

AN EARLY OWNERSHIP OF REAL ESTATE IN  
ALBANY, NEW YORK, BY A JEWISH  
TRADER.

ALSO SOME REFERENCES TO LITIGATIONS AFFECTING  
HIS ESTATE.

BY HON. SIMON W. ROSENDALE, *Albany, N. Y.*

In the *Collections on the History of Albany*, published by Joel Munsell,\* upon one of the diagrams of lots of land at Beverwyck (near Fort Orange, both early names of Albany), in 1661 there appears as the owner of a lot one Asser Leevi; in the explanatory memorandum is found the following: "This southerly half lot, Marcellus Janse conveyed to Asser Leevi, a Jewish merchant in 1661, and in 1662 Asser Leevi to Robert Sanders."

The records of these days were kept in Dutch, and have been translated by Professor Jonathan Pearson of Union College, Schenectady. His translations are used in Munsell's *Collections*, and the preface to this part of the work contains the following interesting observation:

"All these are original papers bearing the autograph signatures of the parties concerned, such being the custom of the Dutch, whose statutes were based on the civil or Roman law. The earliest registers were simply quires stitched together, which at a later date were gathered up by some one ignorant of the language, and bound and labeled regardless of the date or subjects."

Interested by this information as to the title of real estate held by a Jew at so early a period, which is to-day among the most valuable in the best business portion of the city of

\* Vol. IV, Albany, 1871.

Albany, the original documents in the county clerk's office were examined with the view of observing the signature of this trader. I found both the instruments of purchase and sale written in Dutch, and while the signatures of the other parties were in the characters of that language, those of "Asser Leevi" were plainly and in each instrument similarly written in Latin or English letters. The instruments themselves are of interest; Professor Pearson says of these documents in general:

"If they have no other value to the legal profession, the informal methods of conveying and pledging real and personal property afford an interesting view of the simplicity of the times."

The interesting nature of the facts disclosed by the documents, so far as this society is concerned, is perhaps to be found as the result of some other suggestions made by the translator and compiler. He states that "the little hamlet of Beverwyck for fifty years or more was mainly a trading station, the resort of adventurers from New Amsterdam and Fatherland, particularly at the business season (June, July and August). For convenience and to obtain the burgher's rights in trade, they purchased houses and lots. The trading community was changeable, some departing and others arriving to take their places. After the conquest by the English in 1664, many of the transient population retired, and immigration from Holland soon ceased."

There was, as is known, at the outset, objection made in the colony to the acquisition by Jews of burgher's rights, and to their becoming the owners of real estate, or to trading at Fort Orange, so that the transfer of title to Leevi must have been among the earliest of such occurrences.

Similar objections to trading by others existed. An ordinance was passed in 1657, reciting that complaints had been made against trading by the Scotch "even to the best trading places and taking, as it were, the bread out of the mouths of the Burghers and resident Inhabitants"; this ordinance pro-

vided that the Scotch and traders who came over must apply for the common or small burgher-right and pay therefor.\*

So in matters denominational or religious, narrow and proscriptive rules prevailed. Although English settlers, either of the Presbyterian or Congregational order, were granted freedom of conscience and had their churches, yet the right of public worship was denied to all other denominations, excepting Lutherans, who after some struggle were allowed a minister. Catholics, Baptists, Quakers and Jews were alike ostracized, for none other than those of the Reformed religion, or persons at least well affected toward it, were admissible to office. By the laws of Holland, marriages between Protestants and Catholics or between Christians and Jews were subject to grievous penalties, Jews having no privileges excepting those of burgher-right and trade. The right of citizenship was restricted, as a general principle, to native-born subjects; by special charter the English settlers on Long Island, and in 1673 in what is now known as New Jersey, were granted "all and singular the immunities and privileges granted to the Inhabitants of the Province, as if they were natives of the United Belgic Provinces." †

The agreement of purchase and sale is as follows :

AGREEMENT OF SALE TO ASSER LEEVI.

"Conditions on which Marcellus Janssen (Van Bommel) is minded to sell at public sale to the highest bidder, his house and lot as it is at present occupied by the seller with all that is fast by earth and nailed. Firstly, the aforesaid house shall be delivered to the buyer with the lot as it is at present occupied by him and stands in fence according to the patent thereof. The delivery of the aforesaid house and lot shall be made on the first of May, A. D. 1662, with a conveyance of the same. Payment shall be made in good

\* *Laws and Ordinances of New Netherland* (O'Callaghan), pp. 298-301.

† *Ibid.*, Preface, pp. vi-vii.

whole merchantable beaver skins in three installments, the first on the first of June, A. D. 1662, the second, one year after date on the first of June, A. D. 1663, and third, one year after the second installment, being on the first of June, A. D. 1664. With the last payment the patent shall be delivered. The buyer shall be holden to furnish two sufficient sureties one for all and each as principals, immediately to the consent of the seller. If the buyer cannot furnish said sureties then the aforesaid house and lot shall be offered again for sale, and whatever less it comes to be worth he shall be holden to make good and what more it becomes worth he shall derive no profit therefrom. The auction fees become a charge to the buyer. On the above standing conditions Asser Leevi remained the last bidder for the sum of one thousand seven hundred and nine guilders, for which the honorable Johan Verbeeck and Jochim Wesselse (Backer) offered themselves as sureties and principals for the payment of the aforesaid sum, or pledge or their persons and estates, personal or real, present and future.

Done in Fort Orange this 15th of July, 1661.

ASSER LEEVI,  
JOHN VERBEECK,  
JOCHEM BACKER.

Acknowledged before me,

LA MONTAGNE, *Clerk at Fort Orange.*"

A grant of this land was made to Asser Leevi pursuant to this agreement. The grantor, whose full name was Marcellus Janse (or Janssen) Van Bommel, in signing even so formal an instrument, omitted the latter part of his name, signing it Marcellus Janssen. With regard to this practice, Professor Pearson says, "the majority of the first settlers used no surname; some evidently had none." It is also a fact that carelessness as to the use of names in these old records often causes embarrassment in the identification of persons.

In a note to the translation of the deed to Leevi the translator adds: "Asser Leevi was a Jewish trader, residing

chiefly in New Amsterdam. He was in the colony as late as 1684." From other papers in existence it seems, however, that he died before 1684.

The fact that Leevi engaged in trade at Fort Orange at this time, and probably pursuant to the rights acquired by reason of his purchase of real estate, is evidenced by another document.\* Under date of April 1, 1661, an instrument is found whereby Sophia Van Wyckersloot (and her husband, Anthony Toinel) declares that she has sold to Asser Leevi, "all the goods and merchandise which she is expecting out of Patria by the ship Beaver, consigned to her by her father, for which the aforesaid Asser Leevi is holden to pay seventy-five per cent advance on their cost in Holland, besides also the freight of the aforesaid goods to the skipper."

The fact that Leevi conveyed the property in 1662 bears out the inference that the real estate was purchased for the purpose of acquiring the right to trade. The following is a copy of the grant by him:

DEED BY ASSER LEEVI.

"On this 7th day of September, A. D. 1662, appeared before me Johannes Provoost, clerk, etc., Mr. Asser Leevi, merchant at Amsterdam in New Netherland, of the first part, and Robert Sanders, of the second part, who declares, in the presence of the after-named witnesses, that they, in all friendship and amity, have contracted and agreed with each other in regard to the following purchase, namely that the aforesaid Asser Leevi to said Robert Sanderson has sold a house and lot lying in the Village of Beverwyck on the hill, the same that he, the seller, bought of Marcelys Janse at public sale, as it stands and lies in fence, with all that is fast by earth and nailed, together with a little house also on the side of the great house, which the seller has built since his purchase; in magnitude according to the patent thereof; so

\* Although there is proof that he was engaged in trading there as early as 1660, see *infra*.

likewise the said Robert Sanderson acknowledges that he has bought the same, and promises to pay therefor the sum of one thousand nine hundred and twenty guilders, payable in good whole merchantable beaver skins at guilders apiece, besides three beavers also for a hat for the seller; it was also stipulated that as the aforesaid house is leased for the term of two years, so the buyer is holden to buy out and pay the lessees according to contract; delivery shall be made on the 1st day of May, A. D. 1663; the payments shall be made in five installments; the first on the first of July, 1663, which shall be the number of fifty beavers, and the following payments from year to year, every time a just fifth part; further, the aforesaid house and lot is to remain as a special pledge for the purpose of a complete payment, the buyer also pledging his person and estate, real and personal, present and future, nothing excepted, and putting himself in subjection to all laws and judges.

Thus done in the Village of Beverwyck, in the presence of the honorable Frans Barentse Pastoor and Jacob Yysen Van Der Heyden, as witnesses hereto invited on the date above.

	ASSER LEEVI,
FRANS BARENTSE PASTOOR,	ROBERT SANDERSE.
JACOB TEYSSEN.	

Acknowledged before me,

JOHANNES PROVOOST, *Clerk.*"

The instrument dated 1660, above referred to, shows that as early as that date Levy was engaged in trading at Fort Orange; the curious fact disclosed by this document is that touching a suffix to his name—it will be observed that in it his name is set down as Asser Levy Van Swellem.

It is as follows:

A MORTGAGE TO HIM IN 1660.

"Appeared before me Johannes La Montagne, clerk of Fort Orange and Village of Beverwyck, in the presence of Frans Barentse Pastoor and Jan Verbeeck, commissaries

of the same jurisdiction, Jan Michielson, who declared that he is well, truly and honestly indebted to Mr. Asser Levy Van Swellem in the sum of 184 guilders in good merchantable beavers, for goods to his content received, and promises said sum of 184 guilders in beavers to pay in the coming spring, 1661, about June, for which aforesaid sum the said Jan Michielson mortgages and specially pledges his house and lot lying in the Village of Beverwyck, and at present occupied by him, for the payment of said sum, for which he pledges his person and estate, real and personal, present and future, submitting the same to all laws and judges.

Done in Fort Orange the 28th of July, A. D. 1660.

FRANS BARENTSE PASTOOR,  
JAN VERBEECK.

JAN MYCHGYELEN.

Acknowledged before me,

LA MONTAGNE, *Clerk at Fort Orange.*"

An examination of several other instruments in the old records containing his name, not herein referred to, as unimportant, shows that in this paper alone is Van Swellem given as his surname.

Some of the data and documents above given have been known to persons interested in the work of this society.

Mr. Max J. Kohler, in his notes to Judge Daly's History of the Jews of North America, says that Jews seemed to have availed themselves of permission to trade at Fort Orange at a very early date. This is evidenced by references to Asser Leevi engaging in purchase of merchandise and real estate in Albany in 1661. See early records of the city and county of Albany by J. Pearson.\*

Mr. Markens, in his work,† also mentions Asser Leevi, and Mr. George A. Kohut has published several articles relating to matters connected with Asser Leevi.‡

\* *Daly's Settlement of the Jews in North America* (Kohler), note, p. 22.

† *Hebrews in America*, New York, 1888, pp. 8, 9.

‡ *American Hebrew*, March 31 and May 19, 1893.

Further casual research has disclosed other interesting documents relating to Asser Levy, and papers relating to litigations arising out of his estate.\*

Among the papers in the office of the clerk of the Court of Appeals, at Albany, which is the depository of the records of the old Court of Chancery, there are a number of documents relating to the estate of Asser Levy; they all have the appearance of great age, some of them being imperfectly preserved; they are apparently drafts or copies of pleadings. They are unsigned and unverified, but they bear on the question of the litigations over his estate. One of them is apparently a form of a bill in chancery by David Levy and Miriam his wife against Simon Valentine, in which David Levy asserts that Asser Levy died in 1680, and that he married the widow, the co-plaintiff, and that Simon Valentine, the pretended heir of Asser Levy, under an Act of the General Assembly, claimed to be entitled to the lands of said Asser Levy.† The action was to restrain Valentine from proceeding, as there were debts to which the estate should be subjected.

This bill of complaint avers that the estate of Asser Levy had been inventoried and appraised at 553 pounds, 16 shillings, of which some 360 pounds are for houses and lands situate within New York City.‡ The inventory contains an interesting list of personal property, including those for domestic purposes, and wearing apparel of a family in good circumstances. As to some extent illustrative of the conditions and comforts of a household, and bearing somewhat on the condition of the Jews of the times—as it may be assumed

\* Mr. Kohler has also examined some of these, and is in possession of many facts relating to this interesting topic.

† An examination of the laws of the First General Assembly, held in 1683, fails to disclose any special enactment on the subject, and the claim must have been under one of the general acts passed relating to titles to real estate.

‡ Through the courtesy of Mr. Max J. Kohler, I have been furnished with a copy of this inventory, made February 9, 1682.

that it was in a measure representative—some reference to its detail may be justifiable.

The implements and utensils are generally of brass, pewter and iron; a barrel of flour is appraised at two pounds and ten shillings; there are two looking-glasses, nine pictures and one Sabbath lamp; there also appear in the list two pistols and holsters, a gun, one sword, silver belt, one sword with belt, also one great long table-cloth, thirteen table-cloths, one ditto with lace, 24 napkins, silver appraised at about fifty pounds, consisting generally of spoons, goblets, a tankard, a spice box, small cups, girdle with hanging keys, silver to a belt for a sword, hat band, watch and buckles, also 14 gold rings, a "parcel of old books, also a negro boy valued at 20 pounds."

Another similar paper appears to be the form of a bill of complaint of Ansell Samuel Levy against Simon Valentine; this Levy singularly enough, if it be another (although it is fair to assume that it is the same Levy), alleging that he married Miriam the relict of Asser Leevi and "being in possibility of enjoying good name (?) and a comfortable livelihood by said marriage"; upon the promises of said Valentine "to supply him with a greater sum of money than any benefit your orator could have by such marriage," was induced to sign a bond to Valentine in the penal sum of 1000 pounds, that he would stand to abide by the award of Robinson and Richard in arbitration which was only "to end a difference betwixt the old woman, your orator's wife and said Simon Valentine," that "your orator having no knowledge of the English language believed that the signing of the bond would do him no injury, but that for signing he should have 150 pounds, and be in better condition than by living with the old woman, your orator's wife." The paper also avers that Levy still remains in the common gaol by and through the want of knowledge of the English language, and also for the want of lawyers, counsel and attorneys. The pleading asks an injunction restraining Valentine from further prosecuting the bond,

and that the matters concerning the same may be determined in the Court of Equity.

A further paper appears to be the form or draft of an answer of Symon Valentine to the bill of complaint of Ansel Samuel Levy. It avers that the scope of plaintiff's bill is to be relieved against a judgment obtained by this defendant on demurrer to the last court of Oyer and Terminer holden for the city and county of New York. It avers that he is willing to accept an offer made in the bill, viz., that said Levy offers to deliver up the estate into the hands of said Symon Valentine, upon certain conditions named, which conditions he is willing to adopt and embrace.

All of these papers are manifestly either sketches, or imperfect copies of papers. They are undated, excepting at the end of one is the name of J. S. Swinton, and the words "Filed 24th March, 1684."

There is a still further paper on this subject, which possibly is the document referred to in the answer of Valentine above alluded to. It is a brief petition of Ansell Samuel Levy, asserting that he is a prisoner, under a judgment of the court of Oyer and Terminer against him to the benefit of Simon Balantine Van Derwilden about the non-performance of an award concerning the estate of Asser Levy, deceased, by which means this petitioner is in a deplorable condition, not able to follow his trade or to maintain himself and wife; he avers that he is willing and hath been willing and ready at all times, as much as is in his power, on his part to perform the said award and to abide thereby, and therefore craves a hearing in equity and for relief out of imprisonment.

This document is signed in Hebrew characters "Aenshle bar shmuel segal ha-leeve." It is dated November 28th, 1685.

The discrepancies in the names are apparent, although perhaps not unusual. The David Levy mentioned in the papers and "Answell" Samuel Levy must be identical—as it is the petition of the husband of the widow of Asser Levy, who is

herself called by the names of Miriam and Maria, a difference not very great—but the names throughout all these instruments are of a varying character.

The full name of Valentine was doubtless Samuel Valentine Vander-Wilden.

The papers above referred to or most of them have been mentioned or designated in the Calendar of Historical Manuscripts, and in the English Colonial Manuscripts, and while it is probable that they have no general historical interest, it may be well to have their existence noted for the Society, as they may prove to be of value in furnishing some further information of the period.