

History of Zacheus Curtis

Zacheus was born about 1619, probably in Downton, Wiltshire, England. His parentage is unknown.

Zacheus sailed on the "James of London" 5 April 1635 for Massachusetts. Where he landed is not known but by 1643 he was living in Salem where he was fined, with others, "for putting their cattle into the North corn fields."

At a Court held at Salem 3:11:1644, i.e. 2 January 1644 O.S. he was fined 20s. for rash and unadvised "cuming in and to have sworne falcelie." On 2:1:1647 at the Court at Salem he was presented for taking tobacco [in the open street] contrary to order, and in 1650 he and his wife were witnesses in a slander suit.

It is entered in the Salem Book of Grants on 2 September 1646 that about an acre of land near unto the house he bought of Joshua Verrin near Brooksby was granted to Zacheus Curtis, and on 3 October 1648 "all that meadow that lyeth above Mr. Clark's plain that lieth next to Dog Pond if it do not lie in Mr.s Humphrey's farm" was also granted him by the town of Salem.

At a General Town Meeting of Salem 11 September 1650, there was delivered to Richard Greaves and Zacheus Cortes [sic] two corselets in good repair which they are to retain and return in good repair.

Sometime after 1650 Zacheus Curtis removed to Reading, Massachusetts and settled on some land of John Gould where he resided until 1658 when he was approached by William Bartholomew of

Gloucester, Massachusetts to come to that town to work for him. This led to a law suit between Zacheus Curtis, plaintiff, and Mr. William Bartholomew, defendant, for getting the plaintiff "to come from Redding and drawing him to Gloster", the verdict being for the plaintiff. From the extended material relating to this case as published in, considerable information may be obtained about Zacheus.

The following letter, dated 24:7:1658, was sent to Reading addressed "for Zaceus Curtis at reading this be did. I pray you:"

"Goodman Curtis I did expect you at Cape Ann the last week But I heard nothing of you. I wish you had sent word of left word with Mr. Batter if you intend nott to come. I am fain to sent this messenger on purpose to desire you to send an answer what your mind is yf you Be of the same minde as when we parted I pray you send your answer pr this bearer and when you cann come to C. Ann: I shall be here go willing all the latter part of ye week but ye next week at Ipswich. I heard of a young man that came to Ipswich to have gone to C Ann as by his perswasion but he came not to C Ann. If he be a man that cann doe carpentry work or handle an axe he shall be employed yf he pleast to as good purpose for himselfe as anywhere else so desiring your answer I rest,

from Salem

your friend

William Bartholmew"

The declaration of Zacheus Curtis, plaintiff, to the Court wa
as follows:

"Being settled at Reding upon som land of John
Goolds haueing six yeares to continue thereon, wheare
with the blessing of God upon my labour might haue pvided
for my family comfortably haueing land enough in my hands
to employ me & mine, But it pleased God, Mr William
Bartholomew, Being directed By Mr Batter to me, &
speaking with me about understanding som Employment of
his together with a house & land of his at Gloster &
Imptuning me, I promised him to come to Gloster to see
the bussynes & agree yf I liked it, accordingly about
the midle of August last past, the second day of the
weeke I went from Reding & Coming to Gloster & waiting
Mr. Barthlomew Comeing home till latter end of the weeke,
seeing the Accomodation & understanding the Imploy &
terms of agreement came almost to a close, & not being a
Considerable difference & it being referred to Mr Batter,
resolved to undertake the busines & soe returned to
Reding, it being the last day at night before I could get
home which was a whole weekes time, & being retourned set
my selfe wholly about the fitting myselfe to goe to
Gloster, & spent my time to provide accordingly, putting
of ye stock I had in my hands, & putting of my
accomydations & haueing before pvided fiue or sixe load
of hay put it of for not halfe the worth of it, together

with other damages & distractions ocasioned by his earnest Imptuning me to Hasten my Comeing to Gloster as damag to the vallue of about 20 Bushels of Corns by swine & cattell in my Corne & severall other things alsoe 42s in English corne it cost me bringing my goods downe to Salem & waiting there a fortnight with my family for the boat upon charge & 2 Bushells Corne it cost me fore store house roome for my goods, the loss of a swine at my Hasty comeing awaye from Reding, & a sow with pig at Salem & after my comeing to Gloster not being receaued by Mr Bartholomew into Imployment haue layne upon charge in a maner this month & constrayned to be in a wet & cold house & haueing not conveyent roome for my corne its much damnified, by all wch yt little I had is soe ruined, yt it is my utter undoeing haueing noe Imployment & winter Aproahing, that I know not how nor wheare to looke out any place or Imployment for the releefe of my family that my straytes are like to be verye greate, besides the distracted condition & greefe of mind & affliction, it is to my selfe & wife, the Impayring my wiues health, Ho the Lord out of his goodnes may pvide I know not, but according to Reason neuer like to recouer my selfe againe."

Mr. Bartholomew's answer to Mr. Curtis declaration was as follows:

"whereas he speaks of his being so well settled at Reding we answere the defendt did not anything to force him to remove but was voluntary in it, 1ly it concerned him first to considder how he should have bettered himselfe before he removed wt great estate he had there we knew not but soe far as it appears to us it did not exceed the paymt of his rent.

"whereas he saith he came to Gloster the middle of August & liked the accomadations and came near to a close the difference there not being considderable whither the diference were soe small or not lit these things be considdered first noe tyme spoken of when he should enter upon it. 2ly no agreement about the haye & straw. 3ly no agreement about repayre of houses and fences. 4ly about the maner of his workeing or how he should pay his rent nothing spoken unto nor how the cattell should be ordered, 5ly nothing spoken unto who should pay rates & beare common charges with diverse other conssiderations not to have been omitted.

"Duly this much was fully agreed on both pts that the sayd Zacheus should come a fortnight upon tryall wch is proved in court upon oath his faileing therein hath beene the ocation of all the trouble that hath followed and wt is mentioned in his declaration to be referred to

me was never pformed but instead therof a vexatious sute commenced prtending great damages & ataching the defendant in a hundred pound action while the defendant wa busily imployed to acomodate the pltime for his comeing thither.

Wm Bartholomew"

Some of the events that led up to this suit may be pieced together from the depositions that were made, all of which, it should be noted, were for the benefit of the defendant, Batholomew.

Edmund Batter, aged about fifty years, deposed "that coming from Boston in company with Mr. William Bartholomew, he desired him to tell him of a man to manage his farm and draw logs to his saw mill at Gloster." Deponent sent him to Zacheus Curtis or Reading, who was at Thomas Antrum's farm at work. Bartholomew afterward said he heard that Curtis was a man who was troublesome to his neighbors, and deponent answered, "Let him be what he wille he wel be a servant night & day to you if you use him well."

Zacheus Curtis accepted the offer and Bartholomew arranged with John Newmach of Ipswith for his bark to carry his goods from Cape Ann and Newmach testified that "he expected to do so, but the weather and some freight for another person to Boston, interferred.

Apparently Curtis did not find all the conditions of employment satisfactory as appears from the deposition of Rowland Powell "of Gloster [who] testified that he saw Curtis at Bartholomew's house, speaking with Bartholomew's wife about going to Gloster and he seemed to be much troubled about the moving. His

family was then at Salem. She told Curtis that she could not then go out of the house, but if he had come as he agreed, everything would have been ready for him. Curtis replied that he had hemp and flax to dress out and could not leave it. She further told Curtis that he could not go into her house for a fortnight, but that they had provided another house until theirs could be cleared. Curtis refused to go into any other house, and Mrs. Bartholomew replied that he could stay where he was."

Sworn, 1:10:1658.

Sarah Batter, aged about forty-eight years, testified that Bartholomew, coming to the house of her husband, asked if Curtis were coming, and her husband made answer that he was not. Mr. Bartholomew answered, "You should have hired a messenger." and desired that one might be sent. Deponent's husband got a messenger, John Oliver, and the next morning this deponent's husband sent him to Mr. Henry Bartholomew's house, where William Bartholomew lodged. When Mr. Bartholomew was at their house, he urged deponent to persuade her husband to send for Curtis, saying that Batter had told Curtis that Bartholomew was discouraged. Curtis said he would not force himself upon Bartholomew and would be willing to wait and hear from him again before he went to Gloucester. Deponent further testified that he had but little estate, two steers that he was forced to put away to pay his rent, and a little corn and a swine or two. That Bartholomew seemed very pleasant that Curtis would go, and said that in three hours a boat could come from Gloucester, and in three hours more carry them away;

and he promised Curtis that he could keep a great many sheep there and agreed to give him twelve sheep, etc."

Sworn 3:10:1658.

Also, in support of this, "Hillyard Veren, aged about thirty-seven, deposed that he was at Mr. Batter's house one evening when Zacheus Cortes came in, he said, from Gloster with a letter directed to Mr Batter from Mr. Bartholomew, mentioning terms of Agreement, the house, land and team for seventeen pounds per year, the hay and tackling to be paid for by Cortes."

After a short stay at Salem, Zacheus went to Gloucester. Upon his arrival, Bartholomew threw over the agreement and refused to hire him. Barnard Thorne, aged about twenty-four years, servant to William Bartholomew, deposing "that his master said he feared Curtis was too weak to manage the house and lands at Cape Ann. Also, Walter Price, aged forty-five years, deposed that, being at Mr. Gidney's house one month past and desired by Barklemew to hear some agitation bewixt him and Mr. Edmund Batter, Mr. Barklemew said that he disliked to find fault, but Curtis was not fit for his employment and was a sickly person, and that the town would not receive him unless Barklemew would discharge the town; and that Curtis' wife was a froward woman. He would not employ him unless upon day labor. Barklemew said that he wondered that Mr. Batter would commend such a man to him."

Sworn 1:10:1658

The suit was settled in favor of Zacheus Curtis, and following this he resided for a time in Gloucester where his fifth child,

Mary, "daughter of Zacheus Curtis and Joan, his wife" was born 12 May 1659. He removed to Rowley Village, Massachusetts (incorporated as Boxford in 1685) shortly after, "Being of the village" in 8 June 1663, when Zaccheus Gould of Topsfield deeded to him a parcel of land lying on the south side of Fish Brook, and also gave said Curtis liberty to pasture as many cattle upon Gould's common-land as he [Curtis] could raise fodder enough on the bargained premises to "winter" from year to year, and also a highway for Curtis to go to Topsfield in on the east side of Robert Andrew's house, etc. Mr Curtis's residence was about half a miles directly west from the residence of the late Francis Curtis, where the cellar is still pointed out.

According to Perley, the "early settlers on Boxford worshipped in Topsfield. Meeting house was near the residence of the late Sylvanus Wildes, near the Newburyport turnpike, in the eastern part of Topsfield. In 1663 the meetinghouse was moved closer to Rowley into the southeast corner of what is now the cemetery, near the residence of Mr. Samuel Todd."

Zacheus Curtis and his family were worshippers at this church, although possibly not very devout ones. In fact, at a Court held at Salem 25:4:1672 i.e. 25 June 1672, "Zacheus Curtis, the elder, and Zacheus Curtis, the younger, and Zachariah Curtice, Abraham Redington, Jr., and John Everitt, being complained of for smoking tobacco in the meeting house at Topsfield, in the time when most of the people were met on a Lord's day, to the great offence of the assembly, were admonished and ordered to pay the witnesses, Ed.

Bridges and John How. Bill of cost, against "ould cortis and his sonns."

An entry in the Boxford town records, Vol. 1, p. 2, quoted in records that "The town voted to lay out a highway from Andover bounds to Topsfield along by Joseph Bisbes hows and also another way from Zacheus Cortices hous to this above said high waye or road way a long by the Works threw Abel Langlyes farm, also from the workes a long by the South side of the plain and so to John Stielses and so in to this above said way" etc.

The "works" referred to was an iron bloomery, erected about 1670 on Fish Brook on land originally belonging to Zacheus Gould of Topsfield and operated by Henry Leonard and his sons. Zacheus Curtis lived near the "works" and in a sworn statement of 12 March 1674 "Zacheus Courties, Jr., aged about twenty-eight years, deposed that his father and his brother John Courties carried two loads of clay to the Iron works last spring upon account of Ensign John Gould and Mr. Thomas Baker, and the Leonards daubed two of the chimneys at the works. They also employed the Courties' to mend the wheels and repair the works."

Sworn, 12 March 1674, before Samuel Symonds, Dep. Gov.

In the summer of 1674 the forge was almost entirely destroyed by fire and Leonard was suspected of arson. "Zakeas Curtis, aged about twenty-nine years, testified that he was at the 'upper finere whell,' etc. Also that he saw Thomas and Nathanel Leonard on Friday late at night come riding from the forge by deponent's house. Deponent asked them if the workmen were at the works and

they said they could not tell but saw a light in the forge, etc."

"Zacheus (his mark) Curtis Sr. of Rowley" was a party to a complaint dated Topsfield 12:1:1671-2, "for want of the hiewaye at beuer dam which is there waye to Salem to the in Joyeing godes ordenences to the mill & to the market.....". He "Zacheus Curtis, aged about 53 years, deposed that he was riding from Salem and came to Bever dam bridge where he passed with great danger. The water was so deep that his horse fell and the water was over his head and if his foot had caught in the stirrup, he might have lost his life on the country way. And so I Road to left[enant] Putnam & dried my selef & stayed all night wich I thought not to haue don before."

Sworn, 20:1:1671-2, before Wm. Hathorne, assistant.

Sometime about 1678 Zacheus Curtis became indebted to John Godfrey for the sum of 11 pounds and at the latter's death the debt was assigned to Benjamin Tompson of Braintree, Massachusetts. Included in the published Essex County, Massachusetts Court records is a "Copy of the record of a Country court at Boston, 30 April 1678 in an action of Benjamin Tompson of Brantrey, assignee by deed and proprietor by purchase of the estate of John Godfrey vs. Zacheus Curtis, Sr., for withholding a debt of 11 li due said Godfrey, with verdict for plaintiff."

Zacheus Brought suit against Tompson in the Court at Salem 25 June 1678 and "John How and John Man deposed that sometime in April Last, at Danill Clark's house in Topsfield, Mr. Benjamin Tomson and Zacheus Curtis were discoursing about the bill and Curtis said he

had agreed with Godfrey and could bring his proof. Tompson said he was on his way to the eastward and would return by Ipswich on the next Monday, and he would meet him there at twelve o'clock. John, son of Zacheus Curtis, agreed to it and Tomson said if the testimony did not prove good Curtis should send him a cow to Thomas Nuel's at Len. Curtis went to Quartermaster Perkin's house on the appointed and waited from ten o'clock until three, but Tomson did not appear."

Sworn 26:4:1678 before Edmund Batter, commissioner.

"Zaches Curtis, Jr., and Ephraim Curtis deposed that John Godfrey came to their father's house some time in 1674 and in consideration of entertainment and other things of which he stood in need, acquitted their father of the debt of eleven pounds, etc." Sworn 8 April 1678 before Daniel Denison.

Zacheus Curtis died in the latter part of 1682, at the age of about 63. His verbal will was testified to by John Ramdel and Abigail Cortis who stated "that they were present when Curtis lay upon his deathbed and made his will and he declared that it was his will that all his grandsons should have 20s each and his granddaughters 10s each; also that his son Ephram should have all the farm after his mother's decease." This was sworn to 29 November 1682, before Bartho. Gedney. John Cortes, Epharem Cortes and Jonathan Loock all consented to their father's will.

The Court appointed Ephraim Curtis, his son, administrator of the estate, and he brought in the following inventory:

"Inventory of the estate of Zacheus Curtis, taken 24 November
1682, by Abraham Reddington, Sr., and John Pebody:

wheate & ry	3 li 15 s	
Indian corne	2 li 5 s	
hay & straw	4 li	
Tackling for oxen	1 li 12 s	
neate Cattell	21 li 10 s	
sheep & a mare	5 li 5 s	
wheelles & Boxes	1 li 16 s	
Saddle & pillion	15 s	
Tobacco & flax	1 li 12 s	
shovells & Tongs	10 s	
pewter & earthenware	13 s	
Brass & Iron	2 li 5 s	
palyes & dishes	11 s	6 d
plow Irons & Tramells	12 s	
wheelles & chaires	16 s	
Bed steed & bedding	5 li 5 s	
sheetes & Blankets	2 li 16 s	
wooll & yarne	2 li 2 s	
swyne	3 li 10 s	
wearing cloathes	4 li	
A Box & chest	13 s	
Lynnen cloathes	1 li 3 s	
Beef and Suet	16 s	
Barrells & Table	6 s	

one calf	17 s
meadow & mattock	4 li 13 s
House & Land	110 li
Barly and oats	1 li 18 s
total	185 li 16 s 6 d

Debts owing by Curtis to:

Israel Porter	8 li 8 s 8 d
Edmund Batter	14 li
Thomas Putnam, Sr.	4 li 3 s 2 d
Christopher Osgood	1 li 18 s 6 d
Deacon Goodhew	1 li 0 s 3 d
John Deane, Sr.	6 s
John Appleton Jr.	1 li 11 s 5 d
John Gaines shoemaker	3 li 5 s
John Rucke	21 li 7 s
Zacheus Curtis, Jr	16 s 10 d
James Smith & Jno Procter	15 s 9 d
Samuell Howlet & Robert Smith	18 s 2 d
Francis Pabody & Ben Bix	1 li 5 s
Samuell & Jno Standly	11 s 6 d
Jno Gould, Sr	
& Isack Easty, Sr.	1 li 3 s 6 d
Jeremiah Elsworth	
& Joseph Andrews	17 s 6 d
Samuell Symonds	
& Samuel Buzzell	9 s

Abraham Reddington, Sr	1 li 17 s 6 d
John Pebody, in silver	19 s 4 d
Jonathan Wade, Sr	17 li
John Reddington,	44 li 11 s 11 d
Zerubabel Endecot	1 li
Hilliard Verren	2 li 17 s 6 d
Docoor Barton	1 li 10 s 6 d
Philip Cromwell	14 s 2 d
Capt George Corwin	7 s 6 d
total	134 li 6 s 8 d

His marriage is not of record and the surname of his wife is not known. A deposition made in 1677 shows that her given name was "Johannah" and that, according to her statement, she was 53 years of age at the time, i.e., born c. 1624. Since Zacheus Jr., their first child of record was born about 1646, they were probably married the year before in Salem. The birth record of their daughter, Mary, in Gloucester gives the mother's given name as Joan.

A list of their known children is given in the family sheet for Zacheus Curtis, q.v. Another member of the family was Mary Brand. David states that "Thadeus Brand of Lynn, whose wife Sarah died 13 December 1675, gave his baby girl, Mary, who was born on 27 November before his wife's death, to the Curtises on 16 November 1676. "Toodeas (his mark) Brain certified 16 November 1576 that he freely gave his child Mary Bran to "Zacheus Courties, Sr., and if he left any estate, she should have an equal portion with his other

child or children.

Wit: John (his mark) Towne and Zacheus Courties."

Davis stats that Brand was killed by the Indians at Black Point [Scarborough, Maine] in the following 4 June. The inventory of his estate refers to "Thaddeus Brann [as one] who was impressed a soldier of Lyn for the country's service and was sent forth from Lyn on 29 June 1677, taken 4 July 1677.....".

Sometime after the death of Zacheus, the widow, Joanna, married Mr Cooper of Boxford. The marriage is not of record but is proven by her will executed on 17 August 1706 and proved on 25 September of the following year. In this she refers to herself as "Joanna Cooper, widow aged 87". She specifically mentions therein her son, Ephraim Curtiss, her son John Curtiss, Mary Tarbox of Salem (no relationship indicated), her grandchild Deliverence Lukes and her grandchild Zachariah Curtis. The will was witnessed by Joseph Capon, Priscilla Capon and Mary Capon.