

To Eliza Stone
from S. Broches.

J E W S IN NEW ENGLAND

SIX MONOGRAPHS

I

HISTORICAL STUDY
OF THE JEWS IN MASSACHUSETTS
(1650-1750)

BY

S. BROCHES

Digitized by Project Zikaron
Touro University-NY Libraries
www.zikaron.tourolib.org
2025



NEW YORK
BLOCH PUBLISHING CO.
1942

Copyright, 1942
BY
S. BROCHES

Digitized by Project Zikaron
Touro University-NY Libraries
www.zikaron.tourolib.org
2025

Printed in the United States of America
by the
INDEPENDENT PRESS
BOSTON, MASS.

THE JEWS IN MASSACHUSETTS

1650-1750

I

- 1492 — The Jews are expelled from Spain a few months before the discovery of the Western Continent.
- 1494 — They are prohibited from settling in the Spanish dominions.
- 1594 — The Jews organize a colony in Brazil. Six hundred Jews of Holland join them.
- 1650 — They establish branch colonies in Cayenne and Curacao.
- 1654 — Twenty-three Jews from Brazil and others from Holland arrive in New Amsterdam (New York).
- 1658 — Fifteen Hebrew families arrive in Newport, R. I.

These dates mark the beginning of the history of the Jews in New England. When the Jews arrived in New Amsterdam, Peter Stuyvesant, the governor, not wishing them to remain, requested the Dutch West India Company in Holland to deport them. The following is an excerpt from his letter, expressing his attitude:

"The Jews who arrived would nearly all like to remain here, but learning that they were very repugnant to the inferior magistrates. . . . The deaconry also fearing that surviving to their present indigence they might become a

HISTORICAL STUDY

charge in the coming winter, for the benefit of this weak and newly developing place and the land in general, deemed it useful to require them in a friendly way to depart; praying also most seriously in this connection, for ourselves as also for the general community of your worships, that the deceitful race, be not allowed further to infect and trouble this new colony."

Peter Stuyvesant's attempt failed because the Dutch West India Company did not grant his request. Until their answer came, the Jews lived in fear and uncertainty, not knowing what each new day would bring. From past experience they feared they would not be allowed to remain and continually sought a place to settle, a place to rest. But where could they go?

The New England towns were nearest to New Amsterdam. But most of the New England towns were governed by the Puritans, who were opposed to every other religious group that wished to settle in their colonies. It was for this reason that they were unfriendly to the Jews.

As early as 1652, John Endicott, first governor of the Massachusetts Bay Colony, sent a letter to the English Parliament demanding that England prohibit "strange religious groups" from settling in New England. Among alien groups that he mentioned, — Arians, Mammichies, Mahumetans, Familists, Adamites, Raantrees, Levellers, Papists, and Atheists — Jews also were included.

This exclusion does not mean that the Puritans were opposed to the Jews in the sense in which we think of anti-Semitism today. Peculiarly enough, the Puritans tried to use the Jews for their own purposes.

"In 1649, Eliot, the missionary, proclaimed to the world that the Indians were descendants of the Jews. In 1650

THE JEWS IN MASSACHUSETTS — (1650-1750)

Dowman, another missionary, issued an appeal to the English, that they help the Indians in the New World, on the ground that the Indians descended from Jews. And when Thorowgood, in 1650, published his book *Jews in America*, Eliot of Massachusetts immediately made a declaration that the 37th chapter of *Ezekiel* refers to the Indians. And when, during the same year, there was a high mortality rate due to an epidemic, it was interpreted as a preparation for the coming of the Jews."

It was in Newport, Rhode Island, that Jews first settled as a group. More than three decades of colonists had preceded them. The earliest New England settlers, the Pilgrims, came to America through Holland in 1621. They were simple folk, farmers, and workers, only few of whom were men of education. They had come to America with a single object: to organize their life and religion free from persecution. They lived to some extent a collective life, helping one another and sharing work. It was a democracy where every individual who contributed something to the community was entitled by his vote to have a voice in the government and to hold office.

The Puritans also had come to the New World because of religious persecution, but their coming had a commercial and political purpose as well. The first group, headed by John Endicott, had been sent by a commercial company. The Winthrop group arrived under an organized form of government, with an elected governor, vice-governor, and eighteen assistant deputies. All of these officials were from the aristocracy, of the moneyed class, while the great majority of those who came with them were merely their bondsmen.

The aristocracy desired to strengthen its power and leadership. To this end they used the power to interpret

HISTORICAL STUDY

the Bible which comprehended and regulated every aspect of human existence and behavior and severely punished any offenders. The Puritan leaders knew the Bible well and used it for their purposes.

For a long time only those who were company members, Church members, and Freemen could vote or hold office, whereas, the majority, the bondsmen, were denied such rights. The Puritans began very seriously to adapt their lives to the principles set forth in the Old Testament. All laws relating to capital punishment were taken from the Bible, and chapter and verse cited so that there should be no doubt.

The religious rites they had practiced in England were to a great extent superseded by Jewish ritual. For example, the Puritans forbade the celebration of Christmas. [The punishment for breaking this law was a fine of five shillings.] The Sabbath began on Saturday at 3 o'clock in the afternoon. The first priest was selected by the elders of the community, who placed their hands on the head of the chosen one, who in turn placed his hand on the head of a second person chosen to be a teacher, just as the Hebrews did in biblical times in ancient Jerusalem.

The Puritans not only tried to arrange their life in the colonies according to ancient Jewish laws, but in addition completely removed the joyousness from the old Jewish laws and retained only "the God of Vengeance and his punishments". The rigid laws penetrated even the daily lives of the colonists. Laws pertaining to dress were enacted, forbidding the use of satin and bright colors and the wearing of gold and silver.

"Strikingly bold are the motives and class distinction of the Puritans' leaders. The punishments meted out to the rich and poor were quite opposite in kind. The rich

THE JEWS IN MASSACHUSETTS — (1650-1750)

were fined with money, while the poor were taken to a public square and either whipped, tied to a post, or subjected to other cruel torture and even sold as bondsmen."

Under these circumstances the power of the church was unlimited. As early as 1652 the General Court passed a law punishing offenders against the Old and New Testament:

"The Holy Scriptures of the Old and New Testament being written by the pphetts, apostles and Holy men of God, inspired by the Holy Ghost, conteyning in them the 'infallible and whole will of God, which he purposed to make knoune to mankinde, both for his oune worshipp and service, and also for the instruction, obedience, faith, and salvation of man, which yet by haeretickes in former ages, and now of late by others, have binn oppugned and denyed so to be, which if connived at, would mannifestly tend to the ouerthrow of all true religion and salvation, — for the prevention of so hajnous a crjme itt is therefore heereby ordered and enacted, that what p'rson or persons soeuer, professing the Christian religion, above the age of sixteene yeeres, that shall, within this Jurisdicc'ion, wittingly and willingly, at any time after the publication of this order, deny, either by word or writing, any of the bookes or the Old Testament, as Gennesis, Exodus, Levitticus, Noumbers, Deutronomje, Joshua, Judges, Ruth, Samuell, Samuell, Kings, Kings, Chronickles, Chronickles, Ezra, Nehemjah, Esther, Job, Psalmes, Proverbes, Ecclesiastes, Cantickles, Isayah, Jerremiah, Lamentacons, Ezekiell, Danjell, Hosea, Joel, Amos, Obadjah, Jonah, Mica, Nahum, Haba-

HISTORICAL STUDY

cuck, Zephaniah, Haggay, Zeckariah, Malachj; or New, as Mathew, Marke, Luke, John, Acts, Romanes, Corinthians, Corinthjans, Galatians, Ephesians, Philipians, Collosians, Thessalonians, Thessalonians, Timothje, Timothje, Titus, Philemon, Hebrewes, James, Peeter, Peeter, John, John, John, Jude & Revelation, to be the written and infallible word of God, or if any person, as aforesaid, belonging to this Jurisdicc'on shall com'itt the sajd crjme vppon the sea, not being or belonging to the jurisdicc'on of any other com'onwealth, shall be forthwith apprehended by the next officer or officers, whether marshall or counstable, or their Deput's, who shall have power so to doe by warrant from any one of the magistrates, and shall be com'itted to the prison at Boston, without bajle or majneprize, there to be safely kept till the next County Courte, where, vppon sufficjent testimony brought against the sajd delinquent, he shall be adjudged for his offense, after legall convictjon, to pay such a fine as the Court which shall have the cognizance of the crjme shall judge meete, not exceeding the som'e of fifty pounds, or shall be openly and seuerely whipt by the executioneer, whether counstable or any other appointed, not exceeding forty stroakes, vnlesse he shall pvblicly recant before his sentance, (w'ch if he doe,) he shall not pay above the fine of tenn pounds to the Treasurer, for the vse of the com'onwealth, or be whipt in case he pay not the fine; and itt is further ordered & enacted, that if the sajd offender, after his recantation, sentance, or execution, shall the second time publish, and obstinately and pertinaciously majntajne the sajd wicked opinion, he shall be banished or put to death as the Court shall judge."

THE JEWS IN MASSACHUSETTS — (1650-1750)

The Bible is full of laws relating to strangers. The Puritans adopted these laws also and enforced them with even greater vigor and severity. In those days many merchant ships from Europe and the American colonies came to Boston to trade at the beginning of the year. The merchants would remain four or five months, sell their goods, and depart without paying any taxes, since the taxes were collected every six months. The colonies passed a law stating that as soon as a ship arrived in port, customs officials should go on board, appraise the merchandise, and collect taxes immediately. The laws relating to strangers affected not only the Jews, but every foreigner, even those who came for a visit to their relatives. John Harvard, founder of Harvard College, was obliged to obtain a special permit to remain in Cambridge.

Each town was individually responsible for the welfare of its inhabitants, for their behavior, and for their morals. The possession of land granted by the town and the privilege of using the common land gave one the right to live in that town. If the town did not or could not provide the necessary portion of land, the individual could not become an inhabitant. Later the law was changed permitting the purchase of land — with the consent of the Selectmen of the town or "allotters" who were appointed for that purpose.

Still later, in 1750, strangers were permitted to remain if security were given. Each town in the New England colonies had its own rules concerning strangers. One town permitted a stranger ten days' stay, another three weeks, and still another three months. One town required security of £40. Another permitted only rich men or skilled laborers. A third, Woburn, demanded proof of a peaceful character. Without permission one could not rent or sell a house. In Dorchester relatives needed permission to remain even for a visit, and offenders of this law were fined thirteen shillings

HISTORICAL STUDY

and fourpence. In one town a pregnant woman who came to visit her parents was forced to return to her home in Beverly.

The punishment for failure to comply with the laws was harsh, yet they were continually broken. In 1657, a number of persons in Boston were fined ten shillings each for having entertained strangers. Two years later the "fathers" of the town warned inhabitants specifically against offending and even enacted special ordinances on these matters.

The towns were so jealous about their rights to deal with strangers that when in 1672, Massachusetts, Plymouth and Connecticut agreed on a confederation for mutual defense the 13th Article allowed each town to retain authority to regulate the entry of strangers into the community as follows:

"13. It is alsoe agreed for settling of vagabonds and wandering persons removeing from one Collonie to another to the dissatisfaction and burthen of the places where they come as dayly experience shewet vs; for the future is ordered, that wher any person or persons shalbe found in any Jurisdiction to have had theire abode for more than three monthes and not warned out by the autoritie of the place; and incase of the neglect of any person soe warned as above said to depart; if hee be not by the first oppertunitie that the season will permitt sent away from Constable to Constable; to the end that hee may be returned to the place of his former oboad; every such person shalbe accompted an inhabitant where they are soe found, and by them governed and provided for as theire condition may require and in all such cases the Charge of the Constables to be bourne by the Treasurer where the said Constables doe dwell."

THE JEWS IN MASSACHUSETTS — (1650-1750)

Although severe laws against strangers were in force in Massachusetts and Connecticut, it was quite different in Rhode Island. Expulsion from Rhode Island was solely on economic grounds and not for religious beliefs. Thus Rhode Island became a haven for strangers. Founded by Roger Williams, who was driven from Massachusetts because of his faith, Rhode Island from the beginning enacted laws making possible freedom of religious worship. In 1647 the following law was passed in Rhode Island:

"And otherwise than this what is herein forbidden all men may walk as their conscience persuades them, every one in the name of his God. And let the Saints of the most high walk in this colony without molestation in the name of the Eternal their God, forever and ever."

And in 1652 came the second law:

"Enacted: All men of whatever nation soever they may be, that shall be received inhabitants of the town, shall have the same privileges as Englishmen. Any law to the contrary notwithstanding."

In January, 1655, the famous letter of Roger Williams was written:

"There goes many a ship to sea with many hundreds souls on ship, whose weal and woe is common and is true picture of a common wealth as a human combination or society. It has fallen out sometimes, that both papists and Protestants, Jews and Turks may be embarked in one ship, upon which supposal I affirm, that Liberty of Conscience that ever I pleaded for turns upon these two hinges, that none of the papists, Protestants, Jews or Turks, be forced to come to the ships prayer or worship, or compelled from their own particular prayers or worship if they practice any.

"I further add that I never desired, that notwithstanding

HISTORICAL STUDY

this liberty, the commander of this ship ought to command the ships course yea, also command that justice, peace and sobriety be kept and practiced both among the seamen and all the passengers."

Jews were waiting in New Amsterdam for a reply to Stuyvesant's letter from Holland. Knowing of these conditions, in Rhode Island, fifteen families left New Amsterdam and came to Newport, which already had established commercial relations with New Amsterdam. This handful of Jews felt secure in Newport. They immediately organized their religious and social life in the home of Mordecai Campanall, where, as early as 1658, they had a *minyon* and held what they called "masonry" meetings.

During these early years, the New England Jewish communities did not grow — perhaps because of the effect of the Navigation Acts (enacted in England in 1651, 1660, and 1663), which prohibited strangers, non-citizens, from trading with its colonies. In 1677 the Jews in Newport purchased their own cemetery. However, they did not play a significant role in the life of Newport until the middle of the eighteenth century, when the Rivera, Lopez, and Hart families and other Jewish merchants settled in Newport.

There were Jews in the New England Colonies even before the Jews had arrived in Newport. It is only from scanty court records of the period that we catch glimpses of their social and economic life. It is reasonable to suppose that there were more Jews in the New England Colonies than these court records disclose. The fact that the Puritans as well as the Jews had Biblical names makes it almost impossible to ascertain Jews from non-Jews.

In New Hampshire and Vermont, Jews did not arrive in great numbers until the beginning of the nineteenth century, but they are mentioned much earlier. In New

THE JEWS IN MASSACHUSETTS — (1650-1750)

Hampshire as early as 1683, there were Jewish names — for example, the Aaron Moses family, which occupied a conspicuous place in the business life of the colony and whom the native state historians describe as “descendants of Jewish Christians”. The Moses family appears again in 1825, but they are not Jews.

In Connecticut there were only a few scattered Jews until the beginning of the eighteenth century. In 1650 in Hartford one “David the Jew”, a pedlar, was fined ten shillings because he traded in the houses when the parents were not at home.

A second, Joseph Lusena, was fined twenty pounds for what must have been a severe offense. The Court, however, deducted ten pounds because Lusena was a Jew and possibly because he had business connections with New York Jewish merchants who had good reputations. Another five pounds was deducted from the fine when Asher Levy, one of these merchants, appealed to the Court in his behalf. In handing down its decision, the Court stated that the reduction of the fine was a token of respect to Asher Levy, “the worthy”.

In February, 1661 Jews are mentioned in numbers in the Hartford town records, where it is stated that in the hands of John Allin there remained ten shillings which belonged to “the Jews”. They are mentioned again in September, when it is noted that the Jews living at John Marsh’s were granted permission to remain in the city for seven months.

In Boston the Jews arrived earlier than in Connecticut, but again, not as a group. The Jewish surname “Isaac” appears as early as 1643 in Cambridge. Isaac was a man of wealth and occupied a very prominent place in the community. Whenever the city distributed land, he was always in the list. He was made a freeman in 1636. Although he was nowhere listed as a Jew, the name raises the question of

HISTORICAL STUDY

Jewish descent. Possibly he had adopted the Christian religion before he came to America.

How did the Jews come to Boston? Possibly as sailors, captains, and shipowners. One example is Isaac Abrahams, who sold his ship to Robert Scott and John Cook in 1648. A Samuel Isaac, master and commander of the ship "George of Bristol", was sued in the courts of Boston by two of his workers, a sailor and a gunner, for non-payment of wages.

Among the first merchants in Boston were three brothers — Moses, Joseph, and Samuel Frazon. In 1702 they owned their own boat, the "Joseph and Rachel" (130 tons) and traded with the West Indies. They had a large warehouse in Charlestown, from which they sold a large variety of merchandise, ranging from iron and glass to flour and biscuits.

In January, 1703 Samuel Frazon was hailed before the court by Eliza Shrimpton of Boston for beating a "colored servant" in the home of Nicholas Roberts. Judge Sewall's diary records that "Samuel Frazon died at Mr. Major's on February, 1703, Saturday, and was carried in Simpson's coach to Briston and from thence by water to Newport." Actually the Boston newspaper, the *Boston News Letter*, three years later in 1706, reports that Samuel Frazon was lost in a storm at sea. Later still, the same paper reported that Samuel Frazon had fallen into the hands of Indians, who had released him when he paid a ransom of "18 pistols". The same report says that the Indians, however, refused to release his colored servant. This is possibly the same negro, Cypia, mentioned in a trial of Thomas Cooper against the Frazons, where it is shown that Frazon paid over forty two pounds for him in 1704. As the Boston papers would not carry news about someone unknown there, this must be the same Frazon who "died" on February 4, 1703.

THE JEWS IN MASSACHUSETTS — (1650-1750)

There was also Solomon Franko, who in 1649 brought suit against the agent of Immanuel Perada for non-payment of factorize or wages. He lost his suit, but was given six shillings a week for ten weeks until he boarded a ship for Holland, from which country he probably had originally come. . . . "Solomon ye Malato Jew" was punished in 1668 for riding through Essex in a wagon on Sunday. Most likely, he was a pedlar, using his own horse and wagon. . . . In 1674 Rowland Gideon of Boston brought suit against Gibbs for merchandise. From the records of the judgment it appears that Gideon was then a merchant in Boston. In 1677 Robert Levi was fined because he had attended a Quakers' meeting.

In 1680 Joseph Bueno was in Boston, and in order to remain there had to give security that he would not become a city charge. A man named Foster went his security on a forty pound bond. The receipt for the bonds was made out in two names, Foster and Taylor, but the bond was signed by Foster alone. The receipt was signed by Joseph Bueno, Jr. In connection with Foster's bond, it is worth noticing that this very Foster had given bonds also for George Nicholson Shall. Perhaps Foster was a professional bondsman for strangers in the city.

In 1694 two names, possibly Jewish, are mentioned, Samuel Abrahams and Abraham Samuels, the first a sailor on the warship "Dolphin". Abrahams, together with the other sailors of the "Dolphin", brought suit against Captain Glover of the warship "Dragon". Both ships had captured a French vessel and brought it as a prize into Salem. Because Captain Glover of the "Dragon" refused to share the award with the sailors of the "Dolphin", they had brought him before court. Abraham Samuels, 35 years old, was a witness in the case.

Besides those mentioned above, we find in Boston in 1695 Raphael Abandana and Samuel the Jew.

HISTORICAL STUDY

II

The early days of the eighteenth century marked the beginning of Jewish business in New England. At that time the great Jewish merchants who had connections not only with the other colonies in America but also with England and other British islands began to arrive. All these merchants, scattered over the different colonies, were isolated figures, and their influence was that of individuals rather than that of a group. An exception was Newport, Rhode Island, where a Jewish group had first settled as such in New England.

It is not to be wondered at that the Jewish merchants came to the New England states at the beginning of the eighteenth century. There economic life was more or less stable. In the first half of the eighteenth century the New England states were flourishing.

Boston was already the most important colonial port. Hundreds of ships were engaged in both colonial and foreign commerce. In one year — from December, 1729, to December, 1730 — 533 ships entered and 628 left Boston harbor. In the same year in New York Harbor only 211 ships entered and 222 sailed. Foreign travellers who passed through Boston marvelled at its 2000-foot wharfs and big storehouses. From Boston, meat, pork, lumber, fish, and oil were exported. Pitch, spices, logwood, sugar, and molasses were imported from the West Indies. In 1738 merchandise — mostly dry goods — valued at 100,000 pounds, was imported from England alone.

Excellent harbors and the proximity of fishing banks made ship-building, fishing, and shipping chief industries in New England. The growth of these sea industries was the basis of relations with the whole commercial world. In spite of severe laws against strangers, this profitable oppor-

THE JEWS IN MASSACHUSETTS — (1650-1750)

tunity attracted the Jewish merchants, who thus began to come to New England at the beginning of the eighteenth century. It is difficult to learn exactly how and when they came, but we do know that most of them came from New York, some from England, and others from the West Indies and more distant lands.

Boston always had had extensive commercial relations with New York. Jewish merchants carried on a considerable part of this trade. In Boston in 1706 Louis Gomez, the well-known New York merchant, sued John Adams, a shopkeeper, for a debt of 136 pound sterling. We can surmise that the money was owed for merchandise. Obviously, just as Louis Gomez engaged in business in Boston, other New York Jewish merchants also were trading with the New England colonies. They had to have representatives to take care of accounts, deliver goods, collect money, and return cargoes, for in those days New York was a long journey from Boston.

One resident representative of the New York merchants was Michael Asher. It is hard to say when Michael Asher came to Boston. At any rate, in 1711 we find that he was already buying goods in the West Indies from Rip Van Dam of Port Royal. A law suit of that date shows that he did not pay Rip Van Dam a claimed sum of money for West Indian merchandise. In 1716 he was put in jail for default in making payments and was forced to take a pauper's oath to be set free. In 1717, soon after he had been released, Asher appeared in court as the agent of Moses and Samuel Levy of New York to collect fifty pounds owed them for flour purchased by Humphrey Richards.

By this time Asher was not the only Jewish business man in Boston. Isaac Lopez and Abraham Gotatus, two merchants who had come from London on the ship "Restoration," appear to have been in business there. What

HISTORICAL STUDY

became of Gotatus is not known. Isaac Lopez became a respected merchant and carried on considerable business with London with bills of exchange drawn on Gabriel Lopez of London, who in many instances defaulted in payment of these bills, giving rise to lawsuits. It is probable that Isaac Lopez was the first Boston merchant who dealt in bills of exchange on London. That he was a highly respected person is evident from the fact that in 1721 he was chosen constable at a Boston town meeting. In 1722 he erected his own wooden house near a windmill on the land of John Stamford, and also built a snuff factory.

Isaac Lopez did business with another Jewish merchant, Isaac De Medina, then in Boston. Apparently Medina did not remain in Boston, because in 1723 he was in Connecticut, and in 1728 in New York.

In those days, as in these, trade was based on credit used to the fullest possible extent. As there were no banks of exchange, men were obliged to conduct their business on credit, even when engaged in foreign commerce. During that whole century the courts of every colony were largely occupied with trials of suits to collect debts, defaulted notes, and bills of exchange.

Lopez did not long remain in Boston after 1725. He returned to England, but was represented in Boston by three other merchant agents or "attorneys", among whom were Robert Vingham, mariner, and Samuel Hews, shop-keeper, Stephen Minot, Jr., and Stephen Minot, Esq., of Marblehead, and Simon Brasilla, a Boston merchant.

It is possible that Brasilla was the Jewish merchant Simon Barzelay, whom we encounter in Boston in 1728. The name Barzelay, spelled in several different ways, often appeared in court records. (In a promissory note he is Simon Barzelay. In the sheriff's order to collect money from Pitts, the name is also spelled Barzelay with one *l*. In

THE JEWS IN MASSACHUSETTS — (1650-1750)

the court records his second name is spelled *Barzillai*, with two *l*'s and one *i*. And in the court decision his name is spelled without the final *i*, so that it reads *Brasilla*.)

In 1729 Lopez had as agent and attorney Michael Asher, who accepted for him a deed of land in payment for a debt.

In 1728 Michael Asher acted as agent for the New York merchant Jacob Hays. At this period he also represented other Jewish merchants of New York and traded exclusively in New York merchandise. He advertised in the Boston newspapers of 1731 that he had for sale New York strong beer, New York flour, and chocolate. As an enterprising merchant, Michael Asher was the second Jewish manufacturer to build a snuff factory. He had two warehouses where tobacco was cut, packed, and sold. In 1728 Asher built a snuff factory in partnership with Isaac Solomon, another Boston Jewish merchant. The partnership was contracted for seven years. Isaac Solomon contributed 700 pounds in merchandise and money, a large sum for those days, proving him a rather wealthy man.

From the beginning there was friction in this partnership. Solomon appealed to the courts against Asher. Apparently, the disagreements between Solomon and Asher resulted from Asher's unwillingness, in spite of their agreement, to divide gains from other trading with Solomon. Asher, at this time, was advertising miscellaneous merchandise in the Boston papers in his own name. Yet, despite their difficulties, the snuff business flourished. The partnership also sold dry goods, muslin, turnovers, diapers, and other such various items as might be found in combination only in a modern department store. Their chief business was snuff, which they manufactured in a big factory built on the land which they had bought for 400 pounds from a shopkeeper named Bradford.

HISTORICAL STUDY

During this period Solomon had so prospered that he desired to marry one Elizabeth Todd. Unfortunately the marriage was opposed by the clergy. True love triumphed in the end, as it appears that he did marry her. In 1735 when he separated from Asher and sold him his share of the factory land, the deed mentions Solomon's wife, Elizabeth. Solomon seems to have been a pious and honest Jew. In a letter to the New York merchant, Mordecai Gomez, Solomon asked him to buy him a "Yom Kippur Tefilah" for the High Holidays. And in the same letter, Solomon made a solemn promise to return after the holiday a borrowed book, apparently a "Mahzor".

In those days a small community of Jews besides Asher, Solomon, and Simon Barzelai, existed in Boston. In 1729 Isaac Bar Juday is mentioned. In 1730 Joseph Ashur of Jersey came to Boston. In 1736 a Jacob Franks arrived, also Isaac Levy, Lucena, and Abraham Judah. Possibly Gamliel Wallace was a Jew. Apparently there was a *minyon* of Jews, without including transients like David Hays, who was at this time continually in and out of Boston. It is evident that they were expecting a larger permanent Jewish community, for Asher and Solomon in 1728 set aside a piece of land which they bought as a burial ground for the "Jewish nation". When Solomon sold his interest in this land to Asher, he provided that the land reserved for the cemetery could not be used for any other purpose.

The snuff factory thrived so well that, together with another partner, Moses de Mercato, they increased their purchases of snuff from the New York merchant Mordecai Gomez by 1500 pounds a year. However, this did not solve the relationship between Solomon and Asher. Their partnership contract was terminated, and Asher was apparently ambitious to control the entire business. According to the contract Asher was already in control for he had both the

THE JEWS IN MASSACHUSETTS — (1650-1750)

books and the money. In a letter to Gomez, Solomon complained about Asher and asked Gomez whether he had received the payments which they had long ago set aside for him. When Solomon wrote his letter, Gomez had not as yet received the money. Claims of dishonest business methods of Asher may have been a factor in their disputes.

When Solomon decided that partnership with Asher was no longer possible, he negotiated with Gomez for the purchase of tobacco on his own account. Concerning his business ability, Solomon wrote he thought that Asher would not be able to compete with him because "Solomon was an expert and could do the work with his eyes shut, While Simonds and Asher would have to hire more help". This partnership of Solomon and Asher finally terminated in court proceedings, which Asher won. The court entered an order which forbade Solomon to deal in tobacco.

Asher did not remain in business long. In 1736, the very year that he took over the factory, he sold the entire plant to one Delbois. In the agreement of sale to Delbois he included a clause protecting the land set aside for the cemetery, requiring "Delbois and his heirs and assignees forever caring and preserving the use of the burying ground as it is now fenced and the said lot unto the Jewish nation with free liberty a passage to and from the said burying ground." The same piece of land was again sold in 1762 by one Simonds to a man named Parkman for 40 pounds, but the "Jewish nation" burial ground was not mentioned. Our last encounter with Asher is in 1740, when he was living in the house of a Mr. Stodard.

Asher's business methods are set forth in the following letter by Mordecai Gomez to Gamaliel Wallace, whom he had authorized to collect money from Asher. The letter is even more interesting because it was written contemporaneously with Asher's sale of his factory to Delbois. Gomez writes:

HISTORICAL STUDY

"New York, 14 March 1736

Mr. Gamaliel Wallace

Sir:

The 14 last month I wrote you at large by the post chiefly on the affair of Mr. Asher to which I refer and do now send you the papers that relates thereto according to Memmorandum and Number of each here mentioned he will have little chance of what he Expects his Letters will make appear he made the agreement void by not making payment in due Time besides other things that are greatly against him to treat with me in particular before the Expiration of the company agreement as I have wrote at Large shall say no more at present. You have here inclosed Bill of Loading for 17 Fir-skins snuf of the lick sort as I have before sent to keep de Lucena imployed shall send some more next Trip you have the weight herein in particular as for returns for what you have in hand the best Barcelona Silk handkerffs would do best Mr. David Hays that was at your place last fall brought a parcel of the finest sort of Mr. Wendell at £6.7s. 6p. if you can buy at that price or somewhat more if none at present you may in a little time will be the best return, you should incourage me in this affair if in case you cannot get any the next month you be so good as to buy Silver Money as cheap as you can I would have sent you some Flour now but this Sloop was engag'd wholly to one man pray advize the price of pimento cocoa and provisions nothing more to add I remain

Your Humble Servant

Mordy Gomes"

What became of Asher is hard to tell. Possibly he left Boston and returned to his family in New York. But Isaac Solomon remained in Boston in a big house on Cold Lane;

THE JEWS IN MASSACHUSETTS — (1650-1750)

and, although he was not able to continue to deal in snuff, apparently he carried on a successful business in other lines. Solomon also traded with the West Indies. This is evidenced in a trial with a man named Hall about the ship "Seaflower". The ship had been captured by Spanish pirates, and Solomon wanted £500 insurance for the loss of goods, ammunition, and artillery aboard the ship. Solomon may have left Boston in later years, as he attempted to do business in Connecticut and New York. He must have returned, however, because he is listed in the Boston census of 1790 as a "Pomp Person".

The fragmentary entries extracted from public records indicate that there must have been many more Jewish merchants settled in Boston who left no such traces of their activities. In 1730 Isaac Levy of Boston had an order from Judah Israel, also of Boston, to send skins from Virginia to London. Apparently, Israel had been swindled by Garish Baril, a merchant in Virginia. Ten years later Isaac Levy sued Judah Israel because he had never received payment on this account. Levy sent a letter containing the court order to his brother Nathan in Philadelphia with a request that he collect the money from Israel, who was then supposed to be living in Philadelphia. But it appeared that Judah Israel had moved to Newport, and therefore Nathan Levy could not locate him. Israel was operating in Boston through his agent, Joseph Shenburn, whom Levy then brought into court. In 1738 Judah Israel sent money to Shenburn through a merchant, Abraham Judah, who conducted business in Boston.

In 1737 Solomon Isaacs induced the selectmen of Boston to free his ship "Sara" and allow it to enter the harbor. The ship had been detained because it was suspected of small-pox, and a committee was sent to investigate it. In 1754 a merchant named Emanuel Abrams engaged in an argu-

HISTORICAL STUDY

ment in the press with a non-Jewish merchant about the quality of their respective snuff in the Boston newspapers.

It is interesting to note that in 1750 the captain and master of the ship "Young Moses" sued in Salem Court a man named Cook, a privateer, for taking away his boat under pretext that it was French. In the complaint he stated that the ship belonged to a merchant from Curacao, Emanuel Lopez.

In 1763 Moses Alvares and Jacob Mindis arrived on the ship "Countess of But". In 1769 Moses Hart, a merchant, landed in Boston on the ship "Defians" from Halifax.

There were many other Jews in Boston at that time who were not merchants. But because the Puritans adopted Jewish names, it is often impossible to determine who is a Jew and who is not. There are "Moseses" who are Jews, and there are "Moseses" who are not. There are "Harts" who are Jews, and "Harts" who are not. There are "Brandons" who are Jews, and there are "Brandons" who are not. The same can be said of the "Miers" and the "Simpsons", "De Costas" or "Decosters", and others. Jewish historians often made many mistakes in this respect. We can, however, point out the following Jews and Jewish names: 1718 — Nathan Hayman left Boston on the ship "Thomas and Francis" for Antigua. 1720 — Ralph Abrams and William Abrams, both tailors, the first on Middle Street, the second on Hanover Street. 1721 — *The Philadelphia Mercury* mentions that Joe Benjamin came to Boston. 1722 — Joseph Benjamin arrived from Barbados, West Indies. 1722 — One Jacob Kistedt, a prominent Mason from South Carolina, visited Boston on his way to New York. 1729 — One Isaac Bar Judah was in Boston. 1730 — Joshua Ashur came in from Jersey. 1735 — Joseph Jacobs. 1736 — Jacob Franks. 1747 — Jacob Judah. 1752 — Judah Moses.

THE JEWS IN MASSACHUSETTS — (1650-1750)

1750 — Samuel de Lusena. 1765 — Abraham Miers Isaac in Swansea. 1764 — Solomon Marashe.

Expulsion from Boston is an interesting chapter in the general life of the colonies. Although people were expelled for every triviality, not many Jews were expelled.

In 1726 Samuel, the Jew from New York, and David Campanal of Rhode Island were warned out from Boston. David Campanal went to Ipswich, where he died six years later. Campanal is an old family name in Ipswich; even in 1711, for example, we encounter a David Campanal who married Marie Wilson. But it is doubtful whether the David Campanal who left Boston in 1726 had a family, because nearly all Jewish merchants of those days were unmarried. This can be explained only by the fact that they did not believe they would be able to stay in the colonies permanently. Those who thought they could stay were married, often to non-Jews. The Ipswich records show that in February, 1726, Sarah Campanall, a "single woman," was baptized. A month after, on January 24, 1726, David Campanal was expelled from Boston. It is recorded in Ipswich that David Campanal, "adult," was baptized on May 1, 1728. When Campanal was expelled, there is nothing to indicate that he had any one with him. He may have had relatives; but if Sarah Campanall was his wife, she would not have been designated as "single woman." Sarah and David Campanal were not Christians by birth, and we can deduce that David was single and that Sarah was his sister or a relative.

In 1756 Joshua Franks, together with his wife and child, who had been in Boston four weeks, was expelled. In 1760 Stephen Solomon, who had lived in Roxbury for ten days and came from Fort Cumberland, was expelled, as was Nathaniel Abrams. In 1762 Isaac Moses, "unmarried man," was expelled. He "came to Boston by land and stayed three

HISTORICAL STUDY

months". This is the man who later played such an important part in the life of the New York merchants and in the Revolutionary days. During the blockade of Boston by the English navy in 1775, Virginia sent a ship laden with wheat and corn to Boston. Since the captain of the ship could not reach his destination, it was taken to the island of St. Eustasia, and there the cargo was sold by a merchant Isaac Van Dam. (Possibly this is the same family that had sued Asher in 1711). The money was sent to Isaac Moses in New York, who in turn sent it to Boston.

An Abraham Solomon had lived in Marblehead. There on May 10, 1774, he married Elizabeth Love, and moved to Boston, but he was immediately warned out. Soon after he returned to Marblehead, where he afterwards enlisted in the Colonial army, and his name appears on the muster roll of Captain William Bacon, (2nd) company, Colonel John Glovers (21st) regiment. He enlisted on June 1, 1775 in Cambridge, where he received an advance payment. He signed the receipt for the money in Hebrew. How long he served is not possible to determine, but in 1777 he was arrested in Boston and jailed for buying guineas with paper money. Solomon said at the trial that he was employed by an important Christian Boston merchant. He was freed of the charge and became a respected merchant.

These were the Jews in Massachusetts during the first century. There were of course more, but because the Puritans made use of Biblical names it is difficult to ascertain the exact number.

* * *

THE JEWS IN MASSACHUSETTS — (1650-1750)

As a writer of fiction I was fascinated by the unbounded energy and devotion manifested by these first Jewish settlers, as well as by their participation in every phase of activity in the development of the new land.

Even though this study does not pretend to be exhaustive nor attempt to cover completely the History of the Jews in New England, yet it brings to light a great deal of source material hitherto unknown.

If these monographs will give to the general reader an understanding of the place of the Jews in American History and will serve the student as a source to further his studies, I shall feel rewarded.

* * *

The appended documents furnish invaluable source material for the historian of the United States in general and for the historian of the Jews in particular.

The appended bibliography is based solely on books, periodicals, newspapers and manuscripts which have been of use to me in my work.

DOCUMENTS

I

CAPITAL LAWS

1) If any man affter Legal Conviction Shall Have or Worship any other God but the Lord God, he Shall be put to death;

Exod: 22.20. Deut: 13.6.10. Deut: 17.2.6.

2) If any Man or Woman be a Witch that is, Hath or Consulteth with a familiar Spirit they Shall be put to death;

Exod 22.18. Levit. 20.27. Deut: 18.10.11.

3) If any Person within this jurisdiction, whether Christian or Pagan, shall wittingly and willingly presume to Blaspheme the holy name of God, Father, son, or Holy Ghost, with direct, expresse, presumptuous, or high-handed Blasphemy, either by wilfull or obstinate denying the true God, or his Creation, or Government of the World, or shall curse God in like manner, or reproach the holy Religion of God, as if it were but a politick devise; to keep ignorant men in ave; or Shall utter any other kind of Blasphemy of the like nature and degree, they shall be put to death;

Levit. 24, 15, 16.

HISTORICAL STUDY

4) If any person shall commit any wilfull Murther upon premediate malice, hatred or cruelty, not in mans necessary and just defence, nor by meer casualty against his will, he shall be put to death;

Exod. 21, 12, 13. Numb. 35.31.

5) If any person Slayeth another suddenly, in his Anger or cruelty of passion, he Shall be put to death.

Levit. 24, 17. Numb. 35, 20, 21.

6) If any person shall slay another through guile, either by Poysoning of other such Devilish practise, he Shall be put to death;

Exod. 21, 14.

7) If any Man or Woman shall Lye with any Beast or Bruit Creature, by Carnal Copulation, they shall surely be put to death, and the Beast shall be Slain and buried, and not eaten.

Levit. 20, 15, 16.

8) If any Man Lyeth with Mankinde, as he lyeth with a Woman, both of them have committed Abomination, they both shall be put to death, unless the one party were forced or be under fourteen years of age, in which case he shall be severely punished.

Levit. 20, 13.

9) If any Person Commit Adultery with a Married or Espoused Wife, the Adulterer and the Adulteress shall surely be put to death.

Levit. 20, 19 & 18.20. Deut. 22, 23, 27.

10) If any man Stealth a Man or Man-kinde, he Shall surely be put to death.

Exod. 21, 16

THE JEWS IN MASSACHUSETTS — (1650-1750)

11) If any Man rise by False-Witnesse wittingly, and of purpose to take away a mans Life, he shall be put to death.

Deut. 19, 16 & 18, 16.

12) If any Man Conspire and Attempt any Invasion, insurrection or publick Rebellion against our Common-wealth: or shall endeavour to surprize any Town or Towns, Fort or Forts therein; or shall Treacherously or perfidiously attempt the Alteration or Subversion of our frame of Polity or Government fundamentally, he shall be put to death.

Numbers 16; 2 Sam. 3; 2 Sam. 18; 2 Sam. 20

13) If any Childe or Children above sixteen years old, and of sufficient understanding, shall Curse or Smite their natural Father or Mother, he or they shall be put to death, unless it can be sufficiently testified, that the Parents have been very unchristianly negligent in the education of the Children, or so provoked them by extreme and Cruel Correction, that they have been forced thereunto to preserve themselves from Death or Maiming.

Exod: 21, 17. Levit. 20, 9. Exod. 21, 15.

14) If a Man have a Stubborn or Rebellious Son of sufficient years of understanding (*viz*) sixteen years of age, which will not obey the voice of his Father, or the voice of his Mother, and that when they had chastened him, will not hearken unto them, then shall his Father and Mother, being his natural Parents lay hold on him, and bring him to the Magistrates assembled in Court, and testifie unto them, that their Son is stubborn and rebellious, and will not obey their voice and chastisement, but lives in sundry and notorious Crimes: such a Son Shall be put to death.

Deut. 22, 30, 21.

HISTORICAL STUDY

II

Febr. 4th 1702
Ship.
Joseph & Rachel.

Juras. Samuel Frazon of Boston in the Province of the Massachusetts Bay in New England Merchant, & That the Ship Joseph & Rachel of the port of Boston afores'd Whereof Robert Delbridge is at present Master being a Square Stern'd Vessell of burtheen of about one hundred and fifty Tons was built at Salem in the Province above's anno 1700. And that Joseph Frazon of Boston afores'd, Merchant together with him the said Samuel Frazon are at present Owners thereof. And that no foreigner derectly or inderectly hath any Share ore part or interest therein.

Sworn before his Exec'y. Joseph Dudley Esq. Sar'ed

Jahleet Brenton Esq. Coll.

III

Boston News Letter (Sept. 10-17, 1705)

Barbados Aug. 8. Mr. Samuel Frazon coming the 10 of June last from on Board Capt. Trotter in the Pinnacle of his own Ship, with 2 Seamen, one Abraham Parker of New York near Piscataqua, the other a Jersey man and his own Negro, the Boat and men were never seen since, the Wind blowing fresh, this feared they are drowned.

II) Boston State Archives

THE JEWS IN MASSACHUSETTS — (1650-1750)

IV

Boston News Letter (March 4-11, 1706)

Barbados November 22d. Six days ago arrived here from Nevis Mr. Samuel Frazon Merchant, Whom I formerly wrote you was feared to be Lost in coming from on board a Man of War, a Storm rising drove them to the Sea, where they lay driving 6 days, without any manner of Subsistance either Bread or Water; at last were drove on Shore at St. Vincent, where the Indins stripe him naked as soon as he Landed: his two Sailours dyed in a little time after, but his Negro Surviv'd the Calamity; Mr. Frazon continued in that condition 3 monts, at last the Indians carryed him over to Martinico, where he paid to the value of 17 or 18 Pistoles for his Ransom, but they would not let him redeem his Negro, but keeps him Still; from Martinico he came to Nevis. At the same time another Boat with two Negros drove off the, and Landed the same day at St. Vincent.

V

Shipped by the Grace of God, in good Order and well conditioned by Jacob Hays in and upon the schooner called, the Marey whereof is Master for this present Voyage Louis Larcher now riding at Anchor in the Harbour of New York and bound Saelam or marwelhatt To say, five hundred and twintey five bushels of indien Corn for acc't and Resque of the shipper and goes consigned to Mr. timentey daley and louis larcher in Comp. Being mark't and numbred as in the Margent, and are to be delivered in the like good order and well Conditioned at the aforesaid Port of Saelam or marwelhatt (the Danger of the Seas only excepted)

HISTORICAL STUDY

unto Mr. daley and louis larcher in comp'e or to have Assigns, he or they paying Freight for the said, bushel nine pance with Primage and Average accustomed. In Witness whereof the Master or Purser of the said schooner hath affirmed to two bills of Lading, all of his Tenor and Date; The one of which 2 Bills being accomplished, the other one to stand void. Dated in New York January 25 1727/8

Louis Larcher

VI

Memorandum that on the Eighth Day of April Anno Domini One thousand seven hundred and twenty Eight personally appeared before me Robert Lurting Esq. Mayor of the City of New York Jacob Hayes of the said City Mercht. and made oath upon the Old Testament after the manner of the Jews that the within Bill of Lading is really and bona fide an Original Bill of Lading Signed by the proper hand writing of the within named Louis Larcher for the five hundred and twenty five Bushels of Indian Corn therein mentioned, and that he shipped the same on board the Schooner Mary within mentioned & I having Examined the said Bill of Lading & finding no material Resones or Interleneations therein do allow the same may be recorded.

Robert Lurting

VII

New York April 8, 1728

Chr. Michel Asher

Sir.

I Rec'd yours which I humbly thank you for the care you do take for me in this busnes and according your letter

THE JEWS IN MASSACHUSETTS — (1650-1750)

I send you here inclosed a power of attorney and the Ridgenell bill of loading which I hope you will do your best for my interest in this porpos. M'r Shermerhoren thinks to saell from here this necxt Whensday no more to add.

Sir I am your humbly Serv.
Jacob Hays

This is the true copey of the letter which I Gave to them m'r timothy daley & louis larcher.

New York January 25 1727/8. Gends I send by you 525 bushels indien Corn as p'r bill of loading not to sell indien Corn before your ariwell to Sealem or marblehatt you heare of better prise Elsewhere you me sell it for my best atwentige and to bring my Retorrens in troue oil no more the Cask must be full bundid and iff you can Git no troue oile at Saelem or marblehatt you me bring molases if you know this sheeper there then boston and if there is not molas you me bring good pistols at 50 Shillings New England Money iff not bring it in good paper bills no more desair not to trost one bushels of indien Corn and the molases must be thick and of a good Coller no more to add from your

Jacob Hays

VIII

To Mr. James Lendell merchant in Boston Attorney for Rip Vandam, Barent Rynders, Thomas Tarpey, Philip Schuyler & other Exec't of Sam'll Staats dece'd all of the city of New York, merchants

Whereas Michael Asher was lately imprisoned at the suit of the above named Rip Vandam Barent Rynders Thomas

HISTORICAL STUDY

Tarpey & Philip Schuyler and others, Exec'rs. afoersaid and execution having been served on him since his imprisonment by your order, and at the suit of the favorable person aforesaid for the sum' of two hundred ninety five pounds and finding himself incapable to satisfy the said execution or any part thereof, even under ten pounds, and being reduced to poverty lately made a petition to me the subscriber, one of his Majestees justices of the peace and therein prayed that he might have the benefit of the Act Instituted an Act for the relief and release of poor prisoners for debt by taking of the oath as the Law directs Now these are in his Majestyes Name to appoint you the said Jame Lendell attorney as aforesaid as well as the said Michael Asher the prisoner to appear at the next General Session of the peace to be holden at Boston aforesaid on the first Tuesday of January next then and there to show cause (if any you have) why the said Michael Asher should not be discharged from prison according to the Law in that case made and provided, he having appeared before me and taken the afore mentioned Oath, Given under my hand and seale at Boston aforesaid the 14 day of December Anno Dom 1716.

Sam Chickley

IX

"This Indenture and Agreement made and concluded the First day of March Anno Dom. One Thousand Seven Hundred and Twenty Eight Annoq & RRs Georgij Secundi Magno Secundo Between Michael Asher of Boston in the County of Suffolk and Province of the Massachusetts

THE JEWS IN MASSACHUSETTS — (1650-1750)

Bay in New England Merchant On the One part and Isaac Solomon of Boston aforesaid Merchant of the other part. Witnesseth that the Said Michael Asher and Isaac Solomon for the good liking Special Trust and Confidence that Each of them hath and Reposeth in the other And for the better Advancement of their Estates have Covenanted Concluded and agreed to be Joynt dealers and Copartners And by these presents do Covenant grant and agree to and with Each other to be Copartners together in Trading Consignments and Merchandize for the full time and term of Seven years from the day of the date hereof and from thence next Ensuing fully to be Compleat and Ended. And it is agreed by the Said partys That all Consignments or Commissions Shall be for the Equal benefit of both partys And the Said Isaac Solomon doth agree and promife That all his Wares Merchandize Cash and Outstanding Debts valued at Seven Hundred and fifty pounds this Currency Which sum with the profits and increase thereby arising is and shall be continued in the Joynt Stock Except his the Said Solomon's Annual Expenses to be deducted or Taken out from time to time during this present partnership and the Wares and Merchandize to be converted and Turned into money as soon as possible And further that the Stock Incorporated as aforesaid Shall by the Joynt consent of the Said partys be Employed in Such Wares Merchandize and Trade as by the Said Copartners Shall be judged most prprofitable and the Said Partys Shall and will Exert themselves to the utmost of their Endeavors Skill and ability for the promoting the best benefit and Advantage of this present partnership. And it is agreed by the Said partys to these presents That the Said Michael Asher Shall keep the Cash and Accompt those for, And keep all Such Book or Books as are necessary for carrying on the Said Business and Copartnership and Adjust and Settle Accompts once a year at least The Books

HISTORICAL STUDY

always to ly open for the View, Examination and Inspection of both partys as either of them shall desire the Same And All ware house Rent paper Books and other necessary Charges relating to this present Partnership Shall be born paid and discharged out of the Stock gains profits and incomes thereof Each party paying their own prrivate Expenses.

And it is also agreed That all the Effects Merchandize Cash Wares and goods put into the Said Joynt Stock from time to time during this present partnership by the Said Michael Asher Excepting as before Excepted and Expressed The Stock always to be accountable to him for the Principal and profits thereby arising in proportion to the whole profits and gains That shall or may accrue in the Said Joynt Trade & business And further it is agreed and concluded Between the Said partys That in case of the Death of Either of them the Survivor Shall make up and Settle Accompts and Accompt with the heirs exec'trs Or Adminis'or of the party so deceased And it is agreed that all Losses Sustained by bad debts or otherwise Shall be born Equally by the Said partys part and part alike. And finally It is agreed That all the neat profits arising by and from this Copartnership and Joynt Trade Shall be Equally divided at the Expiration of the Said Term of Seven Years There being first paid unto the Said Isaac Solomon his Executors adminis'rs, or assignes The full Sum of One Thousand pounds in proportion of Cash Currant at the time Commencing this Copartnership And Wares and Merchandize then in being for the Said Seven hundred fifty-pounds before Advanced and put into the Said Stocks And all the Remainder being the Gains profits and out Standing Debts Arisen by the Said Joynt Trade to be divided in Equal halves or share, part and part alike To the true and faithful Observance and performance of all and Singular the Covenants agreements and payments

THE JEWS IN MASSACHUSETTS — (1650-1750)

herein before mentioned the partys to these presents Do bind and oblige themselves, their heirs Executors; Admins'rs and Assignes in the Sum and penalty of Fifteen hundred pounds current money of New England firmly by these presents In Witness whereof the partys to these presents Indenture have hereunto Interchangably set their hands and Seals the day and year first within written.

Michael Asher

Signed Sealed & Delivered
in the presence of us

Chep. Deming

Richard Gregory"

X

Bradford to Asher &c

To all People to whom these presents shall Come Greetings Know Ye that I Joseph Bradford, Shopkeeper of Boston in the County of Suffolk in the Province of the Massachusetts Bay in New England & Ruth my Wife for & in consideration of the Sum of One Hundred & forty Pounds Current lawfull money of New England to us in hand before the Ensealing hereof well & truly paid by Michael Asher Merchant & Isaac Solomon Tobacconist both of Boston in the County of Suffolk afores'd, the receipt whereof, We do hereby acknowledge & ourselves therewith fully Satisfied & Contented & thereof & of every part & parcel thereof do Exonerate Acquit & discharge the said Michael Asher & Isaac Solomon their heirs Esc'cors & Adm'ors forever by these presents Have given granted bargained Sold Aliened Conveyed and Confirmed & by these presents do freely fully & absolutely Give grant bargain Sell Aliene Convey

HISTORICAL STUDY

& Confirm unto them the S'd Michael Asher & Isaac Solomon their heirs & assigns forever a Certain Tract of Land situate at the Westerly part of Boston lying Westerly on Chamber Street there measuring Thirty five feet in breadth Northerly on an Alley or passage way of five feet in breadth leading from Chambers Street afors'd to Lynde Street there measuring Seventy feet more or less Easterly on the Land of the Rev'd M'r Nath'l Eells & there measuring Thirty five feet in Breadth & Southerly on the Land of Hugh Hall Esq'r & there measuring Seventy feet more or less. To have and to hold the said granted & bargained prem'es with all the appur'ies Priviledges and Commodities to the same belonging or in any wise appertaining to them the S'd Michael Asher & Isaac Solomon their heirs & assigns forever, to their only proper Use benefit & behoof forever, And We the said Joseph & Ruth for us our heirs Excc'ors & Adme'rs do covenant promise & grant to & with the S'd Michael Asher & Isaac Solomon their heirs & assigns that at & before the Ensealing hereof we are the true sale & lawful Owners of the above — bargained prem'es & are lawfully Seized and possessed of the Same in our own proper right as a good perfect & absolute Estate of Inheritance in fee Simple & have in ourselves good right full power & lawful Authority to grant bargain sell Convey & Confirm S'd bargained prem'es in manner as above S'd And that the said Michael Asher & Isaac Solomon their heirs & assigns shall & may from time to time and at all times forever hereafter by force & Virtue of these presents Lawfully peaceably & quietly have hold Use occupie Posses & Enjoy the said demised & bargained prem'es with the appurt'es free & clear & freely & clearly Acquitted Exconerated & discharged from all & all manner of former or other Gifts grants bargains Sales Leases Mortgages Wills Entails Joyntures Dowers Judgements Executions of Incumbrances

THE JEWS IN MASSACHUSETTS — (1650-1750)

of what Name or Nature forever that might in any measure or degree obstruct or make void this present Deed furthermore I the S'd Joseph Bradford & Ruth my wife for ourselves Our heirs Exc'ors & adm'ors do Covenant & Engage the above demised prem'es to them the said Michael Asher & Isaac Solomon their heirs & assigns against the lawful claims or demands of any person or persons whatsoever forever to Warrant Secure & Defend by these presents. In Witness whereof I the S'd Joseph Bradford & Ruth my wife have hereunto set our hands & seals the Twenty second day of February anno Dom. one Thousand Seven Hundred and thirty three & in the seventh year of His Majestys Reign Joseph Bradford & a Seal Ruth Bradford & a Seal Signed Sealed & Delivered in presence of Zach. Fitch Nath'l Hasey. Suffolk c. Boston February 28, 1733. Joseph Bradford & Ruth Bradford appearing acknowledged the before going Instrum't to be their Act & Deed Before Habijah Savage Just pacis. March 1: 1733. Received and accordingly Entered & Examined.

XI

Wheras Michael Asher of Boston in New Eng'd merch't for himself Isaac Solomon & Moses De Mercato have covenanted bargaind and agreed with me the Subscriber to take and receive from me at Boston afores'd Fifteen Hundred w't of merchantable Cutterd Snuf at two Shillings p'r pound curr't money of New England for and during the term of one year, to commence at and from the *Second of December* Next insuing the date hereof now with regard there to I agree and oblige my self to supply them with that quantity and to compleate the same have now in part Ship'd by ye

HISTORICAL STUDY

Sloop defianse Wm. Griffith Mast'r Seven Hundred and Twenty five pounds and order'd Sam'll Brown to deliv'r them one Hundred and Thirteen pounds of snuf at Boston afores'd and to compleate the whole quantity at any time after the month of march next & in the Intrim I oblige my Self my Heirs Execut'rs not to ship or Cause to be shipd any parcel or parcells of Snuf directly or Indirectly to Boston afores'd for sale during these Term of one Years as afores'd unless we do not renew our contract before the Expiration of the Year Each party to be at their own Liberty In Witness here of I have hereunto set my Hand in New York the forth of Sept. 1733

Mordy Gomez

XII

New York August 8, 1734

Mess'rs Michael Asher
& Isaac Solomon

Gent. I rec'd yours of the 22 Ultimo You still insist as in your former to take only fifteen hundred weight of Snuff from me at two Shilling your currency p'r pound you think my propos'll too hard I am of a contrary opinion for reasons already intimated however as I am not willing to be tought unreasonable I now agree to let you have it for one year longer and please God the next mont if — Oppertunity shall remit you one half of s'd quantity and the other some time in the Spring payments to be made as our first agreement I remain

Your Humble Serv't

Mordy Gomez

THE JEWS IN MASSACHUSETTS — (1650-1750)

XIII

Boston July 28th 1735

Mr Mord'a Gomez

Sir —

I embrace this to acknowledge yours of the 11th cur't with yo'r son Mr. Moses favour Subjoynd I am pleasd to Observe that he is safe Returnd, & Congratulate you all upon the pleasing Occasion and desire he will Excuse my Ommission to him at this Time.

I must assure you it was undesignd and with great Reluctancy on my part that we were necessated to prolong the Time of pay agreed upon our mans absention ever since the 12th of May has been a great Hinderence and for that Reason must Crave your Patience one fortnight Longer and then you may depend upon it without fail p'r post we could remit part but I am inclining to make but one payment of it w'ch I hope will not be disagreeable and be pleased to believe and depend on our future amends as far as in our power for former Reasons we are still inducd to continue the first plan and agreement with you for Quantity and quality of Snuf for another year and if it is to your Acceptation upon advice Solomon & my Self will sign to the Agreement & transmit it to Cancel my own please to signify yo'r pleasure upon that head for our Governm't.

Mr. Longlassere Assured me when your Son was here (apprehending he would prosecute him that it was not in his power to pay you but whenever it was he would do it with pleasure I cannot as yet come to the Knowledge of Tho's Huske w'n do shall regard yo'r interest remaining at all times at y'r comm'd

Sir

Y'r Humble Serv't
Michael Asher

HISTORICAL STUDY

XIV

Mr Mordecai Gomez
Sr

I hope you'l Excuse one of my desires in this — that is that you'l please to send me word whether Mr Asher has made returns p'r Griffith for what is due to you — because I cannot learn by him whether he has or no: He has had the money in his order there for a considerable Time — Mr Asher and I now differs very much & believe shall part soon if ever I cannot give you the particular Reasons why but would give a good deal to have an hours talk with you for it is not proper to write everything openly Therefore desire if you please not to make any Contract with him without in both our Names Should take it as a great feavour to send me for my money if it is to be bought there a יום כפור תפילה because I cannot be with him with a good heart and a safe Conscience at such a Holy Time I do not care to write to any person else concerning it except to

Sr

Your much oblig'd
& Very Humble Serv't

Isaac Solomon

Boston July 29, 1735

P.S. Pray let me receive by them that will deliver it to myself.

THE JEWS IN MASSACHUSETTS — (1650-1750)

XV

Mr. Mordy Gomez

Sir

I rec'd your favour of the 13th Instant. I am very much oblig'd to you for your kindness in sending the book its coming in good Time and shall take care to return it with thanks after the Hallowdays are over like wise for yo'r Cares in not excluding me in that agreement with Mr. Asher. I must inform at present that its impossible for us to agree any Longer we having now entered into Arbitration Bonds and the Arbitration Bonds being upon conditions that we must unavoidable part before this month Ends. I am afraid shall meet with a great deal of difficulty before it is ended I do assure you I have been unjustly delth by its not fit to write every particular my writing is just to Inform you how our affairs Stand. As to agree with you for the Snuff on my own acc't I am very willing to allow you the price you mention by Reason of the difference of the Money if you think it is to yo'r Advantage & Mine: not but we have all by us what we had last year. We cannot vent such quantity as perhaps you may imagine as for selling by whole I do assure you we cannot sell 300 p'r year only what I sell by retail w'ch I take a great deal of Trouble for being oblig'd to run up and down the Town to sell what we do: The case is realy thus: — When we parted I am senseable Mr. Asher will be oblig'd to hire Men to do as I have done But I have no Occassion to do so for I can do as I have already done, and am Senseable I have the Custom and Can sell six pounds to his one so that without he undersells shall have the advantage of him and if he does must be oblig'd

HISTORICAL STUDY

to do the same as for the Snuff Mill I cannot tell whose lot it will fall too; perhaps he may imagine if he gets it he can afford it Cheaper than I and so undersell Especially if I should have my Snuff of you at that price. Nevertheless I have had my art many years ago in making Snuff and can make bold to say I can Shut my Eyes and make better than either Asher Simonds or any before them here tho never revealed or bragd of it as yet, if Mr. Asher should happen to get the Mill and I could not shift without one and not agree with you I have those Freinds here that would get one cost what it will and are willing assist me Nevertheless if the Mill fall to my Lot and we agree I'll give you a Bondsman for a thousand pound forfeiture if I ever make any but will oblige my Self to take all of you at the price proposed for as long Time as we shall agree I would have you weigh these Matters well to your adv'a as well as Mine and send me word p'r post or first what you think of it because if we agree s'll: I should be glad to let you know of what quality I would have the Snuff in as for the payment If you desire I'll give you Sufficient Bondsmen for your money when its due you may hear some flying Stories concerning Mr. Asher & I but must say one Story is good till another is heard

I remain

Sr. Your Very Humble Serv't

Isaac Solomon

Boston September 8, 1735

THE JEWS IN MASSACHUSETTS — (1650-1750)

XVI

Mr. Mordy Gomez

Sr.

I hope you rec'd mine p'r post about the 7th Instant. I have not much to inform only Oportertunity permits I sell. — you know the diff'r That have had with Mr. Asher I was in hopes it would all have been put an end to before now: but our Arbitrators yesterday met and renewd our bonds for one month Longer I schould be glad to hear from you p'r first w't your answ'r to my last is that I may the better know what I have to depend upon. — If you think it will not answer what I wrote & y'r Time schould come that I should have occassion for some I must be oblig'd to get of Mr. Chickley till I am provided because I will not loose My Custom as for engaging for a certain Quantity I cannot but will engage to sell none but yours if we come to a Right understanding together as for y'r payment shall do as when in Company with Mr. Asher If you doubt anything of my pay and you have a mind to send any if you please you may consign to Capt. Henry Dearing esq'r on my acc't you may inform your Self of him in New York I remain Sr. Your very Humble Serv't

Isaac Solomon

September 19th 1735

P.S. I wish you and your Family all a Happy New Year.
Sr. I desigh to send your book p'r Griffith Next tripp.

I. S.

HISTORICAL STUDY

XVII

New York 16 October 1735

Mr. Gamaliel Walis
Sr.

I have Sometime past hinted Something to you concerning Snuff it is now my time to open the affair to you.

I have for this Last Two years Supplyd M^{rs} Mich Asher and Isaac Solomons with fifteen hundred Weight each year and was near upon agreeing further if in Case they had not parted compa which I understand by them Boath was doing off. and each in particular would have me In-gage to Suply them more Especially Solomons whose offers Two Shillings & Six pence for as much as he can Wend. as he was not resolved upon a cartain Quantity. I Gave him no further answer on that head. I believe the reson was. I demanded security to be paid in Six munths for the parcell above mentioned to be delivered one half every six munts by his last dated the 19 last munt. Begs I would send it & consigne on his acc^t to Capt. Henry Daring but as I am resolved to comit to you thes Business is the reason I am so particular at this time. I use formerly to send to Mr. Edw^d Fothill and have had of Late a letter from him suporting if I would send him a quantity he could deractly sel it for three Schillings p^r lb by the quantity. Soe that as I am not engaged to any body as I was before I have shipt on my acc^t consigned to you Two half Barrels & 11 furkins of the same Snuff that is Very much approved offr at your place for cuting and Smell Goes per this Sloop Good Intent Wm. Griffiths who weight goes here in Particular Being 748 lb to Neet as soon as it arrives. and you have re-

THE JEWS IN MASSACHUSETTS — (1650-1750)

cv'd and not before. Desire you first to make an offer of it to Mr. Mich. Asher if in case he will give Two schillings & Six pence per pound in cash or Goods at sundry price you may Sel it to him, if he could not pay for it Directly you may give him Cred't for six munts with Taking his obligations for the payment to be paid to you on My acc't as I have a value for his ass'n. Willing to give him the first offer if Prefers.

I hope he will be soe much of Gen'tl as to say nothing in such case you be pleased to doe the same to Mr. Isaac Solomons in the leik Maner if in case he does not pay down give him the same cred't if he gives you his obligations with security. After All if in case Neither of them comply. you may dispose Either by the Small or Large quantity if the former not under tree shillings if the later and the whole quantity at two shilling Six pences for cash or Cred't if good people or for any sort of goods at money priced English or your country make, if you do anything of consequence advoyce me by the Post for my Government I have paid here the freight

I remain

Your hum'le Serv't

Mordy Gomez

If you sell for cash or goods please to remit it by the vessel or first post, it is not only those people I mention that seek snuff but in gene'll they use to mix there trash with mine to petit off I believe Mr. Chickley desir'd Mr. Foothill to send for it as I have been informed since and if in case you cannot dispose of it am resolve to send a man to close it by Retail up and Down the streets to Receive from you and deliv'r you the money

HISTORICAL STUDY

XVIII

Boston October 27th 1735

Mr. Mordecay Gomez

Sr

My last signified the uncertainty who should have the Bussiness, Solomon or I and for that Reason could make no reply to yours of the 27th of Aug't last which Intimated that you was disposd to continue the supply of fifteen hundred weight of Snuf p'r anno provided we would Be joyntly obligd to pay you at New York two Shillings & Sixpence p'r pound, I am now to acquaint you that the Bussiness is like to fall to my share and Is. Solomon restrained from persuing it in this Government and therefore I add provided you think proper to continue to supply me w'th the afors'd q'ty at Two Shillgs and three pence Our Currency to be d'd here in such parcels as you shall see good and I to make payment to you at New York at the Respective Times as by our Original Agreement and under y'r like Restrictions as then concerted by us I will on your ans'r Transmit my Obligation for that end to be Exchanged for yours to me I Can't afford to give a Larger price this year being the Remainder of the Companys Stock is a large q'ty w'ch I am obligd to take at the full worth in order to part having given him the offer either to take or Sell at that price therefore what I propose to you is purely to make Matters Easie betwixt you and me and in order to Enjoy the Bussiness with a mutual Satisfaction betwixt us you not being unsenceable that I have always sought and been ready to serve your Interest in this Affair and for that reason

THE JEWS IN MASSACHUSETTS — (1650-1750)

hope you'll not injure me which please to consider and believe I shall always be ready to serve your interest in this or any other affair and remain

S'r
Yo'r humble Serv't

Michl Asher

My thanks and service to your Son Mr. Moses I am sorry my engagements have not permitted as yet to answer his favor and hope he will excuse it.

XIX

Solomon to Asher

To all People unto whom those Presents shall come, Isaac Solomon of Boston in the County of Suffolk and Province of the Massachusetts Bay in New England Tobacconist and Elizabeth his wife Lend Greeting Know Ye, That We the said Isaac and Elizabeth Solomon For and in consideration of the sum of Seventy Pounds in Money to me in hand at and before the Ensealing and Delivery here of well and Truly paid by Michael Asher of Boston aforesaid Merchant, the receipt where of We hereby Acknowledge, and thereof do acquit and discharge the said Michael Asher his Heirs Execut'rs and Administ'rs and Every of them forever by these Presents, and for divers other good Causes and Considerations Us there unto Moving have Remised Released and for ever quit claimed and by these Presents Do Remise Release and altogether of and from Us and Our Heirs forever Quit

HISTORICAL STUDY

Claim unto the said Michael Asher in his full and peaceable Possession and Seizirs now being and to his Heirs and assigns forever. All our and Each of our Right Estate Title Interest Inheritance Use Possession Reversion Claim and Demand Whatsoever, Which We or Either of Us ever had now have or by any way or means Whatsoever hereafter may have and which We or our heirs here after may or might have of and in a Certain Tract of Land Situated at the Westerly part of Boston lying Westerly on Chambers Street there Measuring Thirty five feet in breadth, Northerly on an Alley or passage way of Five foot in breadth leading from Chambers Street aforesaid to Lynde Street there measuring Seventy feet more or less. Easterly on the land of the Reverend Mr. Nathaniel Eells and there measuring Thirty five feet in breadth and Southerly on the land of Hugh Hall Esq. and there Measuring Seventy feet more or less and all Rights Members, Privileges and appurtenances Whatsoever to the said Granted Lands belonging or in any wise appertaining and also of and in the Reversion and Reversions Remaindor and Remaindors thereof, Saving and Reserving the Use of the Burying Ground as it is now Fenced in to the Jewish Nation with free liberty of Passing to and from the said Ground which Burying Ground was appropriated by the said Solomon and Asher for that Use and purpose, the Fence to be maintained by them Equally, To Have and to Hold the aforesaid Land and Premisses and every part and parcel thereof with their and every of their Appurtenances unto the said Michael Asher his Heirs and Assigns forever (saving as aforesaid) So that Neither We the said Isaac and Elizabeth Solomon nor Our heirs nor any Other Person or Persons Whatsoever for us or them or in our or their Name or Names Right Title or Stead Shall or may by any Ways and Means hereafter have claim challenge or demand any Estate or Interest of in and to the said Premisses or any

THE JEWS IN MASSACHUSETTS — (1650-1750)

part thereof But from all Action Right Estate Title Inherit and Demand of in and to the aforesaid Premises — and every of them shall and will be Utterly Excluded and forever debarred by those presents (saving only as aforesaid) And We the said Isaac Solomon and Elizabeth Solomon and Our heirs the aforesaid Land and Premises and every part and parcel thereof with their and every of their Appurtenances unto the said Michael Asher and his Heirs to his and their own proper Use and Uses Against us and our Heirs and Against all and every Other Person and Persons lawfully Claiming by from or under Us the said Isaac and Elizabeth Solomon shall and will Warrant and forever Defend by these Presents, Saving and Reserving only as afore reserved. In Witness Whereof We have hereunto Set Our hands and Seals the Seventh Day of November Anno Domini One Thousand Seven Hundred and Thirty five Annoq RRs Georgij Socundi Magna Britannia Nono. Isaac Solomon and a seal, Elizabeth Solomon and a seal, Signed Sealed & Delivered in the Presence of us. Mem'o The Saving or Reservation made as within was Enterd before the signing hereof. William Crockford William Story. Suffolk c Boston Dec. 24, 1735. Mr. Isaac Solomon and Elizabeth his wife Personally appeared and acknowledged the afore written Instrument to be their free act and Deed. Before Me. Habijah Savage. J. Pacis Jan. 20, 1735 Receiv'd and accordingly Entred and Examined Samuel Gerrish Reg'r

XX

Asher to Deblois

This Indenture made this fourteenth Day of December Anno Domini One Thousand Seven Hundred and Thirty Six and in the Tenth Year of the Reign of our Sovereign

XX) Suffolk Registry of Deeds

HISTORICAL STUDY

Lord George the Second King of Great Britain &c. Between Michael Asher of Boston in the County of Suffolk in the Province of the Massachusetts Bay in New England Merchant on the one part. And Stephen Deblois of Boston in the Province aforesaid Gentleman of the other Part, Witnesseth that I the said Michael Asher for divers good causes and Considerations me thereunto moving, Have Given Granted Bargained Sold Aliened Conveyed and Confirmed, and by these Presents Do freely fully and Absolutely Give Grant Bargain Sell Aliene Convey and Confirm to the said Stephen Deblois his Heirs and Assigns forever. The materials for — manufacturing of Tobacco and Snuff as also the Quantity of Snuff Contained in the Inventory annexed Joyntly with a Certain Tract of Land likewise mentioned in the said Inventory Situate Lying and being in the Westerly Part of Boston aforesaid on Chamber Street there measuring Thirty five feet in Breadth Northerly on an Alley or Passage Way of Five feet in Breadth Leading from Chamber Street aforesaid to Lynde Street there measuring Seventy feet more or Less Easterly on the Land of the Reverend Mr. Nathaniel Eells and there measuring Thirty five feet in Breadth and Southerly on the Land of Hugh Hall Esq'r and there measuring Seventy feet more or Less. To Have and to Hold the said granted and bargained Premises with all the Appurtenances Priviledges and Commodities to the same belonging or in any wise appertaining; to him the said Stephen Deblois his Heir and Assigns forever (saving and Reserving the use of the Burying Ground as it is now Fenced in on the said Lott unto the Jewish Nation with free Liberty of a Passage to and from the said Burying Ground) to his and their own Proper use Benefit and Behoof forever. And I the said Michael Asher for me their Executors Administrators Do Covenant Promise and Grant to and with the said Stephen Deblois his Heir and assigns

THE JEWS IN MASSACHUSETTS — (1650-1750)

that before the Ensealing hereof, I am the true Sole and Lawful Owner of the above bargained Premisses, and am fully Seized and Possessed of the same in my own Proper Right, as a good Perfect and Absolute Estate of Inheritance in Fee Simple and have in myself good Right full Power and Lawful authority to Grant Bargain Sell convey and Confirm all the said bargained Premisses Contained and Expressed in the aforesaid Inventory in manner as aforesaid, save only aforesaid the Burying Ground and that the said Stephen Deblois his Heir and Assigns shall and may from time to time, and at all times forever hereafter by force and Virtue of these Presents, Lawfully Peaceably and Quietly Have Hold Use Occupy Possess and Enjoy the said Demised and bargained Premisses, with the Appurtenances free and Clear and freely and Clearly Acquitted Exonerated and Discharged of and from all and all manner of former and other Gifts Grants Bargains Sales Leases Mortgages Wills Entails Joyntures Dowries Judgments Executions, Incumbrances and Extents the Burying Ground aforesaid only Excepted and Reserved Furthermore, I the said Michael Asher for myself my Heirs Executors Administrators Do Covenant and Promise at and upon the Reasonable Request (and at the proper Cost and Charge in the Law) of the said Stephen Deblois his Heir &c. to make do Perform and Execute any further or other Lawful and Reasonable act or acts Thing or Things Device or Devices in the Law Needful or Requisite for the more Perfect Assurance Settling and the sure making of the Premisses (saving) as aforesaid. Provided Nevertheless and it is the true Intent and Meaning of the Grantor and Grantee in these Presents; anything herein Contained to the Contrary Notwithstanding. That if the above named Michael Asher his Heirs Executors Administrators or Assigns do well and truly Pay or Couse to be Paid unto the said Stephen Deblois his Heirs Executors Adminis-

HISTORICAL STUDY

trators or Assigns the full and just sum of Six Hundred and four pounds in Lawful Bills of Credit with Lawful Interest for the same at or upon the Fourteenth Day of December in the Year One Thousand Seven Hundred and Thirty nine, But Nevertheless it is also agreed by the Grantor and Grantee to these Presents that the said Michael Asher Shall Remain and be Possessed of the aforesaid materials and Snuff contained in the Inventory during the aforesaid Term of three years to commence on the Day of the Date hereof and to make use of the materials and Dispose of the Snuff to the most advantage. But out of the Proceeds of the same he the said Michael Asher shall Pay or Cause to be Paid to the said Stephen Deblois his Heirs Executors Administrators the Sum of Sixteen Pounds monthly in Bills of Credit which Sum so Paid shall be in Part of the aforesaid Six Hundred and four Pounds and Discounted out of the same Sum from Month to Month for and during the aforesaid Term of Three Years so as to compleat the said Sum, then this above written Deed or Obligation and every Cause and Article therein contained shall be null Void and of none effect, or else shall abide in full force and Virtue, Sealed with my Seal Dated the Month and Day and Year first above written — Mich'el Asher and a Seal — Signed Sealed and Delivered in Presence of Arch'd Ramsay, John Donnellson — Suffolk. c Boston December 15. 1736 Michael Asher Appearing Acknowledged the above Instruments to be his free act and Deed. Before me Abiel Walley Just Pacis — March 18, 1736. Received and accordingly Entered and Examined. —

Samuel Gerrish Reg'r

Inventory of the Materials of and for Manufacturing of Tobacco and Snuff Jointly with the Quantity of Snuff and

THE JEWS IN MASSACHUSETTS — (1650-1750)

Lott of Land belonging to me Michael Asher in Boston —
At Ware House No. 11 on the Long Wharffe Voz:—

1 Tobacco Engine Cutting Knives Press)			
Sundry Boxes Moulds & Iron Crow)			
	£30	"	"
Grind Stone Winch and Trough	2	"	"
a Beam and Wooden Seale	"	15	"
45 lb and 7 ounce Weights 2 lb Brass	2	12	"
Tobacco Sieves	£"	6	"
Brass Scale and Beam	"	15	"
Tin and Wooden Scale and			
Beam	1	"	"
Case and Boards fix'd	"	12	"
		2	13
Empty Boxes 10/- Paper 10/ 1	"	"	"
1 Tin Tobacco Dryer and Coal "	"	12	"
1 Brass Wyer Duster	2	"	"
A Parcel Pipes 10/	"	10	"
Ten Cannisters	1	10	"
		5	12
	£43	12	"

At Ware House No. 3 Butters Row Voz:—

1 Tobacco Engine Prefs and Boxes			
2 cutting Knives and Tobacco Wheel)			
35 lb weights of Sundry Sorts	£50	"	"
1 Tin Lamp 10/ Chairs 7/cases and can-			
nisters, 1	1	17	"
2 Iron Rollers	£4.16		
Pimiento	3.—		
Parcel of Old Casks and Tubs	1.15		
Snuff Cannisters &c.	1.—		
		10	11
	£62	8	"

HISTORICAL STUDY

Wooden Scale and Beam Included in the 50 £)
 A Lott of Land in the Westerly Part of this)
 Town Fronting Chamber Street measur-)
 ing 35 feet front and seventy feet deep)
 on a 5-feet alley) £150.14.10

A Snuff Mill at the North End
 Mill House and Works fix'd £65 " "
 Hoe and Sifting Case " 18 " — £65.18 "

At the Cellar at my Dwelling House at the South End
 184½ lb. Snuff Estimated £10.15.10.
 964 lb. @ 3/6 168.14 "
 1222 lb. @ 4/ 244. 8 " £423.17.10

2370½ The whole Value £746.10.8

Boston December the 14, 1736

Mich'll Asher

March 18, 1736 Received and Accordingly Ent'red and
 Examined - - -

Samuel Gerrish Reg'r

XXI

Boston 13 August, 1730

Mr. Jud. Israel
 Sir

I rec'd your favour p'r Cap't Dowce, Observed you
 would have me ship your skins (from Virginia) to London I
 told you some time ago — How Gerrish and Barrell acted in
 that affair and that if I had Arrested the Master for them,
 and am Determined to have Satisfaction herein. —

THE JEWS IN MASSACHUSETTS — (1650-1750)

John Watson has paid me One hundred pounds in cash and one hundred and Twenty nine pounds in an Order on you of Messrs. Smith and Newman who Say that if you will not Accept of it they will pay it to me, I could not refuse taking their Order on you on those terms because you owed them money, you will therefore *Let me know if you'l Accept of the Order and then Shall either take a receipt of them or if you'l not Accept it Oblige them to pay it me And Watson will pay me some more if he can but not all he may remain about £20 in debt he seems to be An honest fellow and so can't press too much.* I am

Sr. Your Very H'bl Ser.

Isaac Levy

Mr. Sherburne asks £65 p'r Ton for Iron pots so will not take any of him for your Acc't to ship for New York Unless you like the Price.

XXII

Mr. Joseph Shearborn
Sir.

This to advice you that I have £50 Sterling Bill here and an opportunity offer from this place for London thearfore — Desire you will send me your invoice for the same sum of money and I shall send it from here next weak if you want any more I can send from Boston if incase you have received any mony for my note send me Barcelony Hancersshif for the same () at £6.10.0 a Dozen

HISTORICAL STUDY

if you can give me more than what you have many of mine in hand. Desire you would do it and I will pay you the money in Boston in at ten Days time Myself is who offers am

Huml Serv.

Judah Israel

Newport December 8 1738

* * *

Newport 14 Decemb 1738

Mr. Joseph Sherburn

Sir.

Yours I received 11 Inst. and the invoice which I shall send home next week from this place. I have had no advice from you wheader you have received my note I sent you on Bertha Kent and likewise one on Wm. Simkins the Silver Smith for which reason I dont know how to govern myself if incase it is to much Troble for you Receive the money then I Desire you will Deliver My Notes to the Bearer Mr. Abraham Judah is what offers and am for

You Most Huml Sert

Judah Israel

THE JEWS IN MASSACHUSETTS — (1650-1750)

XXIII

"The Jurors upon their Oath present That Abraham Solomon of Boston in the County of Suffolk Yeoman at Boston aforesaid on sundry days & times between the fourth of March last and the twenty seventh day of the same month uttered in company many malicious seditious Expressions in favor of the present King of Great Britain, and against all the true Friends of America, as in the Indictment is particularly set forth. To which Indictment the said Abraham Solomon Plead not guilty. A Jury was called and sworn to try the Issue who Returned their Verdict on Oath and say that the said Abraham Solomon is Guilty. The court having considered of his Offence Order that the said Abraham Solomon Pay a Fine of Ten Pounds to be disposed of as the Law directs pay costs of Prosecution & stand committed until sentence is performed.

XXIV

Independent Chronicle (March 12, 1778)

Saturday last one Abraham Solomon, a Jew, and one Cane, were committed to Goal, for depreciating the Continental Currency by giving very large Sums or Paper Dollars for Guineas. — Solomon says he was employed by sundry Persons in this Town to transact the Business, and that he will bring them out. We hope he will, and that the Villains will meet their just Demerit.

(In the same issue)

Whereas one Solomon, taken up on suspicion being a spy, on his examination before General Heath made and

HISTORICAL STUDY

signed a declaration, in which he asserts, that I the subscriber, have given him, at different times, large sums of paper money, to exchange for hard, and had sold him goods to a large amount, with considerable discount for being paid in gold and silver; which charges I absolutely deny and can prove to be false. And whereas copies of such declaration have been suffered most ungenerously, to be taken and circulated; though I was not present when the examination was had, nor allowed any opportunity of meeting this infamous accuser, I can, under these circumstances, only beg the candid public to suspend their opinion on this subject, till I have an opportunity of vindicating my injured character, when a proper inquiry, shall be directed. At which time I doubt not, most satisfactory, to refute this villans charge.

Samuel Breck

XXV

General Heath headquarters April 27 — 1778
(A letter to General Green) (excerpt)

Sir:

"Mr. Andrews character as a merchant has ever stood fair, he is very industrious in his Profession — But has never taken an active part that I have heard of in the present struggle. — The history of the late charge against him as far as I am aquanted with it is as follows, a certain Solomon a Jew belonging to this town, a notable trader, was apprehended attempting to get to Rhode Island in the month of March last. He was sent to this Place and upon examination before me declared that he had exanged large sums of Paper money for Gentelmen belongin to this and other towns, with

THE JEWS IN MASSACHUSETTS — (1650-1750)

the officers of the Convention at Cambridge, That among others for Mr. B. Andrews he changed at different times about 5000 dol. at $15\frac{1}{2}$ and $16\frac{1}{2}$ dolar. for a guinea. Also Mr. Andrews sold him a quantity of goods which he agreed to pay him for in guineas at 15 dol. per Guinea. Solomon was committed to prison and has not as yet brought to Trayl."

THE JEWS IN MASSACHUSETTS — (1650-1750)

XXVI

[illegible]

ARMY PAYROLL (June, 1775)

Note that the receipt of Abraham Solomon (third name, first column) is signed in Hebrew)

BIBLIOGRAPHY

- HAMMOND JAMES TRUMBULL — *Memorial History of Hartford* (Boston, 1886).
 CHARLES I. HOADLEY — *Public Records of Connecticut* (Hartford, 1880).
 LEE M. FRIEDMAN — *Early American Jews* (Cambridge, 1934)
 RABBI MORRIS GUTSTEIN — *History of the Jews in Newport* (New York, 1936).
 REV. INCREASE N. TARBOX — *The Pilgrims and the Puritans* (Taunton, 1879).
 DANIEL L. MARSH and WILLIAM H. CLARK — *The Story of Massachusetts* (New York, 1938).
 WILLIAM B. WEEDEN — *Economic and Social History of New England* (Boston, 1890).
 NATHANIEL B. SHURTLEFF — *Record of the Governor and Company of Massachusetts Bay in New England*, vol. 4 (Boston, 1854).
 JUSTIN WINSOR — *Memorial History of Boston, 1630-1680* (Boston, 1880).
 JOSIAH HENRY BENTON — *Warning Out in New England, 1656-1817* (Boston, 1911).
 REV. M. T. RUMELS — *History of Sanborton*, vol. 2 (Boston, 1882).

* * *

RECORDS

- New Hampshire Wills* — 1700-1713 — vol. 2.
Portsmouth Town Records.
Vital Records of Marblehead — vol. 2 (Salem, 1904).
Vital Records of Ipswich — vols. 1, 2 (Salem, 1910).
Record Commissioner of Boston Reports — vols. 10, 13, 14, 19, 22, 28, 29.
American Jew. Histor. Soc. Publ. — vols. 11, 21.
Mass. Hist. Soc. Coll. — vols. 5, 34.
The Colonial Laws of Mass. — reprinted from the edition of 1672 (Boston, 1887)
Naval Record of the American Revolution (Wash., 1906).

THE JEWS IN MASSACHUSETTS — (1650-1750)

Records and Files of the Quarterly Court of Essex County — vol. 4.
Historical Magazine, 1860 — Series I — vol. IV (Chronological Notes
of the History of the Jews in Amer.).

Massachusetts Soldiers and Sailors in the Revolutionary War — v. 14
(Boston, 1906).

Publications of the Colonial Society of Massachusetts — vol. 5.

* * *

NEWSPAPERS

Boston News Letter — Sept. 17, 1705; March 11, 1706; May 11,
1724; Jan. 10, 24, 31, Febr. 7, 21, March 7, 1725; Sept. 9, 1718;
July 29, 1730; Febr. 4, 11, 18 and March 4, 1731.

New England Courrant — April 16, 23, 1722.

Independent Chronicle — March 12, 1778.

Boston Gazette — October 21, 1723; January 24, 1725; October 22,
29 and Nov. 5, 1754.

* * *

MSS.

Letter to the Parliament of England, 1652 — (Photost. copy in Mass.
Hist. Soc., Boston).

Massachusetts State Archives (Commercial) — 1685-1714.

Registry of Deeds, Boston — Bks. 43, 48, 52, 54, 59, 63.

King v. Isaac Solomon — Jan. 25, 1755 (Hall of Records, New York).

Heath Papers (Mass. Historical Soc.) — vol. 9.

Supreme Court Files — 1401, 2138, 3123, 4541, 4554, 4808, 4822,
5162, 5604, 6210, 6692, 6813, 7065, 11038, 11254, 11853, 13110,
13351, 13914, 14525, 14584, 14939, 15246, 15351, 15548, 15867,
16159, 16398, 16379, 16619, 16642, 16704, 18308, 21383, 22866,
22882, 23374, 31997, 23396, 27184, 24100, 24225, 30688, 30943,
31365, 31943, 34654, 37859, 39920, 40409, 40461, 40889, 42109,
44161, 47279, 48969, 49796, 49854, 49879, 58068, 61482, 64583,
54868, 59654, 69520, 75720, 83000, 83519, 85076, 87549, 91260,
91944, 92313, 92660, 92662, 95447, 95142, 95348, 167725,
172883, 167801, 167991, 168037, 168053, 16808, 168209.