eastern part of the manor. Apparently the soldiers turned into

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[55]Pierre Van Cortlandt, Jr. and Zepha Platt to the Representatives of the Convention of the State of New York, August 2, 1776, Journal of the Provincial Congress, II,

[56]Gilbert Van Cortlandt to father Pierre, June 25, 1779, Van Cortlandt-Van Wyck Papers, NYPL.

[57]Gerard G. Beekman, Jr. to Pierre Van Cortlandt, (n.d.), 1779; Pierre Van Cortlandt at Rhinebeck to son Philip, June 22, 1779, Van Cortlandt-Van Wyck Papers, NYPL.

bandits.[58]

The manor Whigs and American soldiers seem to have been no less barbaric and indiscriminate than the Tories and their British counterparts. Protesting to the Congress of the United States about the pillaging and destructive activities of some American soldiers, Pierre Van Cortlandt, representing the New York Provincial Congress, wrote in November, 1776, that "Whenever our troops have marched or been stationed, they have done infinite damage to the possessions and farms, and pilfered the property of the people." "The Soldier," continued he, "who plunders the country he is employed to protect, is no better than a robber." In the protest, Van Cortlandt quoted one incident in which an American officer set fire to the court house and other buildings at White Plains "without any necessity."[59] Apparently, however, the protest did not have any restraining effect on the conduct of the American soldiers. Gerard G. Beekman, Jr., son-in-law of Pierre Van Cortlandt, drew, in vivid detail, a picture of the barbarities committed by the Whig soldiers against the friendly residents in the manor. One day in June, 1779, a detachment under Colonel Samuel Drake, a manor resident, came to Peekskill and started to abuse the innocent people by

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[58] "An Account of the No. of Horses & Cattle Stolen by the Enemy. . .," Alexander McDougall Papers, NYHS.

[59] Journal of the Provincial Congress, II, p. 211.

"cutting them and beating them with their drawn swords." Some of the soldiers put their pistols "to the Breasts of a woman in Neighbourhood who had [been] laying in but 3 or 4 days." Another detachment which came to the Beekman's house, already drunk, ordered Cornelia Beekman, wife of Gerard, to "fill their bottles with spirits." When she refused, they threatened to kill her using the most "scurrilous language imaginable." Beekman's little son Pierre, having been hearing "so much of the enemy's Light horse," mistook the Whig soldiers for enemies, when "these fellows came up to the house with swords drawing & coming on in so furious a manner." The child was so frightened that his parents were afraid that he would "get fitts. . . ."[60]

While the opposing armies were bent on mutual destruction, the innocent and distressed bystanders in the manor between military lines were continuously subjected to incredible depredations. Their houses were desolated, their furniture broken to pieces, their cattle and horses gone, their orchards and fences burned, their fields covered with weeds and wild grass, and the highways and roads destroyed. "No single, solitary traveller was seen," remarked Dr. Timothy Dwight as early as 1777, a chaplain of the American

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[60]Gerard G. Beekman, Jr., at Peekskill, to Pierre Van Cortlandt, June 29, 1779; Pierre Van Cortlandt to son Philip, June 30, 1779, Van Cortlandt-Van Wyck Papers, NYPL.

Army, "from week to week, or from month to month."[61] Another American officer, James Thatcher, encamping in the manor in 1781, wrote that the "situation is truely deplorable and. . . almost incredible."[62] The war deprived the manor of its life, its beauty, its rich harvest, and booming prosperity that had characterized its earlier scene. Indeed, as far as its physical appearance is concerned, the manor seems to have almost reverted to its primitive stage before any settlement had been founded.

The only difference between the manor of 1697 and the manor in the Revolution was the existence of despondent tenants as well as freeholders undergoing the travail of war for the creation of a new nation. Most of them were indifferent to the moral issue of the cause and were concerned only about their personal and family safety. The reservoir of their passion dried up except for the fear which animated them. They loved no one, but "feared everybody."[63] Thus the manor inhabitants, overwhelmed by the physical destruction of their property, were converted into barbarians during the war. They had to begin all over again with the coming of peace in 1783.

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[61]Timothy Dwight, Travels in New England and New York, 4 vols. (New Haven, 1821-22), III, p. 491.

[62]James Thatcher, Military Journal of the American Revolution, from the Commencement to the Disbanding of the American Army. . . (Hartford, 1862), p. 618.

[63]Dwight, Travels, III, p. 491.

CONCLUSION

In the previous chapters, I have discussed the lordship of the Cortlandt Manor, the relationship of the tenants and proprietors, the economic and social welfare of the tenants, and their reactions to important social and political events. The first two subjects focussed on the operational aspects of the manor lordship and tenant-proprietory relationship rather than on the letters of manor patent and leases.

This approach yielded one important conclusion: that the lordship and leases have been given by some historians "feudal" or "quasi-fuedal" attributes that they really did not possess. Contrary to the traditional views, the lordship was dead as a working institution from the moment it was granted and the tenant-proprietary relationship was that of a business contract. Thus, unbridled by feudal encumbrances and assisted by abundant economic opportunities that the colony provided, the tenants in general were able to advance their economic and social lot, and maintain a living standard much higher than generally described. In view of their possession of large personal estates, they seem to have been entrepreneurs working for profit, rather than poor tenants barely eking out their

existence.

The business relationship of the tenants and landlords and the prosperity of the tenants precluded possible class conflict. After all, they both were bourgeois-minded. This situation largely explains why most of the tenants refused to join the manor riot of 1766, initiated by a few discontented tenants who had been personally mistreated by the arrogant landlord, John Van Cortlandt. It also explains why the majority of tenants in the manor, if they took an active part in the grave contest between the mother country and her colonies, chose to take the side their landlords were on, not the opposite side, as some historians have argued. In this sense, the American Revolution was not, so far as the manor tenants were concerned, a vehicle to overthrow "feudal" institutions, which in fact had never existed, but rather an occasion to express their solidarity with their landlords.

All in all, the nature of the manorial lordship and of tenant status in colonial New York has been grossly misrepresented. This misrepresentation may be partly attributable to the gullibility of many scholars who have taken the manorial patents and lease papers at face value. Another factor which probably has affected historical thinking is the attitude expressed by descendants of the so-called manorial lords; oftentimes their nostalgia for the past conjured up the spectre of ancestral glory--which

actually had not exited--to make up for their declining social influence in twentieth-century American society. Understandably, this inflated the "feudal" aspect of colonial manors beyond what the historical record warrants. In this connection, it should be noted that the "Order of the Colonial Lords of the Manors" was established in the 1910's and thereafter published a considerable quantity of pseudo-historical literature on the manors. Even nowadays, such descendants of the colonial "lords" as Mitchel Levitas and Robert David Lion Gardiner let themselves engage in braggadacio about their lordship and their glorious "feudal" past and present. To show the anachronism of such a position, it is fitting to quote several remarks from an article written about Robert D. L. Gardiner for the New York Times Magazine, June 5, 1966, by Levitas, who was introduced as "the lord of a manor:"

> A royal grant made Gardiner's Island a lordship and manor, entitling Lion [Gardiner] to hold trials and chop off heads (the latter power was never used), appoint his own ministers and otherwise rule his domain with absolute authority.
>
> "It's amazing how many people don't realize the existence of this dynasty," says Robert David Lion Gardiner, the 16th lord of the manor and presiding male in an unbroken line of Gardiners that reaches back 11 generations. "Why, the Churchills were tailors in Oxford when we were large landowners in America. . ."
>
> "Now, I'm not in the same class with Rockefeller money," adds Gardiner, without envy, "but if he gave a dinner for me I could top it by serving a dinner for him on gold service for 84. . . that's been in the family since the 18th century."

> "Remember now, these antiques weren't bought at auction," Gardiner points out. "We owned them. It's not like the Rockefellers playing at restoring ye olde Williamsburg. They had nothing to do with that period. We were here! Now isn't that marvelous?"
>
> And at the Gardiner Manor elementary school, . . . the lord of the manor grinned like a kid the other day when students showed him the school flag: the Gardiner crest on a field of purple. "Is there anything more feudal than that?" he asked.
>
> Then, Gardiner constructed his shopping center, "It was fantastic," he recalls. "These people worked in the factory, bought my houses and became walk-in trade for my shopping center. Now that, my boy, is modern feudalism!"

In any event, it is ridiculous for a man to project feudalism into the past and present conditions which prove to be immune to it. Apparently, the descendants of the manor "lords" are more feudal-minded than their ancestors in colonial New York.

BIBLIOGRAPHICAL ESSAY

Manuscripts

This study is based almost exclusively on primary sources. Of various source materials, the Sleepy Hollow Restorations Library in Irvington, New York, has the richest collections on the Manor of Cortlandt. The number of the Van Cortlandt Papers, all of which are manuscripts concerning leases, deeds, wills, rent accounts, and affairs in the manor, runs to several thousand. In addition, the library has other collections on microfilm, on photostat, and in typescript. They are: the Sir Peter Warren Papers, on 10 rolls of microfilm (original manuscripts at the University of London, London, England); the British Transcripts, Public Record Offices, Colonial Office, on 18 rolls; the Livingston-Redmond Manuscripts (originals at the Hyde Park Library, Poughkeepsie, New York), on 8 rolls; Colonial Williamsburg collections on Pierre Van Cortlandt, in typescript. These very fine collections, together with the Van Cortlandt Papers, were essential to my inquiry into almost every facet of the manor structure and operations.

Supplementary material which furnished valuable information about tenant-proprietary relationships are found in other libraries and public depositories in New York.

Among them, the following collections at the New York Historical Society were most helpful: the Cortlandt Manor Papers, 1697-1776; the Letter Book of Philip Van Cortlandt, 1713-1722; the Receipt Books of John Van Cortlandt, 2 vols., 1757-1771; the Warren Papers; the Nicholas Bayard Papers; the Whitney Papers; the Whitney-Kipp Family Papers; the Gulian C. Ver Planck Papers, 24 boxes. Equally important materials on this subject are found at the New York Public Library; they include the Schuyler Papers, 1758-1798, 32 boxes; the Bayard-Campbell-Pearsall Collections, 1732-1827; the Journal (c) of John Van Cortlandt, 1764-1772; the Letter Books of Stephen and John Van Cortlandt, 1762-1792, 2 vols.; the Van Cortlandt-Van Wyck Papers, Letters, Ledgers, Land Papers, Day Books, 1695-1792, 12 boxes; the Account Book of Gertruyd Van Cortlandt, 1726-1740.

However, the above rich collections would have been less useful if I had not consulted Deed Books (11 vols., 1690-1783) at the Westchester County Clerk's Office, White Plains, New York; Deed Books (46 vols., 1660-1783) and Patent Books (17 vols., 1641-1846) at the Office of the Secretary of State of New York, Albany; Will Books (12 vols., 1760-1815) at the Westchester County Surrogate Office, White Plains; and The American Loyalists (transcripts of Audit Office Rolls), 66 vols., at the New York Public Library. These patents, wills, deeds recording sale and mortgage of land, and other records associated with the

Manor of Cortlandt enabled me not only to identify each of the tenants in the manor, but also to establish their property-holdings.

Absolutely indispensable in reconstructing the manor's economic life in relation to the other parts of the colony were the manuscript records of colonial land grants and provincial affairs at the New York State Library. They are: the New York Colonial Manuscripts, 1638-1800, 103 vols.; the New York Colonial Land Papers, 1642-1803, 63 vols.; the Calendar of Historical Manuscripts (English), 1664-1776, 85 vols.; and the Calendar of New York Council Minutes, 1668-1783, 28 vols.

As for specific events relating to the manor tenants, the Town Records of Stowe, the Land Records (2 vols.), and the Mansfield Proprietors Book of Records (2 vols.), all at the Town-Hall of Stowe, Vermont, throw an explanatory light on the land speculation of the manor tenants. The Alexander McDougall Papers of the New York Historical Society was very useful in understanding New York Revolutionary politics and the extent to which the manor was exposed to the plundering activities of the British soldiers during the War. The Philipses-Gouverneur Land Titles, nos. 13 and 14 at the Columbia University Library, and a transcript copy of A Geographical, Historical Narrative or Summary of the Present Controversy between Daniel Nimham . . . and Legal Representatives of Colonel Frederick Philipse. . . .

at the Library of Congress (originals at British Museum, London), are very important sources of information about the complex controversy aontroversy between the Wappinger Indians and Philipses in Dutchess County in 1765-1767.

Printed Sources

E. B. O'Callaghan and Berthold Fernow, ed., Documents Relative to the Colonial History of the State of New York (15 vols., Albany, 1856-1887) provided a substantial portion of material from which my study of the economic opportunities in colonial New York was constructed. The Documents, together with E. B. O'Callaghan, ed., Documentary History of the State of New York (4 vols., Albany, 1849-1851) includes a multitude of letters, reports, and comments by public and private figures on economic, political, social, and cultural conditions in the colony. Therefore, I feel that these documents must be the major, and first, reading assignments for any serious student of the area.

My endeavor to establish the legal status of the Manor of Cortlandt in the administrative and judicial organization of the province was greatly assisted by The Colonial Laws of New York from the Year 1664 to the Revolution (5 vols.; Albany, 1894); Journal of the Votes and Proceedings of the Colony of New York, 1691-1765 (2 vols., New York, 1746-1766); Journal of the Legislative Council of the Colony of New York,

1691-1775 (2 vols.; Albany, 1861); and Dixon Ryan Fox, ed., The Minutes of the Court of Sessions, 1657-1697 (White Plains, N. Y., 1924).

There are public documents of other colonies that deserve special mention. Massachusetts Bay General Court, Acts and Resolves, Public and Private, of the Province of Massachusetts Bay. . . ., 1692-1786 (21 vols.; Boston, 1869-1922) yielded valuable information on the boundary disputes between New York and Massachusetts which had important effects upon the local disturbances in the Westchester and Dutchess counties in 1766. I spent much time scanning Robert Stillman Batchellor, ed., State Papers, the New Hampshire Grants, Being Transcripts of the Charters of Townships . . . 1749-1764 (40 vols.; Concord, N. H., 1895) and Isaac W. Hammond, ed., Documents Relating to Towns in New Hampshire (22 vols.; Concord, N. H., 1883) to determine the extent of land speculation by the New Yorkers in New Hampshire and Vermont areas in the middle of the eighteenth century.

The best contemporary account of the colonial history of New York, emphasizing its political and economic aspects, is William Smith, History of New York from the First Discovery to 1762 (2 vols.; New York, 1830). Peter Hasenclever, The Remarkable Case of Hasenclever, Merchant, . . . (London, 1773), though written in defense of his management of various industrial and agricultural undertakings in

the colony against what he considered were false accusations by his employer, contains detailed accounts of the colonial labor situation, as well as the production cost of diverse farm goods and their marketing conditions. His observations are particularly relevant to my study because of the fact that he actually supervised commercial farming in the Manor of Cortlandt in the 1760's.

Despite its title, Hugh Hastings, ed., Ecclesiastical Records of the State of New York (7 vols.; Albany, 1901-1916) provides such non-religious material as records of the property-holdings of many prominent New York inhabitants, their political affiliations, and the economic and social conditions in different parts of the colony.

Peter Force, ed., American Archives: Consisting of A Collection of Authentic Records, State Papers, Debates, and Letters and other Notices of Public Affairs, 4 ser., 6 vols.; 5 ser., 3 vols. (Washington, 1837-1853); Calendar of Historical Manuscripts Relating to the War of the Revolution, in the office of the Secretary of State (2 vols.; Albany, 1868); and Journal of the Provincial Congress of the State of New York, 1775-1776-1777 (2 vols.; Albany, 1842) were useful sources of information about the Revolutionary manor. My debt to the above records is evident by their frequent appearance in my footnotes. Some Loyalist accounts of the Revolution and its personnel, for example, Edward Floyd DeLancey, ed., Thomas Jones' History of New York

during the Revolutionary War, and of the Leading Events in the other Colonies at That Period (2 vols.; New York, 1879) and William H. W. Sabine, ed., Historical Memoirs of William Smith, from 12 July 1776 to 25 July 1778 (New York, 1958) discuss the personalities of such enigmatic revolutionaries as John Van Cortlandt and Philip Van Cortlandt. However, these works, in view of their Tory sentiments and their bitterness toward their opponents, require cross-checking with other relevant evidences.

Diaries of both travellers and participants in the War were very helpful in comprehending the enormity of the physical destruction of the manor and its effect on the minds of the manor residents during the period. Diaries of greatest use were: William Abbott, ed., Memoirs of Major-General William Heath (New York, 1901); Timothy Dwight, Travels in New England and New York (4 vols.; New Haven, 1821-1822); and James Thacher, Military Journal of the American Revolution, from the Commencement to the Disbanding of the American Army . . . (Hartford, 1862).

In the course of this study, I have relied heavily on several New York newspapers of the period from 1750 to 1776. Advertisements for the sale of land in the manor by many proprietors yielded valuable information about the quality of land, the degree of its improvements, the conditions for sale, and, more importantly, identifications of the present occupants of the tract concerned. Among the

newspapers used most extensively were the following, at the New York Historical Society: the New York Gazette (Weyman's), 1759-1767; the New York Gazette and Weekly Mercury, 1768-1783; the New -York Mercury, 1752-1768; Rivington's New York Gazetteer, 1774-1776.

The New York Historical Society Collections was one of the most indispensable sources for this study. The vast number of wills, diaries, letters, and other materials which fill the eighty-odd volumes of this periodical defies individual references. However, the following papers in the Collections were especially useful: "Journals of Capt. John Montressor," 2 vols., 1881-1882; "Letter Books of Cadwallader Colden," 2 vols., 1876-1877; "The Letters and Papers of Cadwallader Colen. . . 1711-1775," 8 vols., 1918-1937; and "Charles Lee Papers," 4 vols., 1871-1874.

Secondary Sources

There is no single exhaustive secondary work on the Manor of Cortlandt. Most of the works are either geneological accounts of the Van Cortlandt family or they were written for the purpose of advertising the Van Cortlandt Restorations. Typical of books in the first category is Louis E. De Forest's thirty-three page The Van Cortlandt Family (New York, 1930); in the second category, Charles Hopkins Brown's thirty-six page Van Cortlandt Manor

(Tarrytown, New York, Sleepy Hollow Restorations, 1965). The only work outside these categories is E. Marie Becker, "The 801 Westchester County Freeholders of 1763 and the Cortlandt Manor Land-Case which occasioned their Listing," in the New York Historical Society Quarterly, XXXV, July 1951, No. 3, pp. 283-321. Even though Miss Becker's attention is focused primarily on land disputes between the Cortlandt Manor proprietors and some alleged intruders, her general discussion of the manor structure is quite scholarly. However, the fact that Miss Becker was limited by paucity of source material on the manor seems to have led her to make several misjudgements on the manorial lease practices and lordship.

One of the good narrative works on the history of Westchester County, in which the manor was situated, is Robert Bolton, The History of the Several Towns, Manors, and Patents of the County of Westchester, from its first Settlement to the Present Time (2 vols.; New York, 1881). This work contains a few accounts of the settlement and development of the manor, and interesting anecdotes about events and characters in the Revolution. But the value of the work to my study was seriously impaired by Bolton's over-reliance on hearsay passed down to manor descendants and by my inability to verify his arguments with historical evidence.

There are several secondary accounts of manorial

lordship and tenant-proprietor relationships in the New York colony. They are: Stephen L. Mershon, The Power of the Crown in the Valley of the Hudson (Montclair, N. J., 1925); Julius Goebel, Jr., "Some Legal and Political Aspects of the Manor in New York," Order of Colonial Lords of Manors in America, Publications (Baltimore, 1928), No. 19, pp. 1-22; E. Wilder Spaulding, New York in the Critical Period, 1783-1789 (New York, 1932); Carl L. Becker, The History of Political Parties in the Province of New York, 1760-1776 (Madison, University of Wisconsin Press, 1909); Rensen J. Lossing, Hours with the Living Men and Women of the Revolution (New York, 1889); David M. Ellis, Landlords and Farmers in the Hudson-Mohawk Region, 1790-1850 (Ithaca, New York, Cornell University Press, 1946; Irving Mark, Agrarian Conflict in Colonial New York, 1711-1775 (New York, Columbia University Press, 1940); Alexander C. Flick, Loyalism in New York During the American Revolution (New York, 1901); Staughton Lynd, "The Tenant Rising at Livingston Manor, May, 1777," New York Historical Society Quarterly, XLVIII, April 1964, No. 2, pp. 164-66; Staughton Lynd, "The Revolution and the Common Man," unpublished Ph.D. dissertation, Department of History, Columbia University, 1962. Most of the authors of the above works belong to the socio-economic conflict school of American history. Their viewpoints on important topics are at variance with my views. I strongly feel that their theses should be read with utmost caution.

Oscar Handlin, "The Eastern Frontier of New York," New York History, XVIII, No. 1, January 1937, pp. 50-75 is an excellent study of the boundary disputes between New York, on the one hand, and Massachusetts and Connecticut, on the other, during the colonial period. One segment of my chapter seven, "The Tenant Uprising of 1766," owes much to his monograph. Dixon Ryan Fox, Yankees and Yorkers (New York, 1940), which deals with the same subject, seems to be a popular version of Handlin's work.

Robert E. Brown, Middle-Class Democracy and the Revolution in Massachusetts, 1691-1780 (Ithaca, New York, Cornell University Press, 1955); Robert E. Brown and B. Katherine Brown, Virginia 1705-1786: Democracy or Aristocracy? (East Lansing, Michigan, Michigan State University Press, 1964); Charles S. Grant, Democracy in the Connecticut Frontier Town of Kent (New York, Columbia University Press, 1961) were extremely useful in that they provided me with a method of historical analysis.

APPENDIX I

THE ROYAL CHARTER OF CORTLANDT MANOR

Gulielmus Tertius Dei Gratia, Anglae, Scotiae, France et Hiberniae, Rex, fidei defensor, &c. &c.

"To all to whom these presents shall come, sendeth greeting: Whereas, our loving subject, Colonel Stephanus Van Cortlandt, one of the members of our Council of our Province of New York, &c., hath by his petition presented unto our trusty and well beloved Colonel Benjamin Fletcher, Captain General and Governor-in-cheif of our said Province of New York and territories depending thereon in America, &c., prayed our grant and confirmation of a certain parcel and tract of land situate, lying and being upon the east side of Hudson's river, beginning on the north line of the manor of Philipsburgh, now in the tenure and occupation of Frederick Philipse, Esq., one of the members of our said Council, and to the south side of a certain creek called Kightawanck Creek, and from thence, by a due east line, running into the woods twenty English miles, and from the said north line of the manor of Philipsburgh upon the south side of the said Kightawanck Creek, running along the said Hudson river northerly as the said river runs into the north side of a high hill, which high lands, commonly called and known by the name of Anthony's nose, to a red cedar tree, which makes the southernmost bounds of the land now in the tenure and occupation of Mr. Adolph Philipse, including, in the said northerly line, all the meadows, marshes, coves, bays and necks of land an peninsulas that are adjoining or extending into Hudsons river within the bounds of the said line, and from the said red cedar tree another due easterly line running into the woods twenty English miles, and from thence along the partition line between our Colony of Connecticut and this our Province, until you come into the place where the first easterly line of twenty miles doth come-the whole being bounded on the east by the said partition line between our and said Colony of Connecticut and this our Province, and on the south by the northerly line of the manor of Philipsburgh to the southward of Kightawanck Creek aforesaid, and on the west by the said Hudson's river, and on the north from the aforesaid red cedar tree by the south line of the land of Adolph Philipse, and also of a certain parcel of meadow lying and being situate upon the west side of the said Hudson's river, within the said high

lands over against the aforesaid hill called Anthony's nose, beginning on the south side of a creek called by the Indians Sinkapogh, and so along said creek to the head thereof, and then northerly along the high hills, as the river runneth, to another creek called Apinnapink, and from thence along the said creek to the said Hudson's river, which certain tract of land and meadow our said loving subject is now actually seized and possessed thereof, and doth hold the same of us by virtue of sundry grants heretofore made unto him by Col. Thomas Dongan, late Governor of our said Porvince, and whereon our said loving subject hath made considerable improvement, having been at great cost, charge and expense in the purchasing the said tract of land and meadows from the native Indians, as well as in the settling a considerable number of families thereon, and being willing to make some further improvement thereon, doth by his said petition further request and pray that we would be graciously pleased to erect the aforesaid tract of land and meadows within the limits and bounds of aforesaid into a lordship of manor of Cortlandt, which reasonable request for the future encouragement of our said loving subject, we being willing to grant: Know ye, that of our special grace, certain knowledge and mere motion, we have given, granted, ratified and confirmed, and by these presents do for us, our heirs and successors, give, grant, ratify and confirm unto our said loving subject, Stephanus Van Cortlandt, all the aforesaid, certain parcel and tracts of land and meadow within their within their several and respective limits and bounds aforesaid, together with all and every of the messuages, tenements, buildings, barns, houses, out-houses, stables, edifices, orchards, gardens, inclosures, fences, pastures, fields, feedings, woods, underwoods, trees, timber, swamps, meadows, marshes, pools, ponds, lakes, fountains, waters, water courses, rivers, rivulets, runs, streams, brooks, creeks, harbors, coves, inlets, outlets, islands of meadow, necks of land and meadow, peninsulas of land and meadow, ferries, fishing, fowling, hunting, and hawking, and the fishing in Hudson's river, so far as the bounds of the said land extends upon the same, quarries, minerals, (silver and gold mine only excepted,) and all other the rights, members, liberties, privileges, jurisdictions, pre-eminences, emoluments, to the afore recited certain parcels or tracts of land and meadows within their several and respective limits and bounds aforesaid, belonging or in any ways appertaining or accepted, reputed, taken, known or occupied as part, parcel or member thereof, to have and to hold all the afore recited certain parcels and tracts of land and meadows within their several and respective limits and bounds aforesaid, together with all and every of the messuages, tenements, buildings, barns, houses, out-houses, stables, edifices, orchards, gardens, enclosures, fences,

pastures, fields, feedings, woods, underwoods, trees, timber, swamps, meadows, marshes, pools, ponds, lakes, fountains, waters, water-courses, rivers, rivulets, runs, streams, brooks, creeks, harbors, coves, inlets, island of land and meadow, necks of land and meadow, peninsula of land and meadow, ferries, fishing, fowling, hunting and hawking, and the fishing on Hudson's river so far as the bounds of the said land extends upon the said river, quarries, mines, minerals, (silver and gold only excepted,) and all other the rights, members, liberties, privileges, jurisdictions, pre-eminences, emoluments, royalties, profits, benefits, advantages, hereditaments and appurtenances whatsoever to the afore recited certain parcels or tracts of land and meadow within their several and respective limits and bounds aforesaid, belonging or in any ways appertaining or accepted, reputed, taken, known or occupied as part, parcel or member thereof unto the said Stephanus Van Cortlandt, his heirs and assignees, to the sole and only proper use, benefit and behoof of him the said Stephanus Van Cortlandt, his heirs and assigns forever; and, moreover, know ye, that of our further special grace, certain knowledge, and mere motion, we have thought fit, according to the request of our said loving subject, to erect all the afore recited certain parcels and tracts of land and meadows within the limits and bounds aforesaid into a lordship and manor, and therefore by these presents we do for us, our heirs and our successors, erect, make and constitute all the afore recited certain parcel and tracts of land and meadows with the limits and bounds aforesaid, together with all and every the above granted premises, with all and every of their appurtenances, into one lordship and manor to all intents and purposes; and it is our royal will and pleasure that the said lordship and manor shall, from henceforth, be called the lordship and manor of Cortlandt; and further, know ye, that we reposing especial trust and confidence in the loyalty, wisdom, justice, prudence, and circumspection of our said loving subject, Stephanus Van Cortlandt, and to the heirs and assignees of him the said Stephanus Van Cortlandt, full power and authority at all times forever hereafter in the said lordship and manor, one court leet and one court baron, to hold and keep at such time and times abd so often yearly as he or they shall see meet; and all fines, issues and amercements at the said court leet and court baron, to be holden within the said lordship and manor, to be settled, forfeited or employed, or payable, or happening at any time to be payable by any of the inhabitants of or within the said lordship and manor of Cortlandt, or the limits and bounds thereof, and also all and every of the powers and authorities hereinbefore mentioned, for the holding and keeping the siad court leet and court baron from time

to time, and to award and issue out the accustomary writs, to be issued and awarded out of the said court leet and court baron, to be kept by the heirs and assigns of the said Stephanus Van Cortlandt forever, or their or any of their stewards, deputed and appointed with a full and ample power and wuthority to distrain for the rents, services and other sums of money, payable by virtue of the premises and all other lawful remedies and means for the having, possessing, receiving, levying and enjoying the premises and every part and parcel of the same, and all waifs, estrays, wrecks, deodands, goods of felons, happening, and being forfeited, within the said lordship and manor of Cortlandt, together, with all and every sum and sums of money, to be paid as a post fine, upon any fine, or fines, to be levied of any land, tenements, or hereditaments within the said lordship and manor of Cortlandt, together with the advowson, and right of patronage, and all, and every, the church and churches erected or established, or hereafter to be erected, or established in the said manor of Cortlandt; and we do by these presents constitute, and appoint, our said loving subject Stephanus Van Cortlandt, and his heirs and assigns, to be our sole and only ranger of the said lordship and manor of Cortlandt, and to have, hold, and enjoy, all the benefits, perquisites, fees, rights, privileges, profits and appurtenances, that of right doth belong unto a ranger according to the statute, and customs of our realm of England, in as full and ample manner, as if the same were particularly expressed, in these presents, anything to the contrary hereof in any ways notwithstanding; and we likewise do further give, and grant, unto the said Stephanus Van Cortlandt, and to his heirs and assigns, that all and every the tenants of him the said Stephanus Van Cortlandt, within the said lordship and manor of Cortlandt, shall and may at all times hereafter, meet together, and choose assessors within the manor aforesaid, according to such rules, ways, and methods, as are prescribed for cities, towns and counties within our said province by the acts of General Assembly, for the defraying of public charge of each respective city, town, and county aforesaid, and all such sum or sums of money so assessed and levied to collect, and pay, and dispose of for such uses as the acts of General Assembly shall establish and appoint; and further, of our said special grace, certain knowledge and mere motion, we do, by these presents, for us, our heirs and successors, give and grant unto our said loving subject, Stephanus Van Cortlandt, and to his heirs and assignees forever, that the said Stephanus Van Cortlandt, his heirs and assignees, shall and may, from time to time, from and after the expiration of twenty years next ensuing the date of these presents, return and send a manor in every Assembly after the expiration of the twenty years, to be

summoned and holden within this our said Province, which representative so returned and sent shall be received into the House of Representatives as a member of the said house, to have and enjoy such privileges as the other representatives returned and sent from the other counties and manors of this our said Province, have had and enjoyed in any former Assemblies holden within this our said Province, to have and to hold, possess and enjoy all and singular the said lordship and manor of Cortlandt and premises, with all their and every of their royalties and appurtenances unto the said Stephanus Van Cortlandt, his heirs and assignees, to the sole and only proper use, benefit and behoof of him the said Stephanus Van Cortlandt, his heirs assignees forever, to be holden of us, our heirs and successors in free and common soccage, as of our manor of East Greenwich, in our County of Kent, within our realm of England, yielding, rendering and paying therefore yearly and every year forever unto us, our heirs and successors, at our city of New York, on the feast day of the Annunciation of our blessed Virgin Mary, the yearly rent of 40s current money of our said Province, in lieu & stead of all other rents and services, dues, duties and demands whatsoever for the afore recited tracts and parcels of land and meadow, lordship and manor of Cortland & premises. In testimony whereof, we have caused the great seal of our said Province to be hereunto affixed. Witness our said trusty and well beloved Col. Benj. Fletcher, our said Capt.-Gen. & Gov.-in-chief of our Province of New York & the territories depending thereon in America, & Vice-Admiral of the same, our Lieut. & Commander-in-chief of the militia & of all the forces by sea & land within our Colony of Connecticut, & of all the forts & places of strength within the same, in council at our for in New York, the 17th day of June, in the 9th year of our reign, Anno Domini, 1697. Benjamin Fletcher, by his Excellency's command. David Jamison, Secretary.