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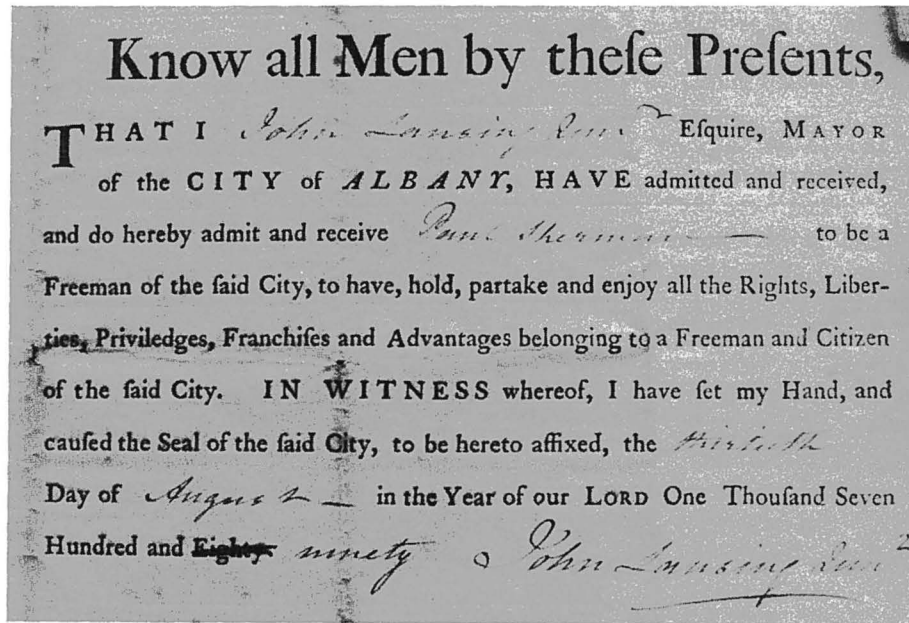
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*Paul Sherman's "Freeman of Albany" certificate signed by Mayor John Lansing, Jr. - Sherman family archives; photo by Val Kriele.*

## VIGNETTES ON PAUL SHERMAN (1763-1820)

- Raymond Beecher

*Nothing gives the historian greater satisfaction than the opportunity to delve into relatively untapped primary source material. In its analysis and subsequent use in written form, the individual or event studied takes positive form. Such is the case with the Sherman family archives, a collection held together for almost two centuries and now in the possession of Mrs. Edward Ely Sherman of New Baltimore.*

*Paul Sherman (1763-1820) was a transplanted New Englander who supported his wife, Bathsheba, and their several children in numerous ways - sailing captain and trader, sloop builder, operator of a trading station, as well as land developer. Additionally, he served as a Justice of the Peace, as a militia officer, and as the "on site" representative for wealthy downriver Jonathan Pell.*

*The story of sloop building at New Baltimore and the major part Paul Sherman played in that economic activity at the hamlet is intentionally omitted from this series of vignettes. That aspect of Paul Sherman's career is the focus of an extensive collection of material and an eventual publication of a book by the author, Anthony Gambino.*

*Supplementing the Sherman archives is a collection of legal papers at the Vedder Memorial Library, papers from the Abraham Van Dyck/John L. Bronk law firm. Paul Sherman was an important client of that prestigious law firm located at Coxsackie.*

*The Author*

## Paul Sherman - "Freeman of Albany":

Almost two centuries later it survives in good condition - the certificate signed by John Lansing, Jr., Mayor of Albany, granting Sailing Master and Trader Paul Sherman of Tiverton, Rhode Island, freeman status. An archival artifact of importance, it is partially printed and partially handwritten; the spelling is of ancient form.

Know all Men by these Presents, That I *John Lansing Junr* Esquire, MAYOR of the CITY OF ALBANY, HAVE admitted and received, and do hereby admit and receive *Paul Sherman* to be a Freeman of the said City, to have, hold, partake and enjoy all the Rights, Liberties, Priviledges [sic], Franchifes and Advantages belonging to a Freeman and Citizen of the said City. IN WITNESS whereof, I have set my Hand, and caused the Seal of the said City, to be affixed, the *thirtieth* Day of *August* in the year of our LORD One Thousand Seven Hundred and *Ninety*.

*/s/ John Lansing Junr*

This special citizenship status was particularly useful to Paul Sherman of Rhode Island, he being involved in the extensive trading of raw materials and manufactured goods in the ports along the Hudson, the Atlantic Seaboard, to the West Indies, and even to the British Isles. It was not until the following year, 1791, that Sherman would remove his family and trading activities to their newly purchased river frontage in what was to become the hamlet of New Baltimore, then still a part of Albany County.

Although eleven years younger, in several ways Sailing Master Paul Sherman's career parallels that of Captain

*(continued on page 32)*

Joseph Allen of Catskill. Both were originally from Rhode Island, the County of Newport. Both commanded sailing vessels; both were coastal traders involved in runs to the West Indies and to the British Isles. After the Revolutionary War, both men removed to Greene County, bringing their families and personal possessions by sailing vessels. One conjectures if they were friends or acquaintances influenced for the same reasons to relocate in this area. We will probably never know.

Paul Sherman's initial purchase of land in the hamlet of New Baltimore had, by the year 1813, increased to 78 acres. Nearby his small wood framed house were his warehouses and wharf. He soon became one of this area's more important individuals. One son, Joseph, named for his paternal grandfather, would carry on the family trading activities in afteryears at the same place.

Not a great deal is known of the Paul Sherman activities prior to removal to New Baltimore. A modicum of information can be gleaned from the 1775 will of Thomas Sisson, Paul Sherman's maternal grandfather, who died in the year 1777 during the difficult time of the Revolutionary War. Thomas Sisson and his wife, Phebe, were reasonably affluent individuals. Their only son having predeceased them, they turned over the operation of their farming properties with the salt hay meadows and sedge flats to their son-in-law Joseph Sherman, married to their daughter Elizabeth. These farms lay in Dartmouth County, Massachusetts and in Portsmouth, Rhode Island. In the Sisson will, these farms were devised to the two surviving grandsons. Philip Sisson received the Massachusetts property on becoming of age while Paul Sherman's Rhode Island farmstead was subject to a life interest for his mother, Elizabeth. (In 1784 Paul Sherman finally sold 10 acres of this Rhode Island land to Thomas Robinson for 98 pounds, 10 shillings, taking back a mortgage which was finally paid off at Newport in 1786.)

Two other Sisson grandchildren are specifically mentioned, they being Abigail and Phebe Sisson, the daughters of the deceased son and cousins of Paul Sherman. The two girls and Paul Sherman, together with Elizabeth Sisson Sherman and her sister, Silvester Sears, shared equally in the residual estate consisting of livestock, household goods, money bills, bonds and book debts.

The Sisson-Sherman families utilized the services of negro females - Cassa and Pegg. Manumission was provided for in the will of Thomas Sisson when they reached the age of thirty years. Until then Cassa was willed to Joseph and Elizabeth Sherman and Pegg to Silvester Sears. The offspring of Cassa went to Joseph Sherman.

In appreciation for Joseph Sherman's "cultivating and improving the farmsteads," he was granted the privilege of using the same until his nephew-in-law became twenty-one. Thereafter the Joseph Sherman family would be dependent on Elizabeth Sherman's life tenancy in the one farm. (If Paul Sherman's father ever followed

the sea for a livelihood, there is no indication of this in the Sisson-Sherman papers.)

On the 20th of January, 1777, Thomas Sisson's will was presented for probate by executors Beriah Goddard and Lemuel Sisson, termed in the will "Friend and Kinsman." The validity of the will was proven before the Tiverton Town Council, presided over by William Cook.

At the time of his grandfather's death, Paul Sherman was approximately fourteen years old. Did he soon turn to the sea at a time when boys began earning their livelihood at an early age or did he continue to assist his father on the land? Agewise he would soon have been required to enroll in the local militia. Did he ever engage in whaleboat raiding parties against British shipping? These are all uncertainties. All we are certain of is that he learned navigation fundamentals and after the war became a coastal trader.

### **Paul Sherman, a Founding Father of the Hamlet:**

If the hamlet of New Baltimore on the Hudson had "founding fathers," such credit should be shared between the Van Der Zees (Vanderzees) and the Shermans. It was the two Vanderzee brothers, Storm A. and Cornelius, who saw the potential for that site. For twelve hundred pounds, they purchased it in 1773 from John and Anna Margareta Barclay. To the Vanderzees living in nearby Bethlehem, it was only a short migration to the site of their new homes. Almost two decades later the Paul Shermans would break their ties to the Tiverton area of Rhode Island and remove to an alien state.

Used principally as agricultural land until the close of the Revolutionary War, the development of the hamlet of New Baltimore parallels similar landings along this section of the Hudson River. With the influx of new settlers from New England and from the lower counties of New York by the 1790's and the opening of turnpikes to the west, the situation changed rapidly. The Bronks and Van Bergens, dividing up the Cocksackie Patent, found numerous buyers for the lots of land, among these being the Reeds who promptly established Reeds Landing (Cocksackie). Old Catskill rapidly gave way to Catskill Landing on the more navigable section of the creek; Smith's Landing developed where Cementon now is located. The Hurdick and Hogeboom holdings at Claverack Landing were sold to Thomas Jenkins and his partners in 1783, a landing soon to be incorporated as the City of Hudson. The lower and upper Van Loon farms (now Athens) were the sites of separate real estate developments. In 1794 Edward Livingston and partners purchased the Albertus Van Loon farm and immediately drew up elaborate plans for the establishment of a planned city, Esperanza, with public squares, parks, official buildings and numerous small building lots. With luck and political influence they hoped to make Esperanza the new capital of New York. John Van Loon's farm at the lower end of the Loonenburg Patent was sold in 1800 to Isaac Northrup for three thousand dollars. Surveyor John D. Spoor was soon hired to survey the farm into numerous small building sites with back alley rear access in addition to

(continued on page 33)

**Paul Sherman** *(continued from page 32)*

street frontage. Coxsackie's Upper Landing was promoted as Carthage, an attempt to enrich its landowners. Some of these plans came to fruition, others hardly left the drawing boards. Paul Sherman deserves a substantial measure of credit for the success of New Baltimore's development.

A study of the numerous property deeds in the Sherman family archives provides a better understanding of the gradual acceptance of the designation of the name New Baltimore, a name for the hamlet and later utilized for the township when it was set off from Coxsackie in 1811. The earlier post-Revolutionary deeds refer to this section on the river as "so called New Baltimore" or "sometimes called New Baltimore," indicating an unofficial status but within a few years the terms "so called" or "sometimes called" were eliminated from the land descriptions and the name New Baltimore finalized. There is still no general agreement as to the source of the name itself.

Leonard Bronk, then an active, much sought after surveyor, was employed by the Vanderzees in 1773 to plot the outer bounds of their purchase. (His field notes for this survey with detailed listing of meets and courses survives in the Bronck Manuscript Collection.)

In the year 1786, probably influenced by the rapidly changing economic conditions in this then lower part of Albany County, Albert Storm Vanderzee and Teunis Vanderzee decided to profit from the pent-up demand for land which was now exploding. Like all similar partners in real estate subdivisions, they first saw the need for a detailed map; they called up John D. Spoor, the surveyor (Judge Leonard Bronk had more or less retired from the surveying profession). And John D. Spoor is known to have produced for the Vanderzees "Map Drawn for the Regulation of a Town at Said Place [New Baltimore]." This earliest map would have been used to allow interested purchasers of lots to visualize the real estate development; it might also have been duplicated for advertising purposes elsewhere. One may even conclude that Paul Sherman, a Tiverton, Rhode Island sloop captain, frequently sailing up the Hudson, must have studied this map. (If any copies of the 1786 map survive, their location is unknown at the date of this writing; it is only known that map is referred to in various real estate deeds.)

From Paul Sherman's first purchase in 1791 until the several transactions made shortly before his death in 1820, he was deeply involved in New Baltimore land promotion and development. At times he acted alone, at other times with such partners as David Dinsmore, James Keeler and Storm A. Vanderzee. He even was known to develop financial contacts to assist other purchasers such as John Williams. Like many of his contemporaries, Paul Sherman successfully bid in acreage being sold at sheriff's sale for mortgage arrears. He was known to have an alert eye for land opportunities in other counties of New York such as Essex and Onondaga but in the main he concentrated his money and efforts at the hamlet of New Baltimore.

The John Williams case illustrates Sherman's willingness to help others get established. When Williams, on November 21, 1791, "Merchant at New Baltimore", bought 30½ acres of land from the Vanderzees "from which there were reserved three lots heretofore sold by John Williams and 18 lots held by the Vanderzees as surveyed by Leonard Bronk," Williams soon found himself overextended financially. By the terms of the sale and purchase he had agreed to provide a street sixty feet wide in each block of two hundred square feet and had other financial responsibilities in selling off building lots. It was Paul Sherman who utilized his contacts with John Gibbs "merchant at Providence, Rhode Island," for a mortgage loan to Williams of "248 pounds, 18 shillings, lawful money of the state of Rhode Island." Even with Sherman's efforts, Williams continued having financial problems. So much so that on September 9, 1801, attorney Jeremiah Clark, acting for Gibbs, arranged the sale of this mortgage to Paul Sherman. It is also a further indication of the growing prosperity of Paul and his wife Bathsheba at the hamlet. (This 1791 mortgage indenture bears two attractive federal Commissioner of Revenue seals - one the federal eagle and shield with the wording "Twenty Five Cents" the other having 13 stars and the designated value "XXV Cents.")

With Paul Sherman and John Brewer (also spelled at times Brower or Browere) being purchasers by mortgage, Anthony Ten Eyck of Rensselaer sold these two men a large plot of 150 acres on the river excepting two small lots totaling 16 acres; the transfer date was June 14, 1793. Within a few years, in January 1798, this partnership was terminated by John Brewer's releasing to Sherman "the northerly half of land purchased of Anthony Ten Eyck."

The lease of land for relatively long terms of years was a device used by many landowners when tenants were unable to come up with the purchase money or even a down payment, or where landowners were anxious to retain title. Sherman appears to have used the device of "long term" leasing only once. On June 5, 1794, John Plum signed a 23-year lease for two acres of land bordering the "Hanna Craws Creek," agreeing to pay Paul Sherman "four pounds, ten shillings each and every year". This land could have been utilized to create or expand a mill site or more specifically a mill pond.

While Sherman did contract to have a few houses constructed on his building lots which he rented to shipyard and other workers, he also was known to have purchased completed structures. When Elihu Cook, a carpenter then having returned to Massachusetts, offered his house and lot for sale at the hamlet, Paul Sherman was the buyer on January 8, 1796. That deed and others indicates the narrow frontage of these lots as compared to their depth - 50 x 150 feet.

The business relationship between the Shermans and the Vanderzees continued for many years and was obviously an attractive one for both parties. There are many examples of mutual cooperation as when John Anderson,

*(continued on page 34)*



**Paul Sherman** *(continued from page 33)*

a Vanderzee lot purchaser, paid with his title deed to 600 acres in the township of Hector, Onondaga County, "said lot #38 being granted to Anderson as Bounty." In 1796 the Vanderzees sold this Revolutionary service bounty land to Paul Sherman.

Of uncertain early date is the construction and operation of the store house and dock on the river which in 1796 was still owned jointly by Paul Sherman, Storm A. and Teunis Vanderzee. (It is known the Vanderzees had the earliest trading station at what became the hamlet.) On March 12, 1796, the Vanderzees finally sold out their "undivided half interest" in the store and dock to one James Keeler. Sherman now had another partner. In 1810 it was Paul and Bathsheba's turn to sell. Their "undivided half interest" went to son Joseph Sherman and Matthew Miller; the price was \$400. In later years (1822), James Keeler sold out to Joseph Sherman; the Miller one-quarter went to George Ely.

In July 1796, Albert Storm Vanderzee released to Paul Sherman "all that equal undivided moiety of a lot of land" on the bank of the Hudson, measuring eighty six feet, for 150 pounds. The next year, 1797, when John Anderson became financially embarrassed, it was Paul Sherman who bid in Anderson's 3½ acres at the public sale being held by sheriff John Given. That same year Edward Hallock, for \$40. sold Sherman a piece of land on the Hannacroix "westerly of the tan house and by the bark mill lot." (These early mills on the Hannacroix deserve more study.) That there was also a partnership arrangement with David Dinsmore is evidenced by deeds of sale for the mill lot itself. By 1803 David Dinsmore was signing Quit Claim deeds in favor of Paul Sherman.

In an effort to establish his son, Joseph, in the mercantile world, as early as 1798 Paul Sherman sold his eldest a one-acre lot on the Hannacroix northeast of the Mill Lot near the dwelling house of David Dinsmore "together with the Bark house, Tan Vatt [sic] and Bark Mill thereon standing." This was an apparent attempt to establish son Joseph in the business of tanning hides, using ground up hemlock and oak bark. The venture was never financially profitable and the site was later transferred.

Taking advantage of the prevailing New York State arrangement for making credit more easily available, in 1808 Paul Sherman mortgaged 50 acres of land at the hamlet to the Loan Commissioners for the County of Greene. (Their record book is in the Vedder Memorial Library at Bronck Museum.) Unlike some other borrowers, Paul Sherman paid the \$12.83 interest yearly and in six years settled the mortgage. This is another indication of his attention to his business affairs and the proper management of his estate.

A second major effort by Albert Storm Vanderzee for the selling of building lots at the hamlet came about in 1809, this time in partnership with Paul Sherman. The tract of land developed is described as "west of Main Street (Albany and Greene Turnpike) and north of

Washington Street." There is a degree of salesmanship in the map's legend as prepared by John D. Spoor, Surveyor, in October 1809:

#### HUDSON'S RIVER

A Map or Town Plot of the Village of new Baltimore situate on the west bank of Hudson's River in the County of Greene commanding a spacious harbour & intersected by extensive turnpike Roads opening a fair prospect for the Mercantile & seafaring adventurer - Surveyed for Albert S. VanDerzee and Paul Sherman Esq. . . .

There were still 73 unsold lots out of the original 112 when, on the 23rd of August 1820, Paul and Bathsheba transferred to son Joseph the 23 lots still in Sherman possession. A decade earlier, on May 21, 1810, Sherman and Vanderzee had shared title to these various lots by the "drawing of numbers." On August 23, 1820, for \$1,000, the parents also sold their homestead at the hamlet to eldest son Joseph. The property is described in the deed of transfer as "bounded North by Washington Street from the Hudson River to Main or the Albany and Greene Turnpike fifty feet thence South on the East side of said Turnpike fifty feet thence East to the Hudson River thence North by Said River fifty feet to the place of beginning, including the Dwelling House and Barn where the said Paul Sherman now lives." The signatures of Paul and Bathsheba show evidence of advancing years. Paul Sherman was getting his affairs in order. These 1820 land transactions to son Joseph may have been made with the realization his life span was nearing its end.

Paul Sherman died at the hamlet on September 10, 1820, with burial in what is now known as the east or older section of Chestnut Lawn cemetery (Route 9-W), New Baltimore. In the Sherman account book son Joseph records payments to Doctors John Ely of \$7.94 and Dr. B. B. Fredenburgh of \$6.00. The digging of the grave and related labor came to \$1.50. The coffin was made locally by David Ayrault for which he charged the estate \$11. Later that year the family ordered two headstones shipped down from Albany; Thomas Morgan charged \$19.50.

Bathsheba Sherman outlived her husband, Paul, by more than a decade, dying on August 27, 1832 at the hamlet. At that time she was residing in her own small house and possibly providing a residence for her youngest son Thomas. Her remains are also interred in the Sherman plot in Chestnut Lawn cemetery.

In her will she specifically mentions Paul Sherman's mahogany desk as a legacy to her eldest son Joseph. At the same time she cancelled any interest on notes he might owe her at the time. (The desk is now at Bronck Museum, a part of the Edward Ely Sherman Memorial Collection.) Son Pardon C., who is known to have had substantial land holdings at Coeymans Landing, received the nominal sum of \$5; daughter, widow Phebe Brown (Mrs. Allen Gilbert Brown), was left \$300; daughter Hannah Batterson (Mrs. Morris Batterson) also got \$300. In addition to a feather bed, daughter Clarissa Jones (Mrs. John Jones) received the equal sum of \$300. Bathsheba's granddaughter Emmeline, daughter of Joseph Sherman

*(continued on page 35)*



**Paul Sherman** (continued from page 34)

and Charlotte Ely, received Bathsheba's side saddle. To son Thomas she left her current residence and most of its contents plus the sum of \$50. This legacy was to be held in trust by son Pardon C. Sherman. The fact that Joseph and Pardon C. Sherman received so little in her will is readily understood; they both received substantial help from their parents in "getting set up in the world." Any small balance in the estate after the payment of specific legacies was shared equally between daughters Phebe and Clarissa.

For genealogists and readers so interested, it might be worthwhile to take a moment to study the marriages of Paul and Bathsheba's offspring. Joseph Sherman married Charlotte Ely, daughter of Dr. Worthington Ely who was the eldest brother of Dr. John Ely of Cossackie. (Both Doctors Ely were the sons of Dr. John Ely of Connecticut, an officer in the American Revolution and pioneer in the treatment of the dreaded smallpox; Colonel John Ely was known to General George Washington.) Son Pardon C. Sherman married Anna Van Dalfson; Phebe Sherman married Allen Gilbert Brown. Hannah married twice, (1) Alden Wilkie and (2) Morris Batterson of Cossackie. Clarissa also married twice. Her first husband was (1) John Jones, and (2) Conradt Houghtaling. The youngest Sherman son, Thomas, married Margaret Dawson.

Paul and Bathsheba Sherman descendants still maintain a tie to the hamlet of New Baltimore through the various generations' descendants of Joseph and Charlotte Ely Sherman. The Sherman homestead, rebuilt by Joseph in 1828, in the attractive federal period style, is one of the few historic houses in Greene County still occupied by the family of the original builder.

### **Paul Sherman's Account Book:**

A better understanding of the complicated means by which farmers, craftsmen, and merchants such as Paul Sherman managed to carry on trade, hampered by a severe shortage of gold and silver coins, is gained from a study of the Sherman account book covering the years 1791-1794. (The new Philadelphia mint issued its first gold coins in 1795. Coins of a dollar or less were minted of silver and copper. After the paper currency disaster during the Revolutionary War, the newly established federal government was most reluctant to issue paper.) This Sherman record book is really a microcosm of New Baltimore's economic life. It strikingly illustrates the ingenuity by which goods and services were exchanged. One might term the system either direct or indirect barter in that two or more individuals were involved and in that the use of "book credit" and "notes of hand" were essential to this exchange process.

Tradition lingered. The United States had, at Thomas Jefferson's urging in 1792, adopted the decimal system based on the dollar. However, most people, including Paul Sherman, clung to the English system of measuring value in pounds, shillings and pence (12 pence to the shilling, 20 shillings to the pound). The farmers' surplus hay, grain, flax and flaxseed, potash, lumber, livestock

and occasional days' labor were the means by which trading accounts were settled. Local craftsmen, either in their own homes or in small shops, produced a range of products such as ironware, window sash, shingles, barrel and cask staves, furniture, hats and cloth. Much found its way down river to New York on sailing sloops such as Paul Sherman's. Return trips brought in wholesale lots of tea, molasses, rum, salt, ginger, sugar, nail rods, etc. Some of these items might be classified as necessities, others as luxuries.

The Sherman account book is replete with records of this two-way trading. A few illustrations are given from among the more than 190 individuals or firms dealing with Paul Sherman. In 1794 James Thorn, a New Baltimore blacksmith, consigned 769 feet of wood joice which Sherman disposed of at New York City, crediting Thorn's book account for one pound, ten shillings. That same year Sherman purchased at wholesale from Noah Mann & Co. 36 gallons of rum at a cost of fifteen pounds, six shillings. Payment was made with 15,000 shingles freighted down.

Benjamin Toby & Co. at New York not only wholesaled manufactured goods to Paul Sherman but also was alert to the potential for profit to be made dealing in local produce. While assembling a sloop load, storage space was rented from Sherman at the hamlet. From this and other shipping entries the reader gains an idea of the cost of transportation. Freightage for potash in barrels ranged from three to three shillings, six pence each. Flax seed, moved in small casks, was charged at the rate of three shillings and six pence. At one time 117 bushels of wheat was shipped to New York at a cost of two pounds, one shilling and five pence.

In January of 1793, Sherman sold Daniel Ayrault a quantity of cherry boards, charging him on the books at eighteen shillings. Later Ayrault brought in forty-five lights of sash for a credit of four pence each as well as a cherry table that had an agreed upon value of one pound, twelve shillings. Was the cherry table for the Sherman household? Adijah Hall, to pay for "Sundries" charged his account, brought in two dozen wool hats valued at eight pounds, ten shillings. In a single entry, Chauncey Ensign, a New Baltimore blacksmith, brought in twenty-five axes for which he got a credit of four shillings each.

Livestock had its trading value. In September, 1794, Joel Shepard "traded in" a yoke of oxen for book credit amounting to nineteen pounds. That same season Sherman disposed of "1/2 yoke of oxen" for four pounds, ten shillings. A cow brought in by Levy Conant was marked on Sherman's books as worth five pounds, ten shillings. Acting for Conant, Sherman sold the former's bay horse to Joseph Conkle for thirteen pounds. Hogs, such as the one from Conradt C. Houghtaling, sheep and beef cattle were other sources of book credit for area residents. When slaughtering was done in the neighborhood, beef, mutton and pork reached the store in quantity, some to feed the Sherman family and some for resale. Jacob Baker, one day, delivered "1 beef at 27 shillings the pound."

(continued on page 36)



*Sherman home and Trading Station at New Baltimore.*

*The drawing is by Ann Frances Sherman, daughter of Joseph & Charlotte Ely Sherman.*

*She was about 13 years old when she completed the water color drawing - 1820 - Sherman family archives; photo by Val Kriele.*

### **Paul Sherman** *(continued from page 35)*

As Justice of the Peace Paul Sherman helped accommodate case losers by allowing them to pay judgments with book credit, if agreeable to the winner.

There are recorded instances when Sherman even took a gamble on crops. On August 22, 1794, he made a deal with John E. Trueman for "1 field of corn on VanderZee Island now Standing in the Field - 6 pounds." "1 stack of hay on the Island - 13 shillings" was also purchased about the same time.

Providing labor and professional services were also means of paying for store purchases. Salvanus Greatracks and Nathaniel Dunbar supplied shipyard labor, taking book credits amounting to as much as thirty pounds. "Riding ship's timber" earned John Brower eight shillings, six pence. The notations "Riding wood," "Riding boards," "Riding timber," and "Riding staves," are frequently encountered, credits being issued to such men as Elijah Simons, Tunis Wolf, William Lewis and Seth Chaplin.

The VanderZees, Albert and Tunis, paid for their store purchases with "4 days Work of the Team" plus 22 pounds of veal and 22½ pounds of mutton.

An indication exists that by 1793, Paul Sherman had house property to rent. William Lewis was one tenant paying one pound rental for 2½ months. Elihu Cook the following year was charged two pounds, twelve shillings for "6 months house Rent."

Schooling for the Sherman and possibly other youth at the hamlet was provided in 1792 by Adam Oysterbanks for the sum of fourteen shillings "on the books." (Sherman

was always interested in education. In the latter years of his life he gave an extension of the school lot for one dollar).

Even medical bills, such as the one from Daniel P. Utter, were frequently offset with store commodities.

As Paul and Bathsheba prospered, they expanded their real estate holdings by contracting for houses, a barn and warehouses. The earliest entries in the Sherman account book were made in the year of the Sherman arrival in 1791. John Plum, Jr., was credited in July of that year for materials and work to a house frame amounting to two pounds, six shillings, one pence. (Readers should know it was the custom of the time to lay out the main frame of a house on the ground, peg each side together, then raise the sides and join them with additional wooden pegs. The raising was done with both human and animal power.) The substantial credit of seventeen pounds, four shillings and six pence was due in 1791 to Moses Gains for masonry work while John Smith supplied labor for two months at 56 shillings the month. (This modest 1791 Sherman homestead, a two room down and two room up, with cellar and small attic, was sold in 1820 to son Joseph Sherman.)

Although basically a merchant, ship builder and sloop operator, Sherman did some limited farming on his acreage as indicated by the credit given to Seth Stocker "for 3 days work at harvest - 15 shillings." Others, like Peter Adair, worked on Sherman's sloops being constructed on the ways at the hamlet.

We learn from the account book that David Dinsmore sold Sherman a freight sleigh while Levy Conant sold

*(continued on page 37)*

## THOSE EARLY "RELIC HUNTERS"

The antique market today is booming as a major economic activity. Auction houses are numerous. There is hardly a village without its antique shop. Books, magazines and price guides flow from the presses. But it was not always so. During the last quarter of the 19th century and even up until World War I, antique collectors were frequently regarded by the newspapers and the general public as somewhat eccentric, willing to part with good money for old-fashioned goods well past its prime. At times such collectors were a mild source of local humor.

James Wells of Athens was one of the first local collectors to be recognized by the press. The *Examiner*, in 1894 reported that Wells "goes wild over old pewter platters and other antique household goods." That same spring William A. Peck, near the toll gate on the mountain road "sold several articles of ancient furniture to local relic hunters but refused a liberal offer for a solid mahogany dining table once owned by John Wesley".

Ira Shoub, in 1901, found a good customer in the actress, Maude Adams, then fixing up her cottage in Oteora Park. He managed to sell her an old sleigh which he assured her was over 100 years old, some foot warm-

ers, clocks and other Dutch relics for \$300. "Ira is building a new house on the strength of it" reported the weekly newspaper.

In the spring of 1906, Robert Spies (Spees?) of Greenville was one hundred dollars richer by disposing of an "old-fashioned clock".

The *Recorder*, in its issue of August 23, 1907, indicated considerable interest was being felt locally in the forthcoming sale of antiques and historic souvenirs at the old manor house of the Van Deusen family at West Leeds."

The following year Z. A. Pratt, Oak Hill, managed to secure sixty dollars from "the historical society at Albany" for an old chair which was taken out of the Esopus fire (Revolutionary War) in 1777. "The chair was brought from Holland 200 years ago."

Frank H. Kortz, 60 Prospect Street, Catskill, in February of 1907, was advertising for "All kinds of old-fashioned furniture, looking-glasses, clocks, brass, pewter, glass, crockery, china, jewelry, furs, silver and plated ware, bric-a-brac, lamps, etc." You may have some old things about the house that you can turn into money by notifying me."

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### Paul Sherman (continued from page 36)

him a wagon for ten pounds, fifteen shillings credit. A set of wagon hoops was made by blacksmith Thorn for eight pounds, nineteen shillings and six pence.

Income came to Paul Sherman in other ways. His scow was available for local hire. Priam Ripley and others used it to transport loads of cord wood. At times such firewood was loaded at Coymans and at Brown's landing to the north. Passengers willing to put up with the slow-moving sloops which depended upon the wind, paid for transportation. John Conine was one such passenger, paying ten shillings for passage.

### Paul Sherman and James Cleveland:

Imprisonment for debt was a legal device of long standing in both England and in colonial America. Charles Dickens vividly portrays several cases in his novels. It was the hope of creditors that incarceration would exert emotional pressure on debtors so that friends and family would come to the rescue or that hidden funds would surface. Gradually social reformers brought about changes in this legal procedure. New York passed its "Act for the Relief of Debtors with Respect to Imprisonment of Their Persons" on the 24th day of March 1801. It was an early type of bankruptcy proceeding whereby the debtor provided the court with a sworn statement summarizing his assets, both real and personal, including those necessities exempt from seizure and sheriff's sale. Upon the completion of such court hearings, the debtor was allowed to reestablish himself as a productive member of society without fear of incarceration for old debts.

James Cleveland, in 1805, was such a debtor. He was adept at moving about the Hudson Valley, particu-

larly in parts of Greene and Albany counties, to avoid apprehension. So much so that at one time the court ordered the sheriff of the County of Greene to arrest Cleveland "and hold his body in custody until Cleveland could be brought before the judges at the City Hall in the city of Albany."

Justice of the Peace Paul Sherman "ran James Cleveland to ground" at Albany on August 7, 1805. As a result of Sherman's efforts, Cleveland was incarcerated in the gaol at Albany for ten days until as Cleveland expressed it in his own words "he had by reason there of been compelled to pay the sum of thirty dollars to obtain his liberty," and "at another time To Wit at the day year and place aforesaid [Albany, August 7, 1805] with force of arms Paul Sherman did then beat, wound and unlawful imprison me To Wit for Twenty Days." Cleveland's terminology was shaped by his attorney. The phraseology "beat and wound" was commonly used at the time for the detention of a person against his will.

Upon release from the Albany gaol, James Cleveland, angered at being apprehended and having to pay some of his debts plus other costs, decided to sue Paul Sherman for damages to his person and reputation amounting to \$500. John V. V. Yates, attorney-at-law, represented Cleveland while Abraham Van Dyck of Coxsackie handled Sherman's interests. Yates appears to have had little knowledge of his client's irresponsibility. The case was in litigation for two years, much to the annoyance of the Judges of the Supreme Court in session at the city of New York, who, on May 16, 1807, "ordered that Judgment be entered against the plaintiff [Cleveland] as in case of non-suit for not proceeding to trial according

(continued on page 38)



**Paul Sherman** *(continued from page 37)*

to the course of the Court, and with double Costs; the such being brought for Acts of the defendant [Paul Sherman] as a Justice of the Peace." The law had finally closed in on James Cleveland!

But Cleveland had one arrow remaining in his quiver. He sought to avoid payment of his remaining just debts by utilizing the aforementioned Debtors' Relief Act of 1801. Before the Honorable Judges of the Greene County Court of Common Pleas, at the "Academy" Court House in Catskill, James Cleveland, under oath, provided a detailed listing of his financial assets. His statement, witnessed by David Hosford, survives and reads as written:

James Cleveland      one hat one great coat one vest  
two shirts pr pantaloons three pr  
stockings 1 pr boots one handker-  
chief one pr spectacles

Wives Cloaths      Two Calico Long Gowns two  
Short Gowns 2 caps one Bonnett  
2 handkerchiefs 3 Shifts 3  
peticoats 2 pr Stockings 1 pr  
Shoes one pr Gloves

Son Jameses Cloaths    1 hat 1 Salor coat 1 Vest 2 Shirts  
1 pr Trowses or pantaloons

Son Johns Cloaths      1 hat 1 Vest 2 Shirts 1 pr of  
Trowses

[Household]            1 table 4 chairs 1 Chest 1 corner  
cupboard 4 cups and sausers 1  
tea pot 3 Iron pots 4 coverlds 2  
pr of Sheets 4 pillows 4 pillow-  
cases 1 fire shovel one Bible 1  
Spelling book

[Other Assets]        Debts due none - and there is no  
other real or personal Estate in Law or Equity or any  
Charge affecting the Same nor any of the Books writings  
or securtyes so far as the knowledge of this petitioner  
Extends concerning the Same -- Dated the 28th of August  
in the year of our Lord one thousand eight hundred and  
seven.

Few Greene County Justices of the Peace sought more diligently to enforce the law or had more trouble with a debtor than Paul Sherman of New Baltimore. It is doubtful Sherman ever succeeded in collecting much for Cleveland's creditors. Cleveland's list of personal assets was of a minimal nature and were items "exempt from seizure and sale." But because of Cleveland's avoidance of the law until the very last moment, we have one of the earliest surviving cases of both imprisonment for debt and for financial relief under the Debtors' Act of 1801.

#### **Paul Sherman Acts For Jonathan Pell:**

In the year 1801, Jonathan Pell of New York was putting his upstate affairs in order. One of the problems to be settled was the title to his land holdings on Stanton Hill in the then town of Coxsackie, now New Baltimore, land purchased by Pell from David Ver Planck, one of the Coeymans heirs. Pell had apparently leased the land to Quaker Jeremiah Bedell, Daniel Smith, Stephen DuBois and Abner Hoag. Pell's determination to dispossess these leasees may also have been influenced by the recent amendment to the New York State Real Property law, passed April, 1801, which sought to provide a measure of protection to tenants on such leased land. Pell,

unwilling to come up the Hudson on what he probably considered to be a time consuming matter, turned to Paul Sherman, asking Sherman to act in his stead, with power-of-attorney. This action of Pell's provides local historians with an insight into land tenure on Stanton Hill.

Just how or when Pell and Sherman became acquainted is uncertain. From his numerous trips on sailing vessels Paul Sherman was frequently in contact with the mercantile class in metropolitan New York. Additionally, he had earned a favorable reputation for his competency in business. There was also the prestige as Justice of the Peace, an important position in its day. Certainly Pell had every reason to feel confident Sherman would adequately represent Pell's interests.

As soon as Sherman received the power-of-attorney to act for Pell, the former sought the legal assistance of Abraham Van Dyck, one of the most prominent and respected legal representatives of Greene County. The next move was for Attorney Van Dyck to notify the Greene County Court of Common Pleas that it was Jonathan Pell's intention to obtain physical possession of the lands occupied by certain defendants lying in the Coeymans Patent. The validity of the leases were never at issue. Rather, the court had to decide two points:

1. If improvements to the land had been made by the leasees with Pell's oral or written consent, and if so,
2. What was the value of such tenant efforts which had to be paid to them before they could be dispossessed.

From surviving records it appears Pell did grant oral permission for his tenants to make soil improvements by clearing the acres of stumps, by ditching for better drainage, and by fencing.

Now it was necessary to determine the value of the land before such improvements were made and the value of the improvements themselves. Bedell's was first. With the approval of Paul Sherman and Jeremiah Bedell, the court appointed Cornelius Vanderzee, Tunis P. Van Slyck, and Samuel Fosdick to examine the acreage occupied by Bedell and carefully appraise the land. At the same time Sherman and Bedell entered into a type of bond agreement whereby after the valuation was completed, the purchaser and seller would be determined by chance. That agreement reads:

These may certify all whom it may concern that I Paul Sherman of the town of Coxsackie [New Baltimore], County of Green[e] and State of New York by a power from Jonathan A. Pell of the City of New York which power doth fully empower me the Said Paul Sherman to settle, arbitrate and determine in any ways concerning a piece of land which the said Jonathan A. Pell has a Deed of in the town of Coxsackie [New Baltimore] and County of Green[e] and Jeremiah Bedell of the town and County and State above said has a possession and Improvements on said land and we Paul Sherman and Jeremiah Bedell do covenant and agree to leave Cornelius Vanderzee, Tunis P. Van Slyck [Slyke] and Samuel Fosdick, Arbitrators chosen by and between the said Paul Sherman and Jeremiah Bedell to prise [appraise] the value of the

*(continued on page 40)*

## VEDDER LIBRARY NOTES

□◇ From the Sarah Conland estate, via Roberta Everitt, comes a substantial addition to the collection of Howland family papers already at the VML. The latest addition includes letters, Catskill merchants' billheads, Steam Woolen Mill and Harris Manufacturing Company items, Presbyterian Church pew rent receipts, etc. dating between the years 1880 and 1890.

□◇ Ted S. Overbaugh of Wappingers Falls has compiled a Freliegh genealogy, reaching backward in time to Manweiler, Germany. Johann Valentin Frolich, his wife and two children joined the Palatine migration, arriving at West Camp in the fall of 1710. The index of the compilation deserves special mention. The VML is grateful for a copy.

□◇ Notebook-Scrapbook 100 now holds Bible Records of the following families (1) William G. Brott, (2) Carlock-Vanderbeck, (3) John A. Combs, (4) W. DeMott, (5) Joseph Matteson, (6) Stephen P. Myers, (7) John A. Westerfelt, and (8) Christian Winne. This genealogical material comes from the Wiltwyck Chapter, DAR.

□◇ Material relating to the operation of the Bronk farm during the ownership of Leonard Bronk Lampman is always of interest. From Donald Powell, Senior, of Greenville, comes a few snapshots of the Colliers then residing at the homestead. Mr. Powell's mother was employed as a cook at a time when the farmhands were numerous.

□◇ The Hummel-Holdridge Bible Record, with births, marriages and deaths of this Coxsackie area family, has been supplied by Mrs. Donald B. Harris of Schodack Landing.

□◇ The private residential parks in the Catskills are a matter of general interest. The recent publication *Catskill Residential Parks*, produced by the Greene County Planning Department, makes informative reading. Copies may be purchased from their office in the Cairo county building.

□◇ Landscape painter, Charles Herbert Moore, at one time a resident of Catskill, is the subject of a biographical volume presented by Kenneth Van Vechten Parks.

□◇ The Thursday evening appointments have been popular for those researchers unable to come during the day on Tuesdays. Douglas S. Thomsen mans the library desk Thursday evenings.

□◇ The public school retirement of Social Education teacher Harvey Durham has resulted in the addition of a third library volunteer to the staff. He is gradually becoming familiar with the library holdings.

□◇ A duplicated copy of the Rossi cemetery records held by the NYS Library has come from the On-Ti-Ora Chapter, DAR, Hannah Whittle did the typing.

□◇ *The Mohican Trail*, a 1902's souvenir publication of the Kingston News Company, was acquired at a Sunday flea market in Oneonta.

□◇ Six snapshots given by Mrs. June Vincent of Coxsackie were taken during an Open House at the Powell homestead in Honey Hollow during its occupation by George and Alice Peters.

□◇ From Mary Vedder Kamenoff, Brockton, Mass., a person with deep family roots in Greene County, comes three printed items of interest. The first is the *Oration Delivered by the Hon. Lyman Tremain (town of Durham) at Watertown, N. Y. July 4, 1865*. A second is the memorial to his son, Frederick Lyman Tremain, mortally wounded at the Battle of Hatcher's Run, Virginia, February 6, 1865. Lyman Tremain died on November 30, 1875 and is the subject of the third item in the Kamenoff gift.

□◇ A collection of weekly newspapers, including issues of *The Pilot* comes from Mrs. Anita Hull Teetsel of Catskill. The VML hopes to assemble a complete file of *The Pilot*.

□◇ Augmenting the many years' holdings of *Antiques Magazine* are a number of recent vintage from Chairman of the Board and Mrs. Milton Chadderdon of Catskill.

□◇ Descendants of the Reverend Beriah Hotchkin, first pastor of the Greenville Presbyterian Church, have been helpful in supplying new information concerning that minister and his offspring.

□◇ *Beers' Calendar: Or Elliott's Catskill Almanack for the Year of Our Lord 1825* has been added to the almanac collection. This Catskill imprint volume is especially desirable.

□◇ Catalogued as Notebook-Scrapbook 99 is a collection of historical material relating to the Van Vechtens of Catskill. This gift came across country from Mrs. Jerome Prunty of La Jolla, California.

□◇ A collector's edition of Irving's *Rip Van Winkle* with handsome illustrations comes from Mrs. Frank Charlton of Freehold. Additionally, she donated the reference volume *Collecting Antiques*, and a "Molly Maguire" item.

□◇ Ezra Sampson's 1820 volume with Ashbel Stoddard's Hudson imprint recently acquired, has a lengthy title: *The Brief Remarker on the Ways of Man: Or Compendious Dissertations Respecting Social and Domestic Relations and Concerns, and the Various Economy of Life; Designed for, and Adopted to the Use of American Academies and Common Schools*.

□◇ Firemen's programs are always collectible. The 1924 W. C. Brady Hook and Ladder Company's fair program held at the Brooks Opera House in Athens contains a number of interesting advertisements as well as a brief history of that village's volunteer fire companies. A copy has been catalogued.

□◇ The Jared Matthew Bible with family genealogical information, has come from Mrs. Barbara Bechtoldt Bartley in memory of her mother-in-law, Minnie Louise Smith Bartley.

□◇ Jacob Bedell of New Baltimore married Hannah Cornell in 1821. That Society of Friends marriage was witnessed by more than fifty Quakers who affixed their signatures to the certificate. The document has recently been acquired by the Society as a memorial to Erving E. Albright whose mother was Fanny Bedell. Contributions toward this memorial will be appreciated.

**Paul Sherman** (continued from page 38)

last aforesaid land as it now is per acre and also to value the Improvements as they now are on said land of which the said arbitrators has been on said land to view the soil and Improvements and at the price as they the arbitrators or two of them shall prise [appraise] the soil per acre bring in two Awards for each party alike in writing ready to be delivered to the above parties one of which to be delivered to each party on or before the twelfth day of July instant, and if it so be that the Said Jeremiah Bedell is to pay for the Soil[,] that the said Paul Sherman doeth covenant and agree that the said Jonathan A. Pell shall within sixty days after the award of the arbitrators or two of them has delivered or are ready to deliver their award[,] give unto Jeremiah Bedell a good covenant Warrante Deed by actual survey for the land on which the Improvements are on and what is in the said Bedell's Possession of said land which is to be cast into one sum as the price per acre and is priced agreeable to the Number of acres according to Survey[-]and the said Jeremiah Bedell doeth covenant and agree to give a Note or Bond with Sufficient Security payable six months from the date with lawful Interest at the time of the Deed being given and furthermore if it should be if the said Jeremiah Bedell is to be paid for the Improvements on said land the said Paul Sherman doth covenant and agree to give a Note or Bond with sufficient security for the amount of the prised [appraisal] within sixty days after the award is delivered or ready to be delivered unto Jeremiah Bedell payable six months after the date with lawful Interest[-]and furthermore it is the agreement between the parties that after the Arbitrators or two of them bring in their Award in Writing that they shall have two pieces of Paper as near alike as may be[,] on one of these the word choice is to be written, the other to be left blank[,] and to be folded up as near alike as may be and put in some convenient place to be drawn by some indifferent persons and the one that draws the one that has the word choice on shall have his choice to choose whether Improvements on be paid for on the soil or on the other hand to choose whether he will pay for the soil or be paid for the deponents as the lot may fall in the case agreeable to the price that is prised [appraisal] per acre for the Soil and Improvements as they are prised according as they are brought in the award by Arbitrators. And it is further agreed that the parties are to pay an equal part of the Expenses of the arbitrators.

And for the trew [true] and faithful performance of the agreement the parties each bind themselves to each other in the penal sum of one thousand dollars to be forfeited and paid by the party so failing to fulfill or perform his part of the within written agreement to the adverse party. In witness whereof the parties to these presents have hereunto set their hands and seals this fifth day of July, one thousand eight hundred and six.

/s/ Paul Sherman  
Attorney for Jonathan Pell  
/s/ Jeremiah Bedell

In presence of  
Tunis P. Van Slyke  
Benjamin Lisk

The three arbitrators reported back to the court on the 6th of July 1806, submitting a written evaluation. It reads:

We the Subscribers being appointed arbitrators to finally award, arbitrate and Determine of and Concerning Differences Respecting a Certain Run of Land Now in Possession and Occupancy of Jeremiah Beadle [Bedell] and owned by Jonathan A. Pell and whereas the Said Jonathan A. Pell and the Said Jeremiah Beadle [Bedell] by their mutual agreements have Left it to our final Determination -

We Do therefore after Viewing the Premises and Allegations of the Said Parties Value the Improvements Made on Said Land \$60 and the Soil of Said Land per acre at \$4.50

As Witness our hands & Seals  
this 6th Day of July 1806 /s/ Cornelius Van der Zee  
Samuel Fosdick  
Tunis P. Van Slyke

Since Jeremiah Bedell and his son remained on the land at Stanton Hill it is apparent Bedell won the lottery and purchased the land in dispute at \$4.50 the acre. Such amicable land title settlements between landlord and tenant did much to prevent any anti-rent outbreaks later on among the hill farms in Greene County.

□ □ □ □ □

□◇ The Fall 1986 *Journal* carries a statement of appreciation for the efforts of the Society's retiring president, Valentine Kriele. Actually he should have been credited with three terms, not two. Blame it on the *Journal* Editor whose senior years pass on so rapidly he tends to reduce time spans.

□◇ This winter's issue of the Greene County Historical Society's *Journal* rounds out a ten-year editorship period. When the *Journal* was first proposed, there was a dubious feeling as to its length of stay. But even with the various ups and downs it has reached the membership without delay. With the passage of time the Society must soon face up to the problem of securing a younger editor who can assume more responsibility for the publication. If you have the time and capacity, contact Edward Grossman, the new president.

□◇ When the *Journal* was five years old, an index was prepared. It is now time for the second index covering the five-year span from 1982-1986. Any volunteers?

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