

WHEATLAND

MONROE COUNTY, NEW YORK

BY

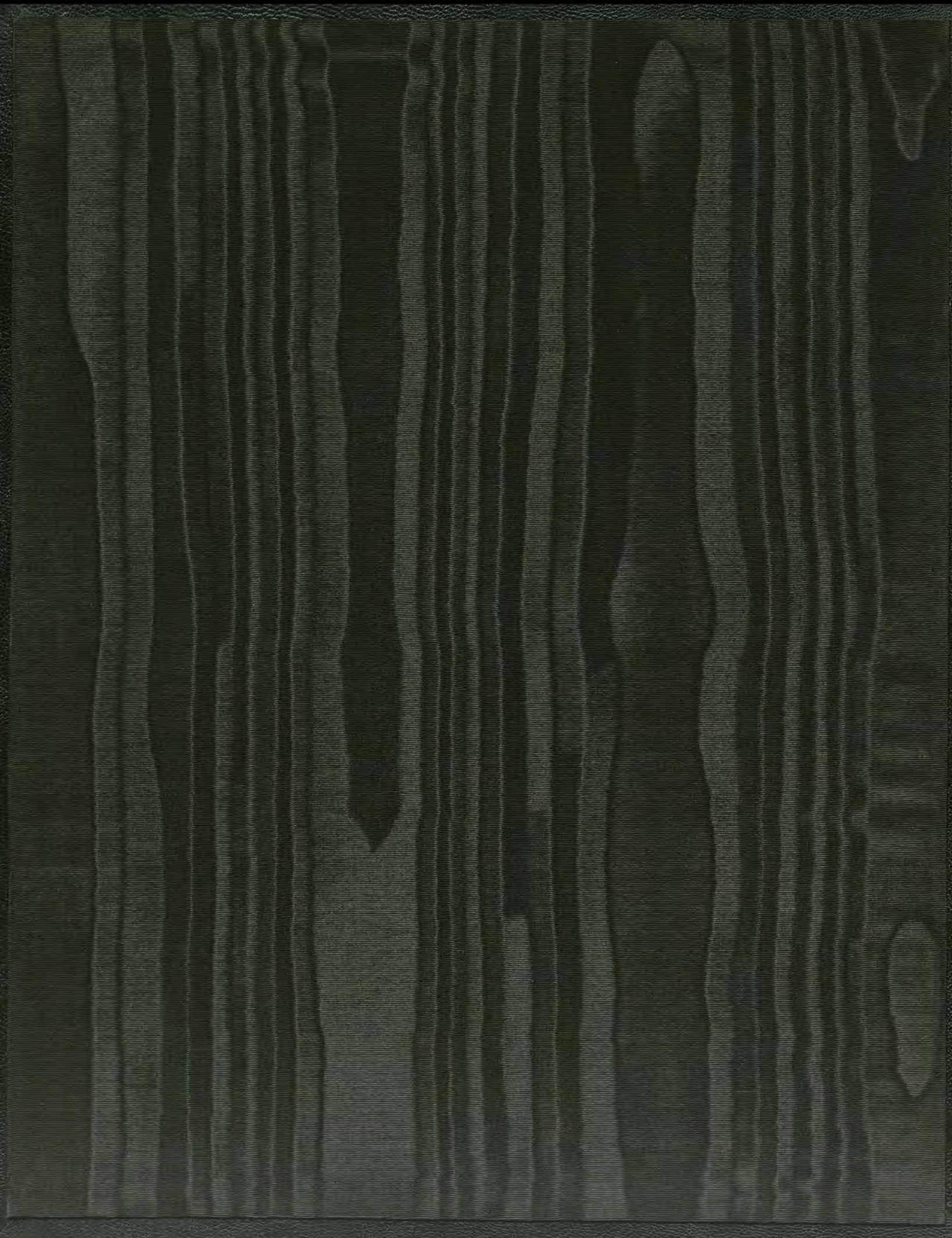
GEORGE E. SLOCUM

ILLUSTRATED

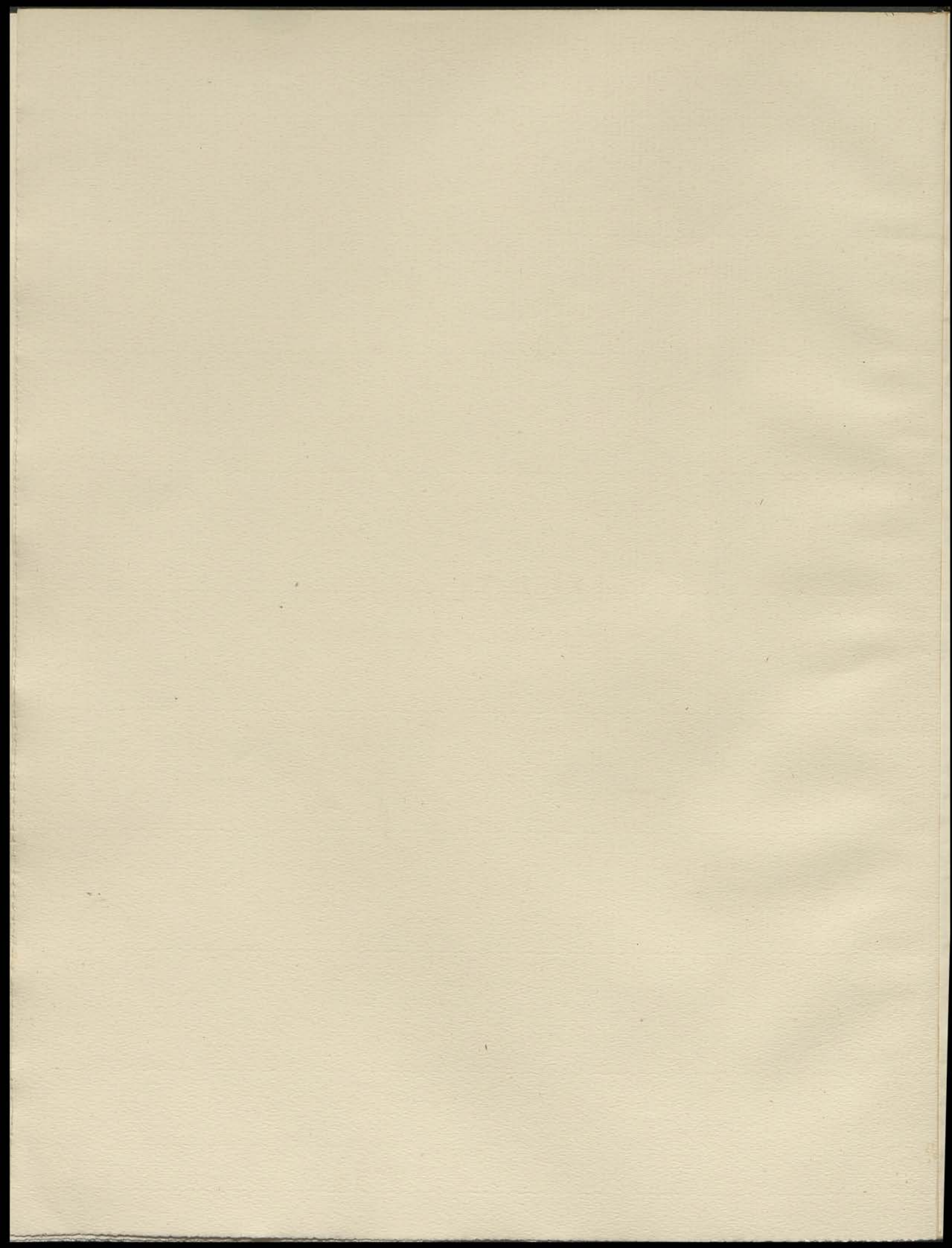
BY

GEORGE J. SKIVINGTON

1940







WHEATLAND

MONROE COUNTY, NEW YORK

A Bird Sketch of its History

WHEATLAND

MONROE COUNTY, NEW YORK

1868

WHEATLAND

WHEATLAND

MONROE COUNTY, NEW YORK

A Brief Sketch of Its History

By

GEORGE E. SLOCUM

Volume I

Extended with Letters, Documents, Views, Portraits
and other Mementos to Six Volumes

By George J. Skivington

Completed in the year 1940 at Wheatland, New York

WHEATLAND

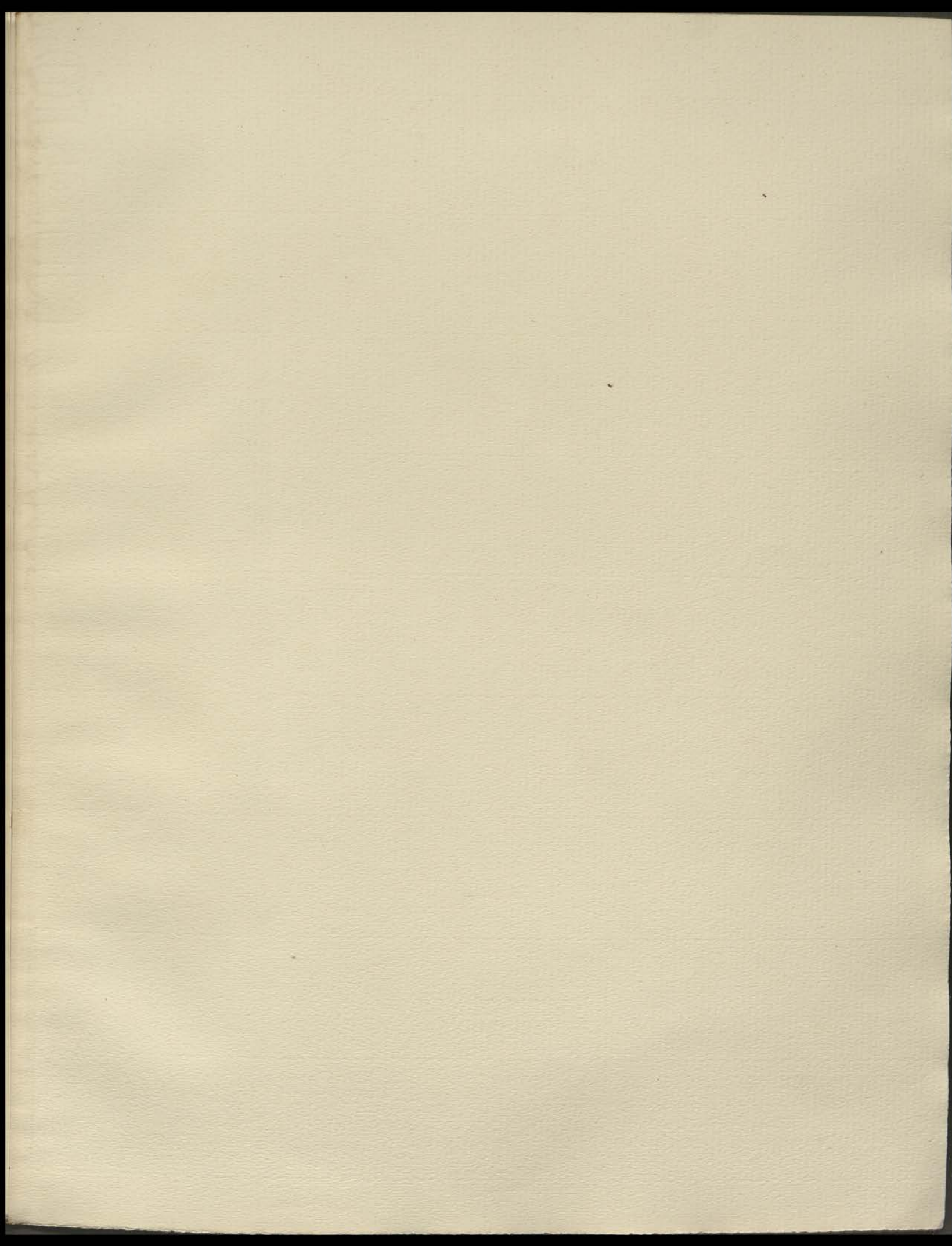
MONROE COUNTY, NEW YORK

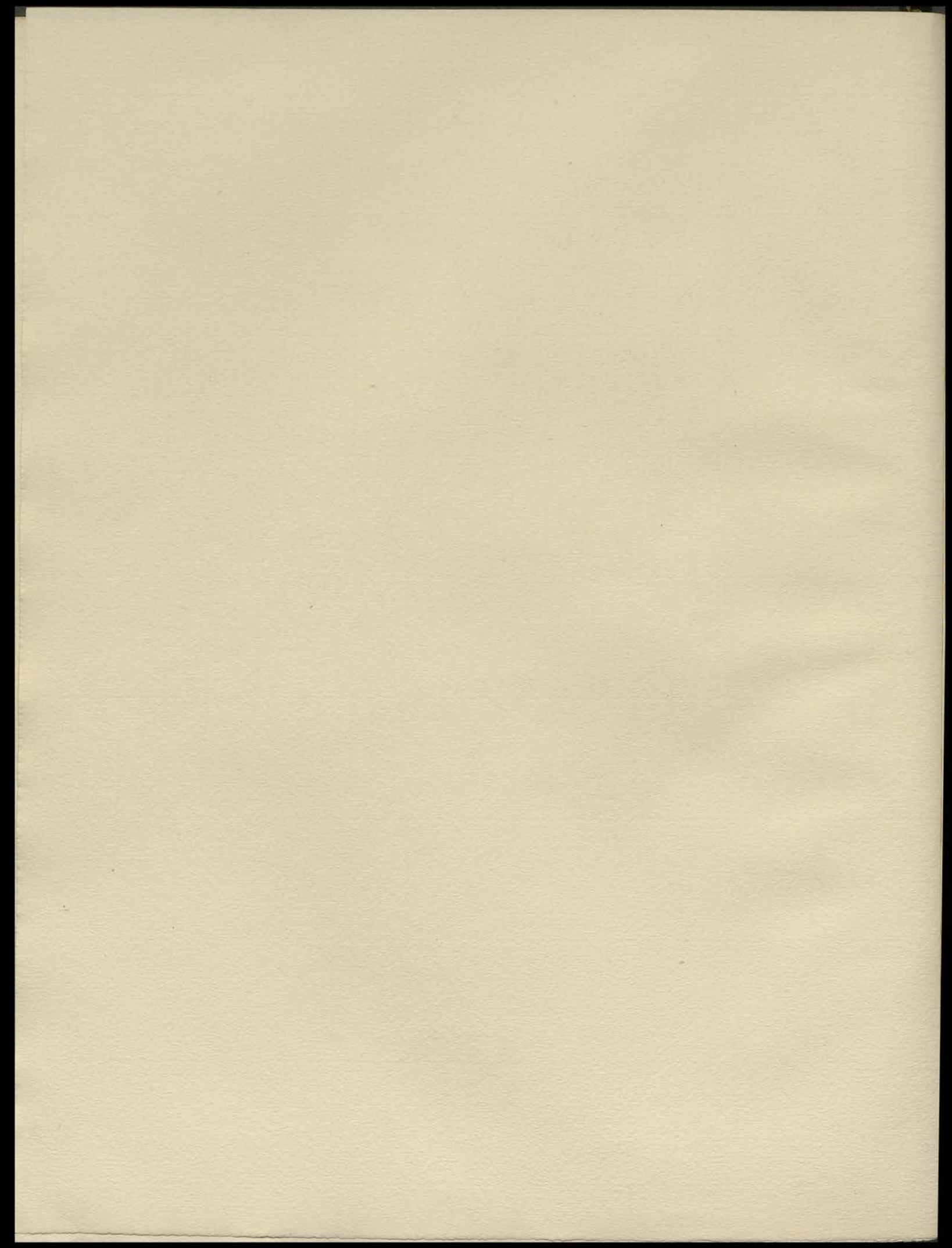
A Brief Sketch of Its History

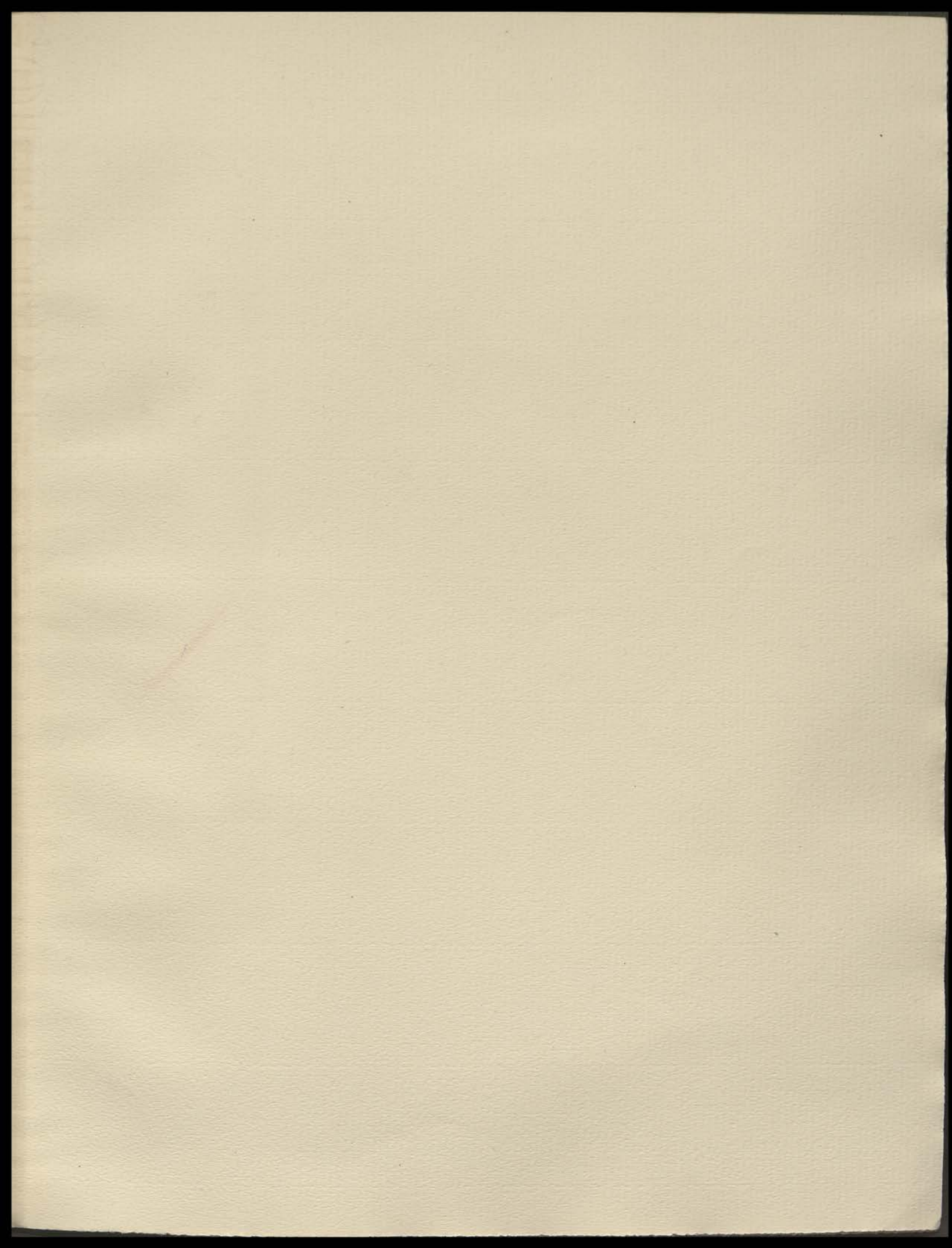
GEORGE E. SLOCUM

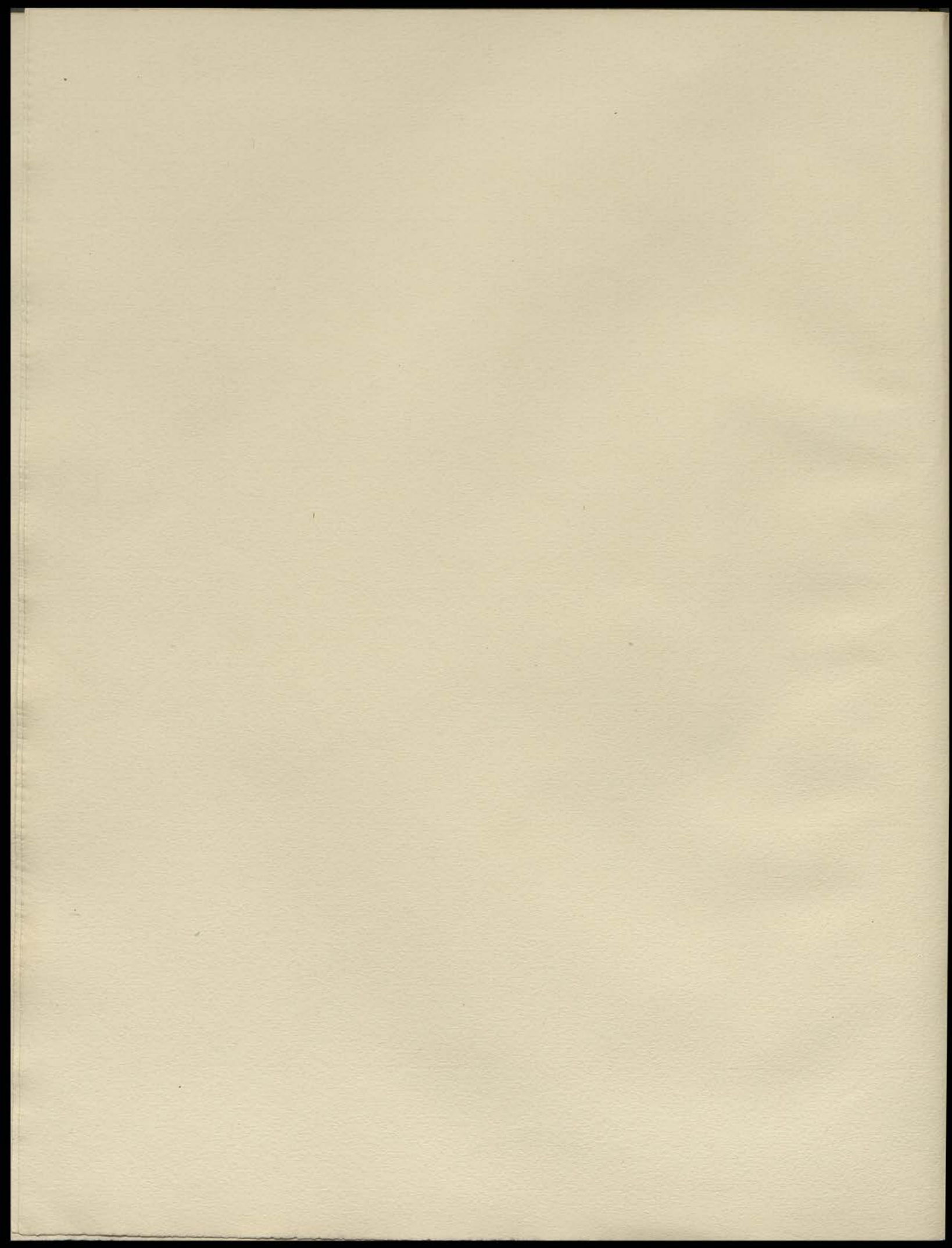
Volume I

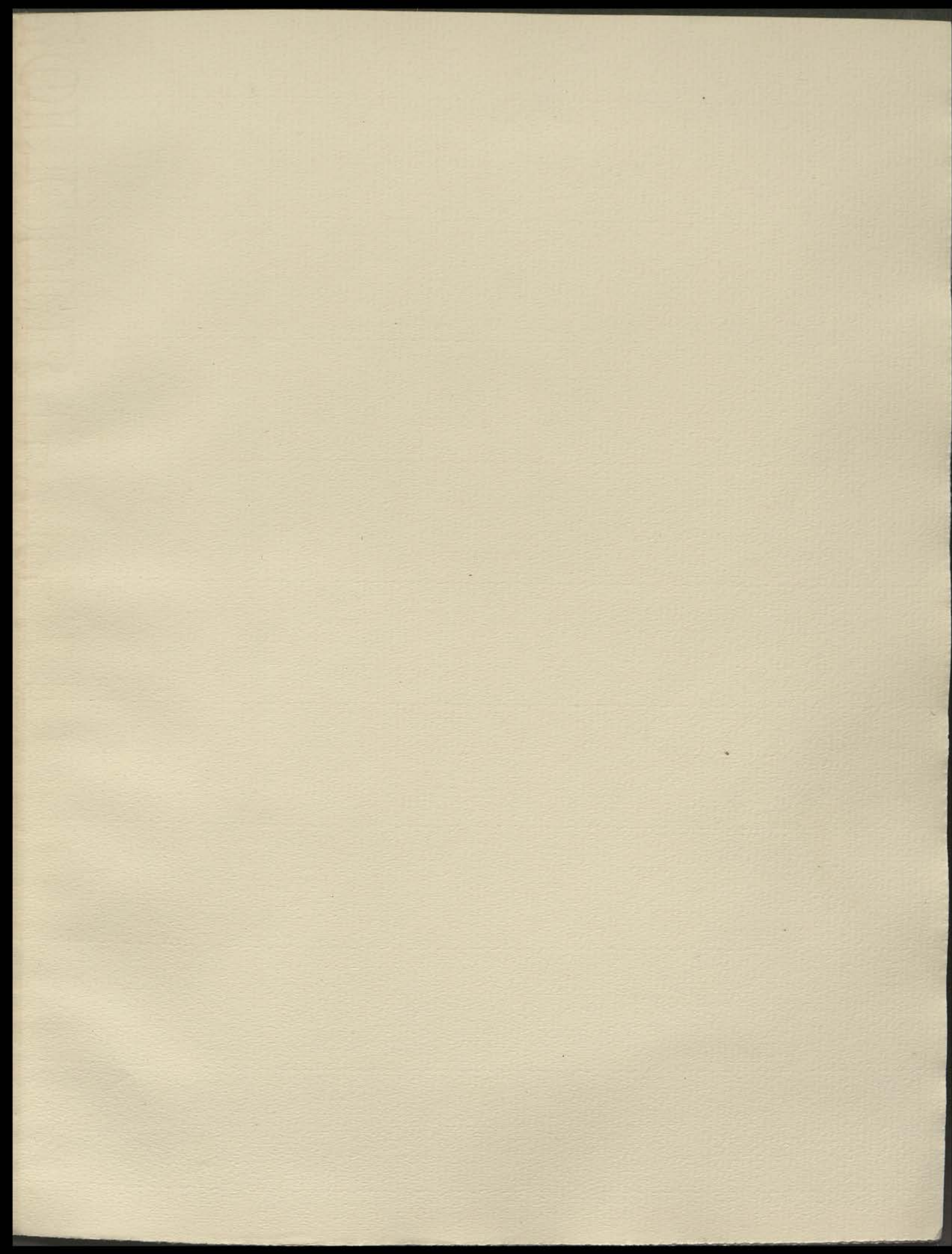
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Printed and Published by George E. Slocum
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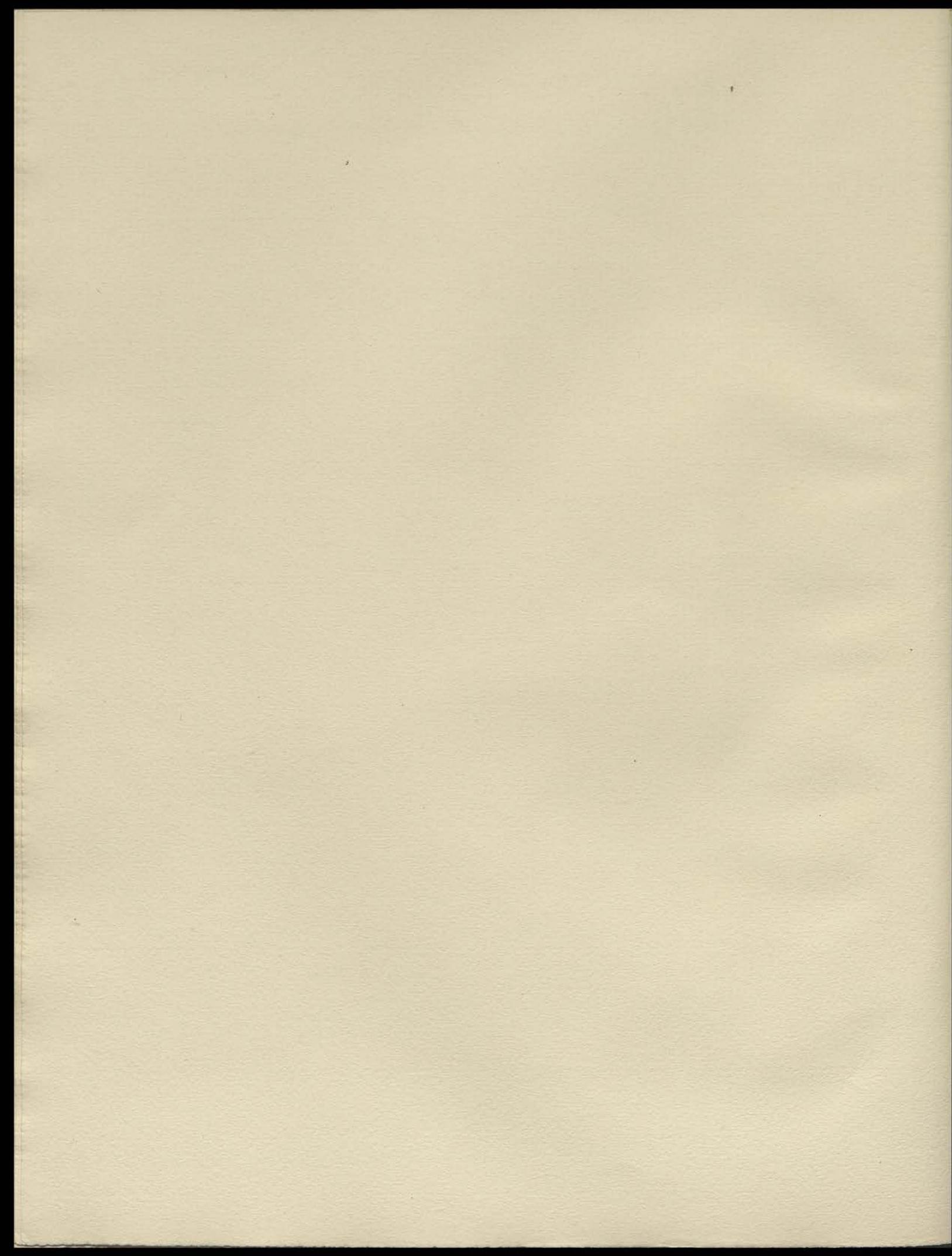


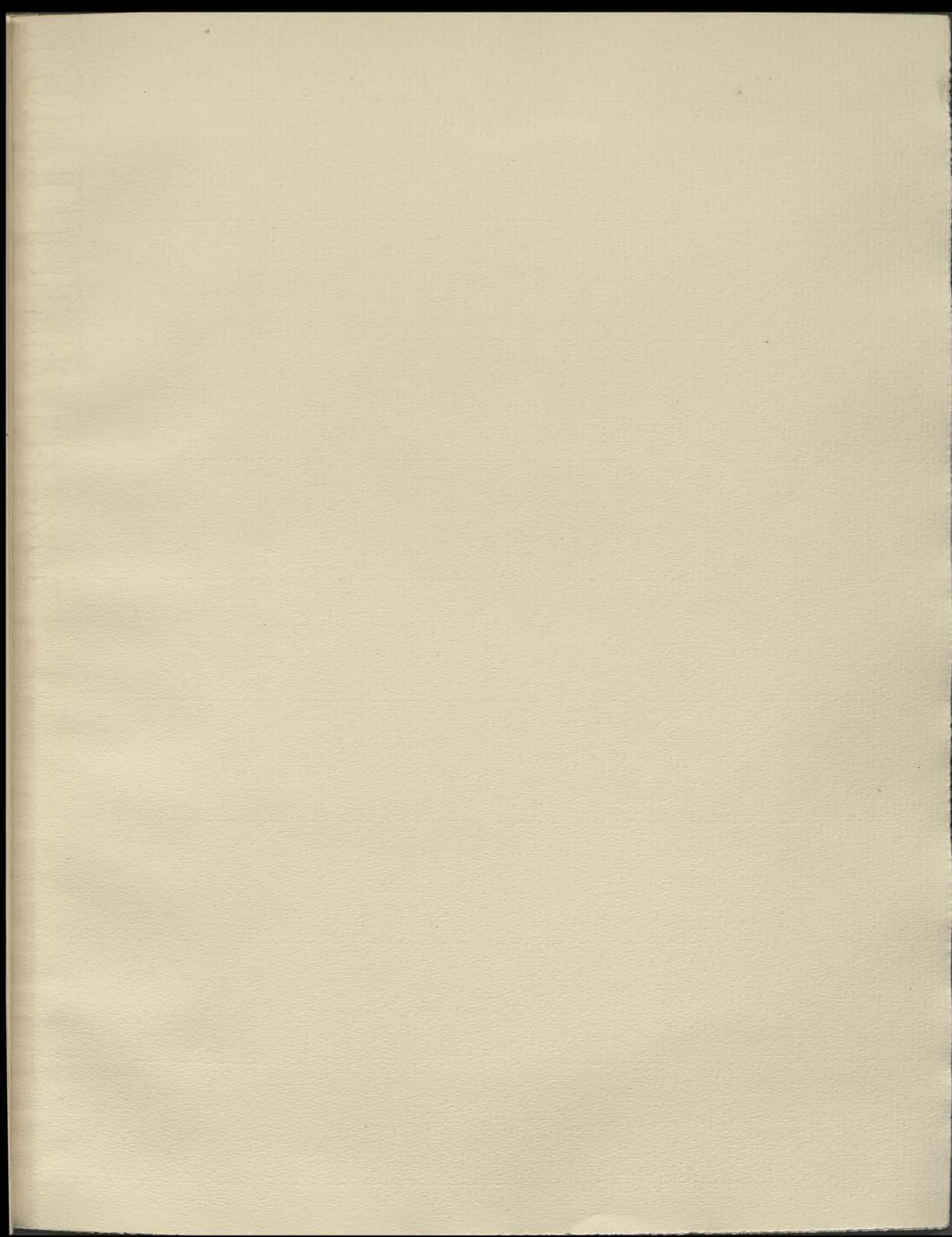


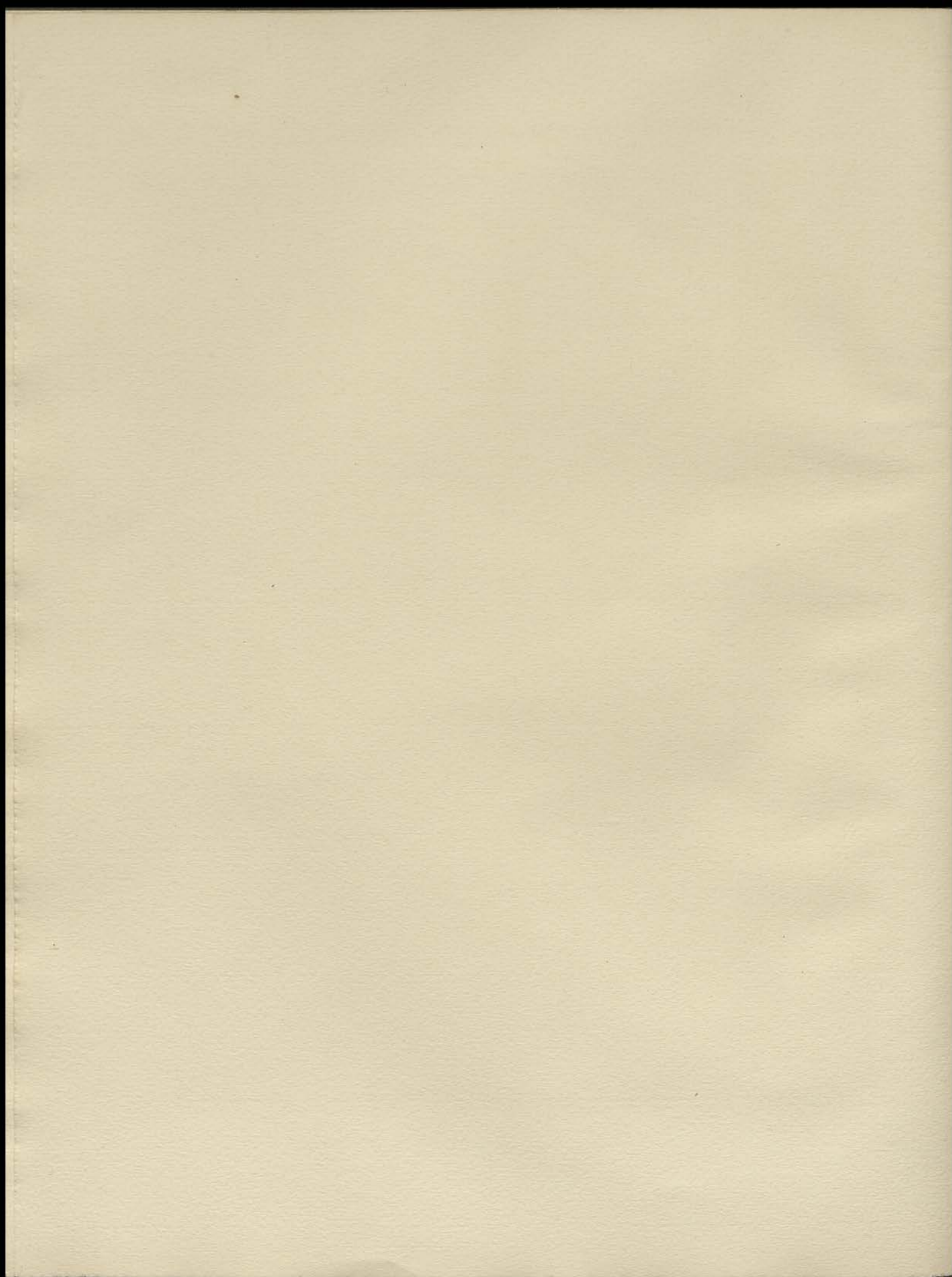


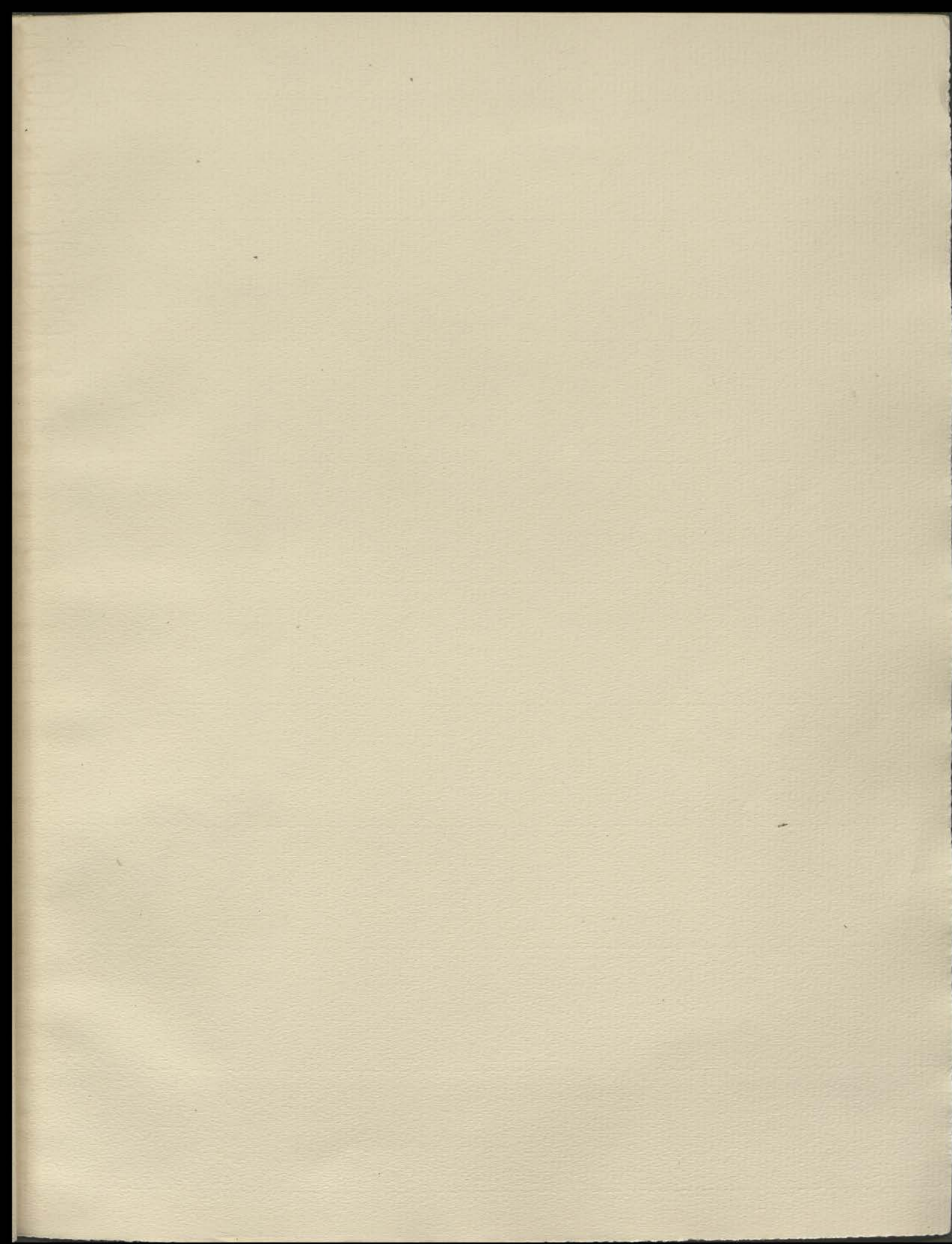


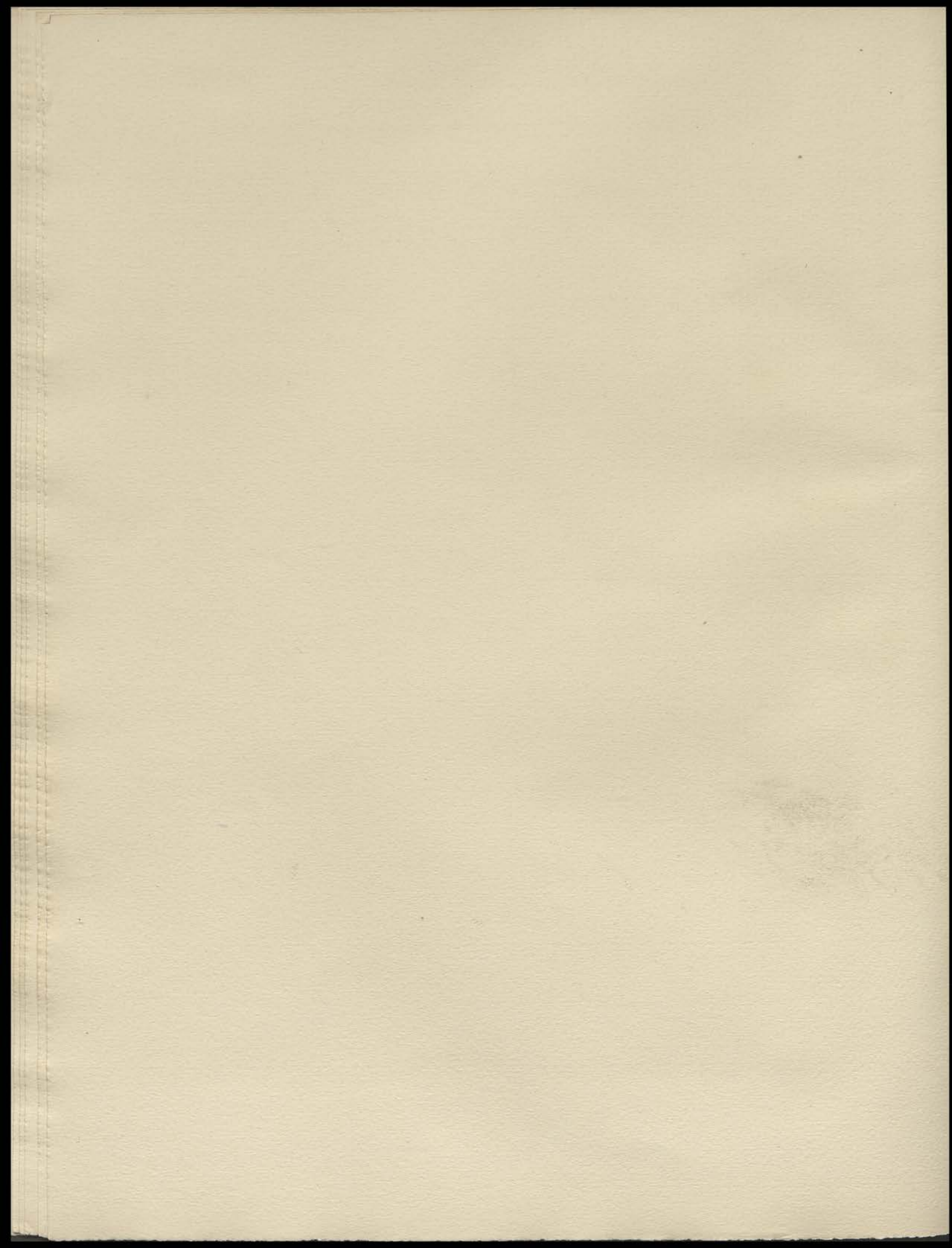


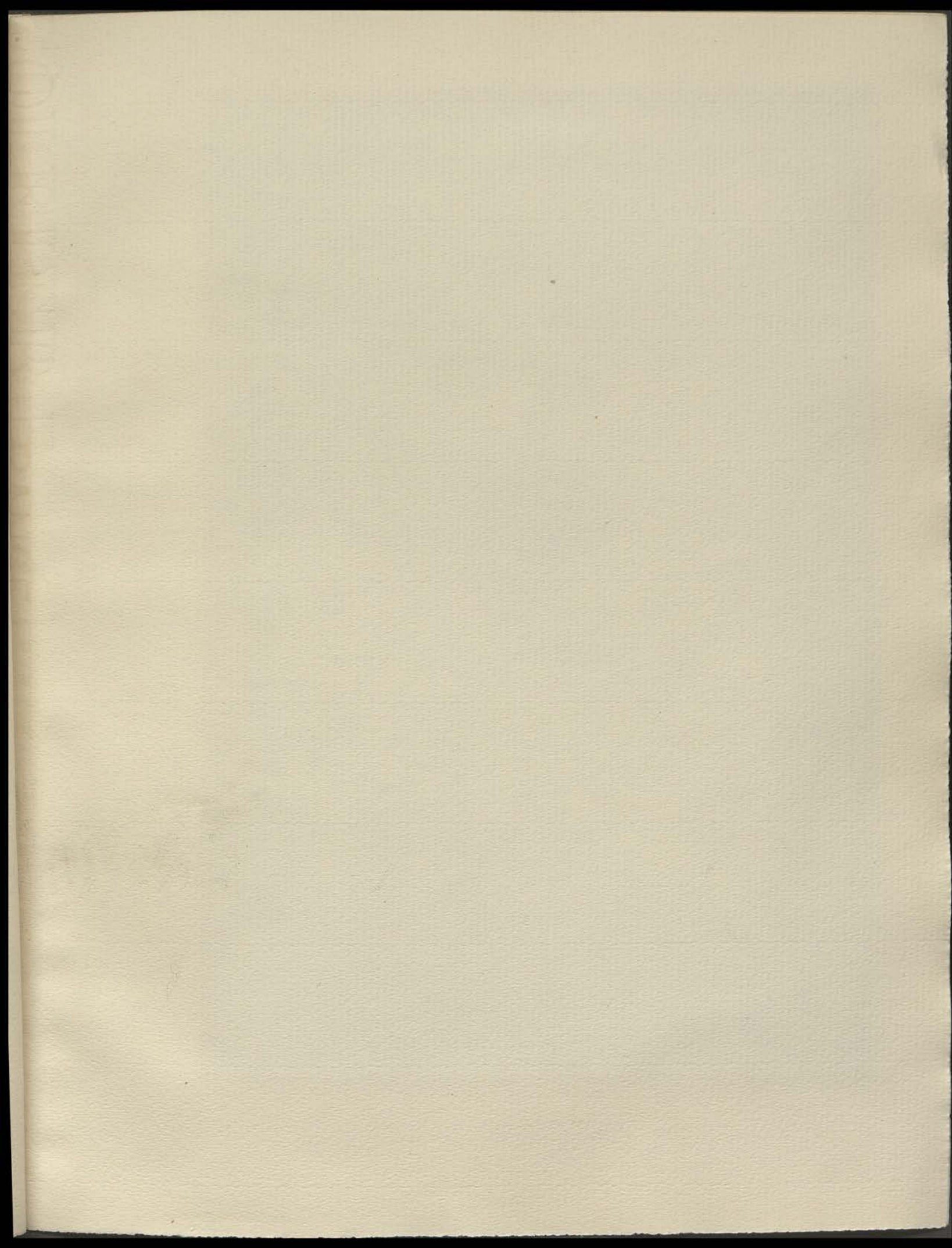


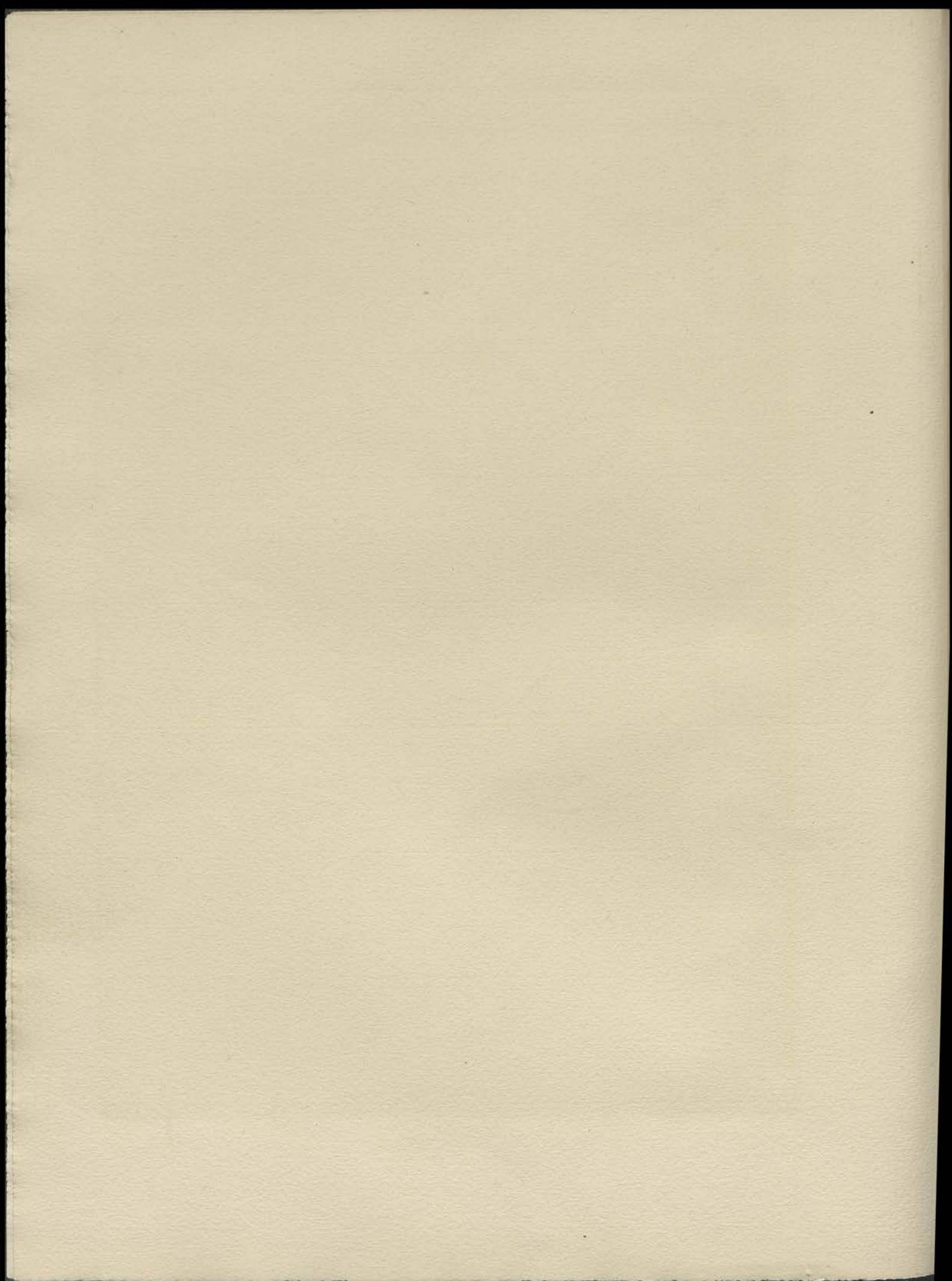












WHEATLAND,

—✧ MONROE COUNTY, NEW YORK. ✧—

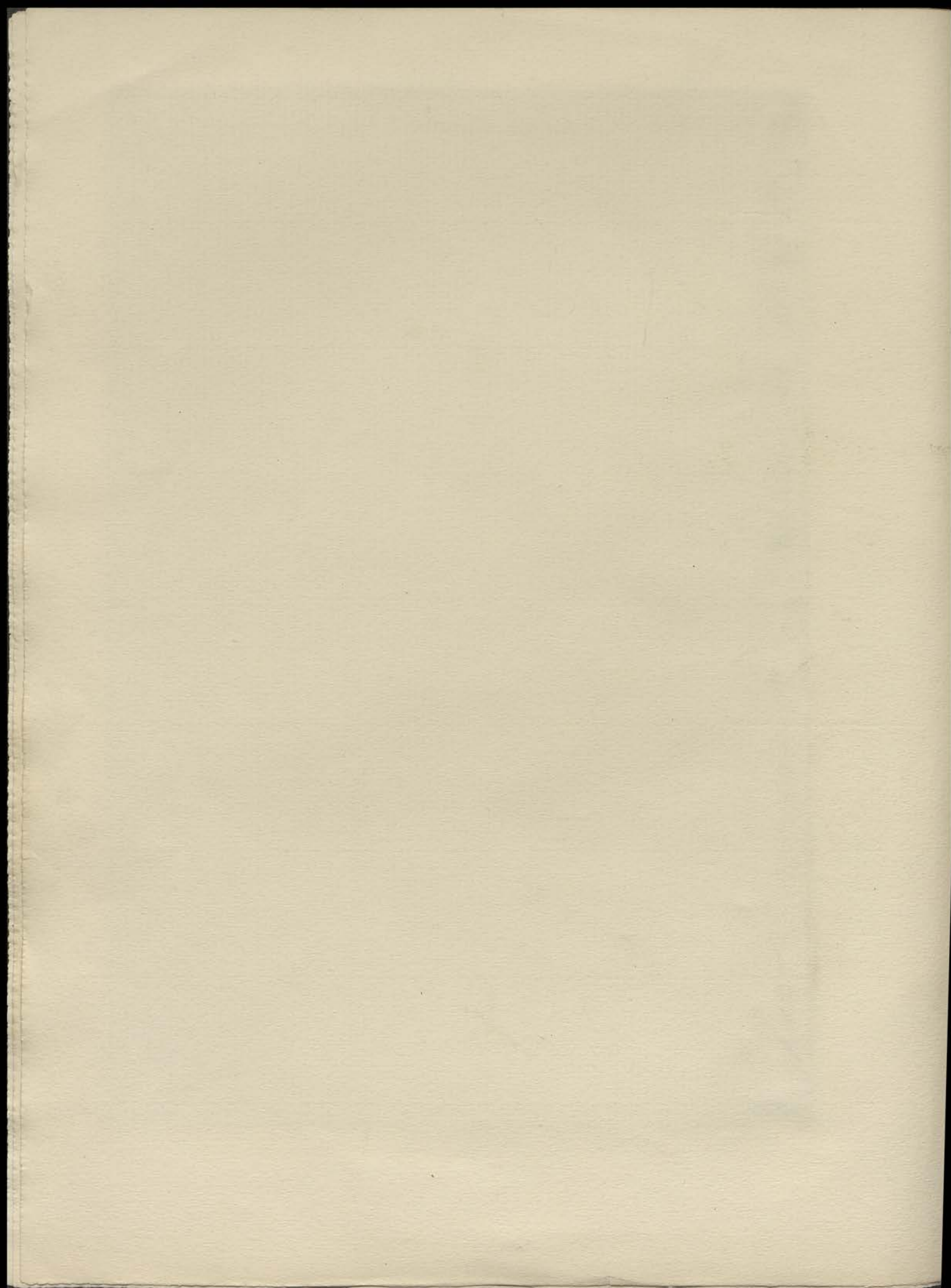


A BRIEF SKETCH OF ITS HISTORY,

BY

GEORGE E. SLOCUM.

1908.





WHEATLAND,

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A BRIEF SKETCH OF ITS HISTORY,

BY

GEORGE E. SLOCUM.



PRINTED BY

ISAAC VAN HOOSER,

SCOTTSVILLE, N. Y.

1908.



Three hundred and fifty copies of this work have been printed
for subscribers, by permission of the author's sons.

This copy is No.12/.....

I took two copies of this work to Mr. Mason
and had him cut them and dry mount them.

Main 7376

Established 1920

Rochester, N. Y., Mar. 10 1934

Mr. Geo. J. Skivington

To J. S. MASON Dr.
Photo Finishing Specialist - Since 1920

ENLARGING COPYING LANTERN SLIDES PHOTO FINISHING

32 Exchange Street

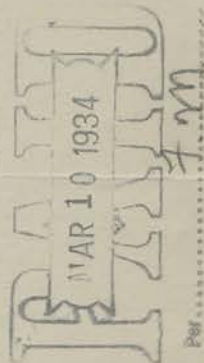
Rochester, N. Y.

Dry mounting book leaves

12 5x7 single weight prints

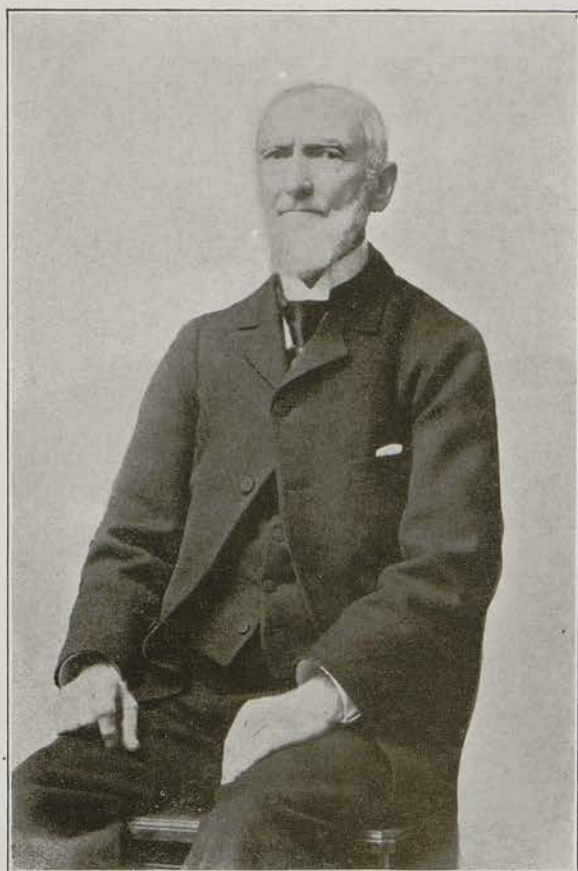
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J. S. MASON

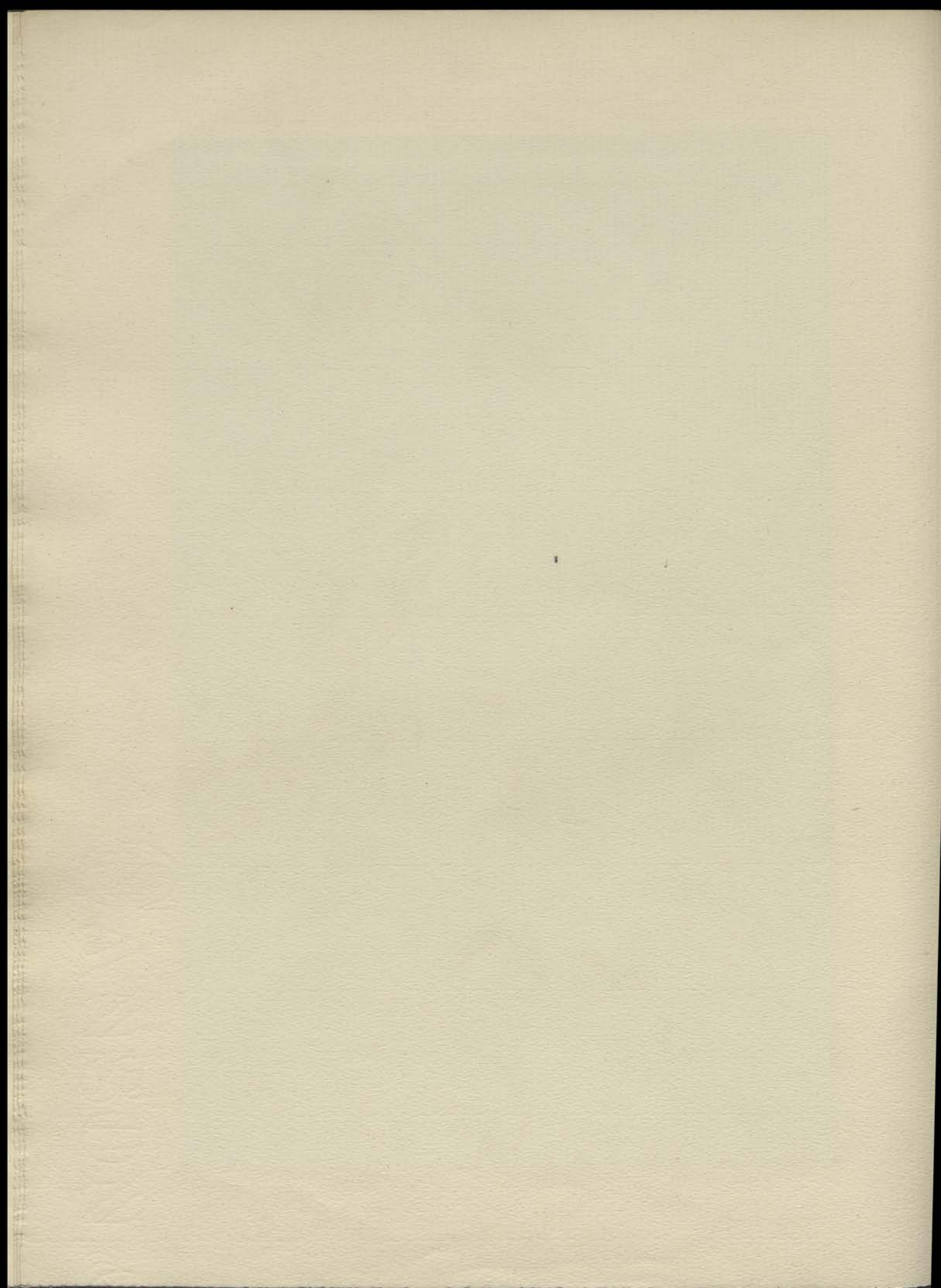


8	50
1	20
9	70

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LIBRARY



Chas. E. Stevens



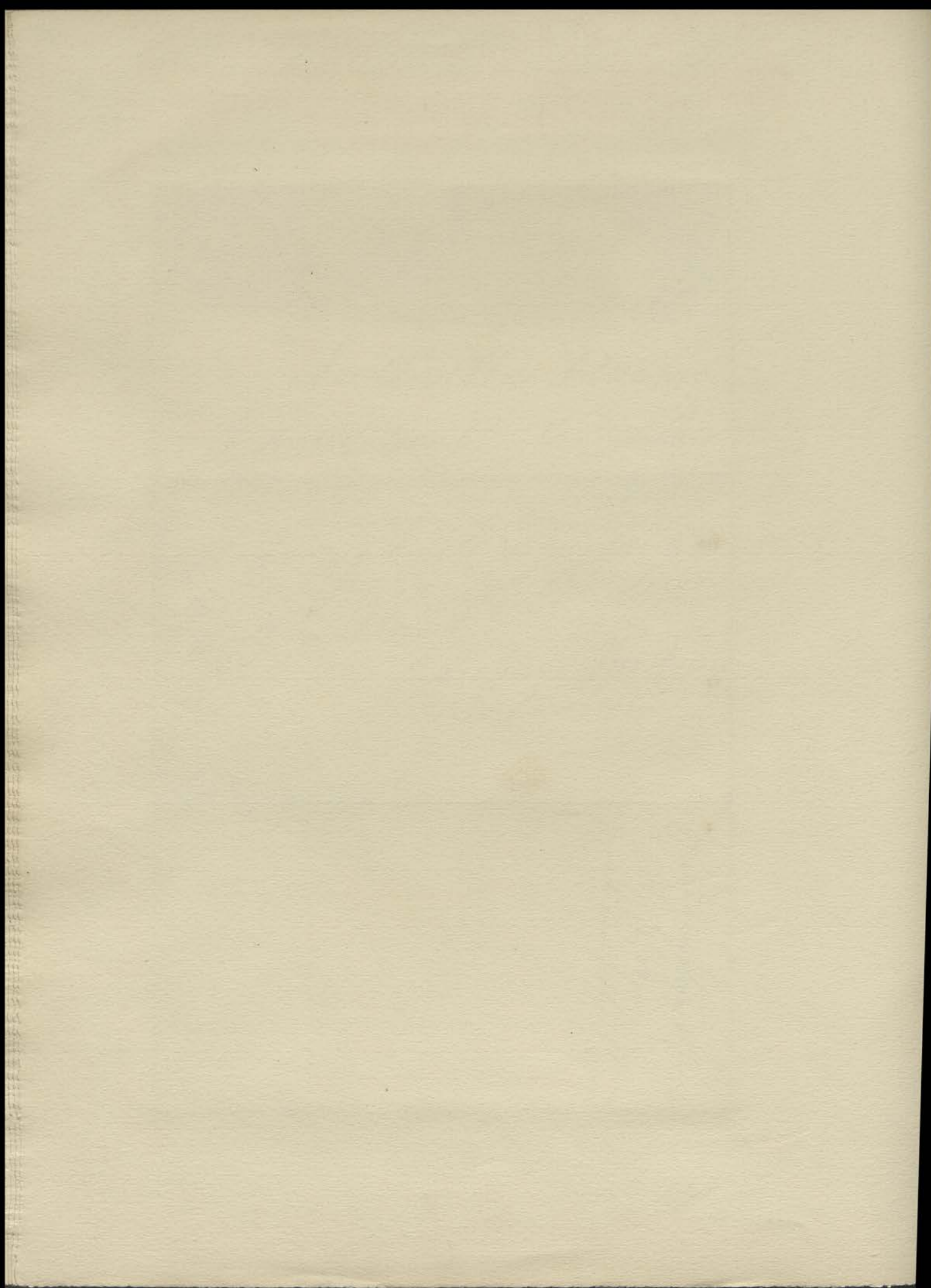
Scottdale, Feb. 11 1828

J. Julian McLean, Esq

Dear Sir:-

I hereby
tender my resignation of the office
of Justice of the Peace, of this town.

Respectfully Yours
Geo. E. Stoddard



SCOT

* WAG
ANI

Edmond.

Apr 26th To
" " " 1
July 6th To

Note \$ 43.50

578
72
443

Scottsville, N. Y., October 26 1887

Received from Emma F. Leary

Thirty Dollars

To be enclosed on note & c/o, on which action is commenced. Said action to be discontinued \$20 E. Stocum

\$30.

G. E. & L. M. STOCUM,
DEALERS IN
Stoves, Ranges and General Hardware.

Scoville

ORKS.

AGES
NTS,

188

40 90⁴
70
350
\$ 5,150

\$ 45.90
~~51.05~~
72
~~50.30~~

SCOTTSVILLE AGRICULTURAL WORKS.

OFFICE OF

Geo. F. Slocum,

MANUFACTURER AND DEALER IN

* WAGONS, * CARRIAGES *

AND AGRICULTURAL IMPLEMENTS,

Scottsville, N. Y.

188

Edward L. Lacey, 1887

Apr 26 th To 2 No. 5 Point	90 ⁴
" " " 1 Strip ^{3rd} & 2 Joiner Point ⁴⁰	75
July 6 th To 7 Hours work on Mower	35.0
	<u>\$ 5.15</u>

Note \$ 43.30	Interest \$ 2.60	
	<u>2.60</u>	\$ 45.90
		<u>51.05</u>

Cr. Oct 11 1887

578
<u>72</u>
443

72
<u>50.38</u>

Recd payment
L. E. Slocum

Scotsville Oct 26 1887

Edward F. Hoagy
Oct 1887

Seattsaville, N. Y., Oct 18th 1887

Mr E F Lacy

T. G. E. & L. M. SLOCUM, Dr.

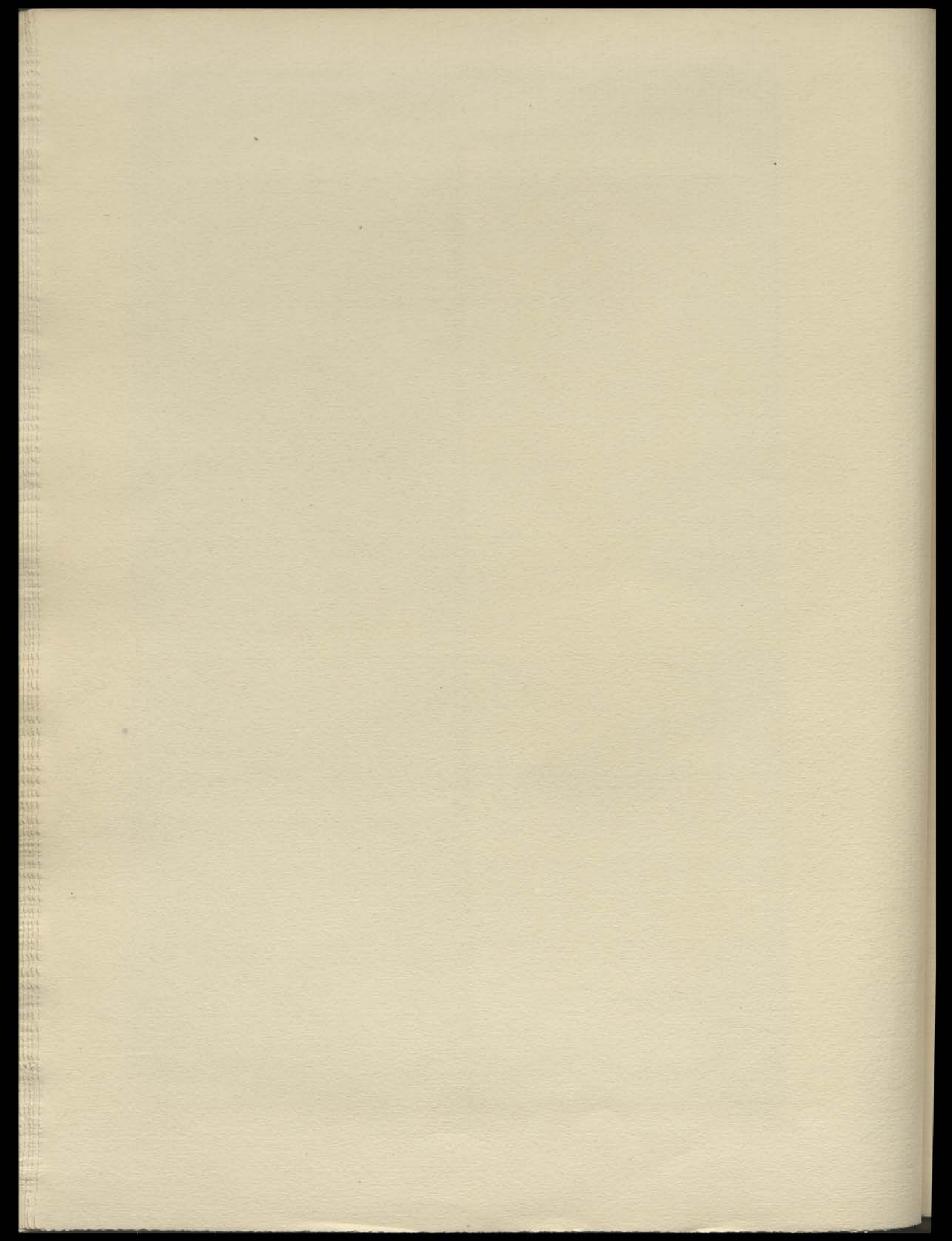
DEALERS IN

STOVES, RANGES, PUMPS AND HARDWARE
OF EVERY DESCRIPTION.

Dec	14 ⁸⁶	1 m 8 Huron TB Pipe	800
		1 6 in Elbow	25-
	27	1 6 in Damper	25-
Jan	4 ⁸⁷	1 Taper File	10
	14	1 Saw Handle	20
		Rep Reservoir	15-
	22	1 Buck Saw	100
Feb	26	5 th 10 th Nls	18
Apr	14	5 th 8 th 7 th 10 th Nls	40
		1 th Spike	04
	16	1 Fire back 8 Hfams	125-
		1 th Nls	04
	27	1 L. H Spade	75-
	29	3 Bolts 1/2 X 5 1/2	15-
May	4	1 th Slaps	07
	12	1 L. H Spade	75-
	14	30 Steel Drag Teeth	300
	23	11 Bolts 3/8 X 5	33
		1 th Nls 5 2 Bits 20	28
		2 Bits 30 & 35-	65-
	24	Nails 05 Bolt 05	10
	28	9 Drag Teeth	90
July	18	1 Hoe	35-
		8 th Nls	
			<u>12</u>
			1928

Received Payment

G E T S M Slocum



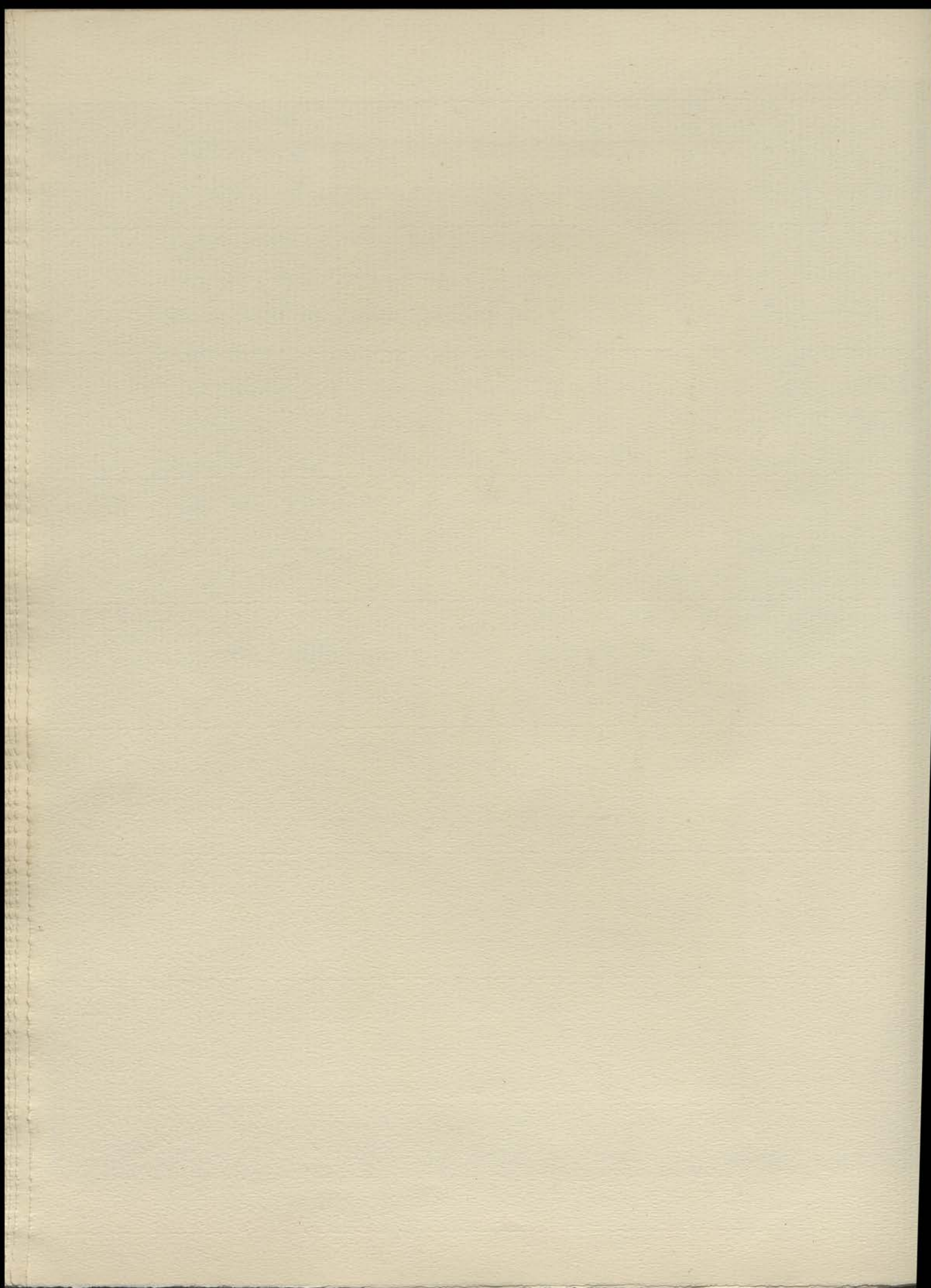
At a meeting of the Commissioners
of the Seaside Fire District, held April
6th 1884 present Com. Salinas, Meek,
and Stearns. On Motion Com. Stearns
was elected chairman.

Motion was made by Com. Salinas, that
the annual meeting for the election
of Fire Commissioners be adjourned to
April 20, from 1 to 4 o'clock P.M. at
the fire house. Motion carried.

It was further resolved, that notices
of the election be posted; - that the
Officers of the District make their annual
report at the adjourned meeting, and
that an inventory of the property of the
Department be taken and placed on
record for our successors.

On Motion Meeting adjourned
Geo. E. Stearns

Chm



No. _____ No. Way Bill, 315 _____ Jan'y 21 1881

Received, Jan'y 21 1881, from The Rochester and State Line Railway,

SILVANUS J. MACY, Receiver.

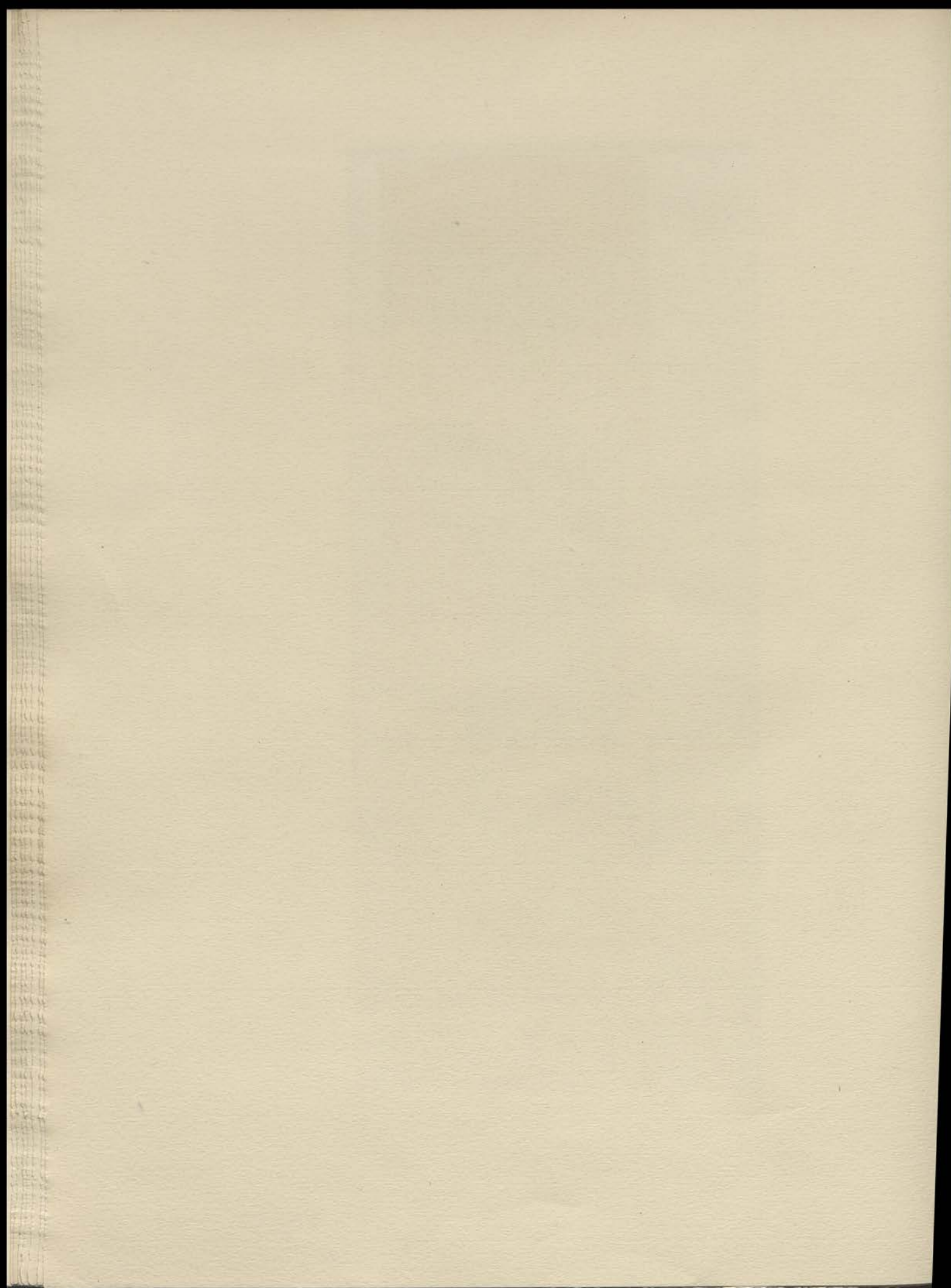
the following packages from Rochester in good order. Marked:
G. E. Stocum

12 Cast Rumps } 320
1 Close Roll

See full charges, 65

Car. No. _____

Geo. E. Stocum

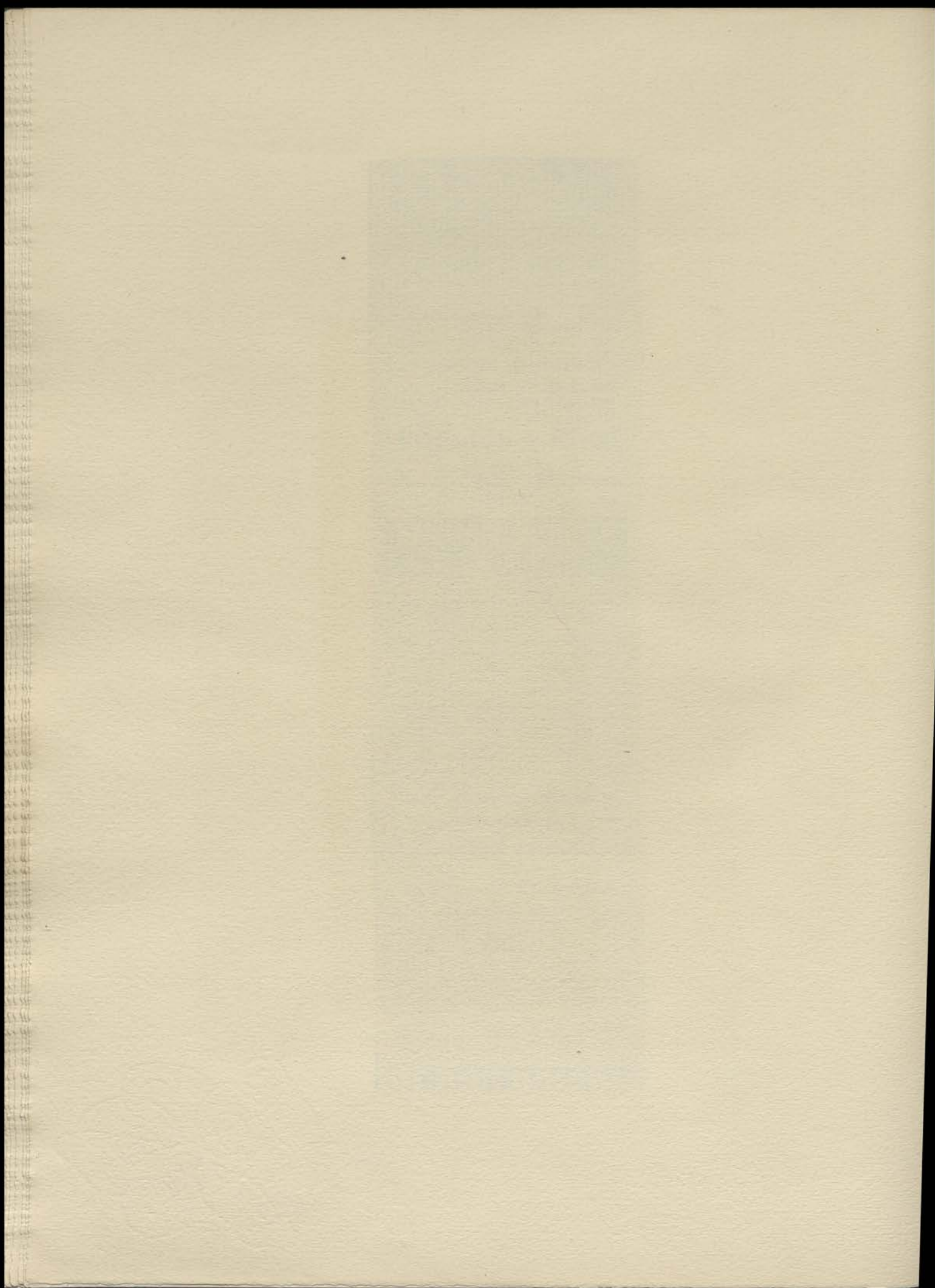


9

**Golden Wedding Anniversary of Mr. and
Mrs. George Slocum Celebrated.**

One of those thoroughly enjoyable social occasions which can only occur once in a lifetime was that celebrated at the home of Mr. and Mrs. George E. Slocum, at Scottsville, yesterday, in honor of their golden wedding anniversary. Fifty years of happy married life is the exception rather than the rule. George E. Slocum and Lydia Fort were united in marriage at Fabius, Onondaga county, December 27, 1848. They settled in Scottsville in May, 1849, and have resided there ever since. By untiring industry and frugality a successful business has been built up, in which the principle of fair dealing has always been shown. Aside from the conceded business qualifications of Mr. Slocum, there has always been found time for literary pursuits. He has always kept posted on the current topics of the day, is well informed on history, and is considered the best authority on town, county and state matters. He is one of the few charter members of the Scottsville Literary Society, organized twenty-seven years ago, was the honored speaker and historian at the recent centennial town celebration and in all the offices held in the town has proved an able and wise counselor and efficient public servant. Four sons have blessed the union, Earl H. and G. Fort Slocum, both well-known citizens of Rochester; Leroy M., of Scottsville, who has succeeded his father in the hardware business at Scottsville, and Mors. O. Slocum, connected with the Western Electric Company, of Chicago.

All of these were present at the celebration, besides a large number of grand-children, nephews, nieces, cousins, etc., from different sections of the state. Covers were laid for thirty-one at 2:30 P. M., and after a full discussion of the good things prepared by the hostess, Rev. Richard Searing, rector of Grace Episcopal Church, Scottsville, delivered an appropriate address of congratulation to the couple and concluded with an original poem composed for the occasion. Informal addresses were also delivered by the host of the day; by G. Fort Slocum, of Rochester; James B. Lewis, of Scottsville; Professor John P. Slocum, of Nunda, and Mors. O. Slocum, of Chicago. A good deal of merriment was occasioned by the receipt of a telegram from an old friend in Canandaigua, reading as follows: "Congratulations. Question, Is marriage a failure?" and the response to the question in the speech of the host. The company was also entertained by songs and recitations by a four-year-old granddaughter. In the evening an informal reception was held from 7 to 10 o'clock, when a large number of neighbors, friends and citizens of the town called to offer congratulations.



16

MRS. GEORGE E. SLOCUM.

Long-Time Resident of Scottsville Dies a

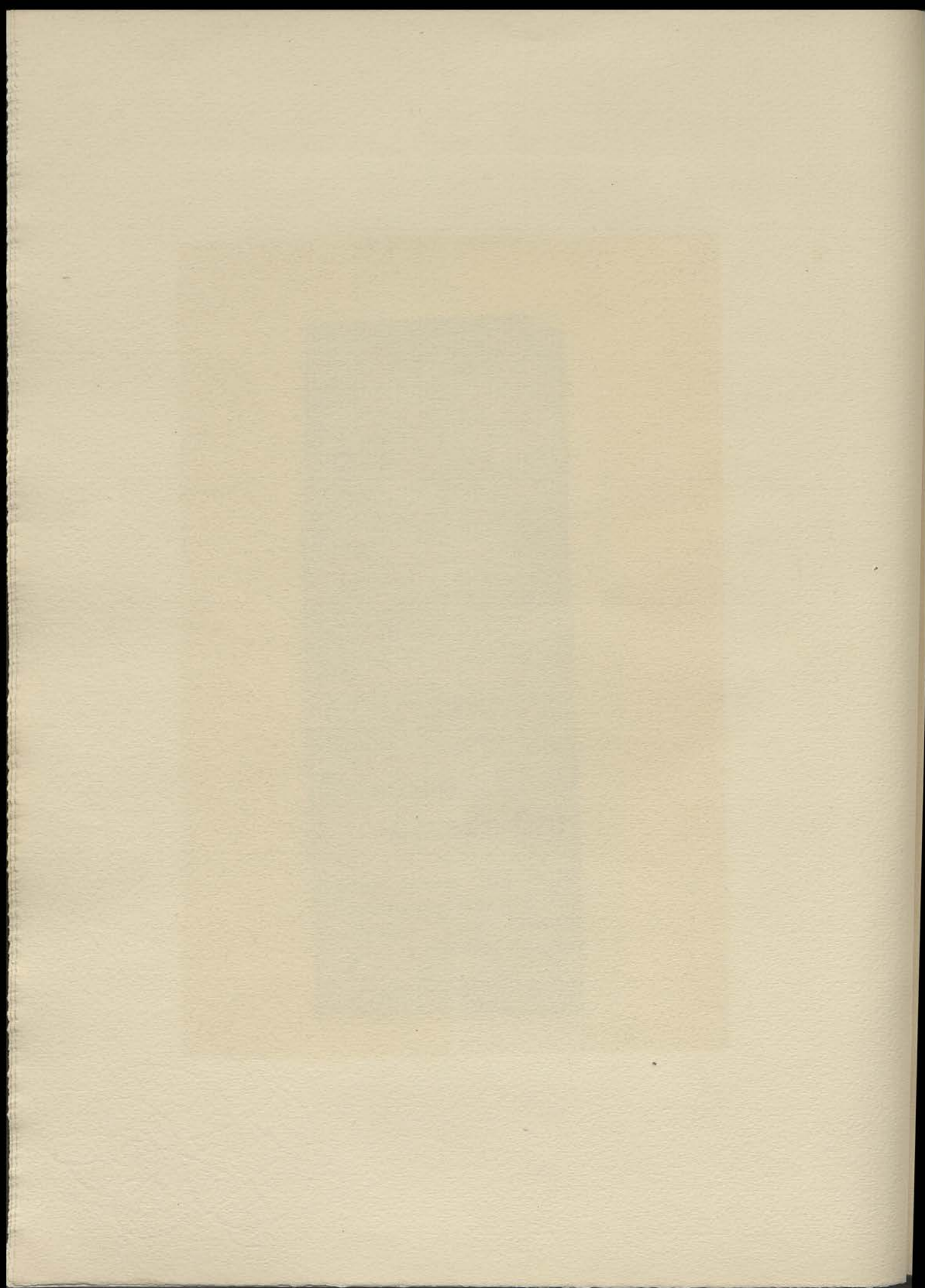
April 21 Her Home. *1904.*

Mrs. George E. Slocum, of Scottsville died at her residence early yesterday morning. Her maiden name was Lydia A. Fort and she was a daughter of Garrett Fort. She was born at Fabius, Onondaga county, on June 10, 1829. December 27, 1848, she was married to George E. Slocum, and in April, 1849, with him moved to Scottsville, where they have since resided.

Mrs. Slocum inherited from her Dutch ancestry those qualities of mind and body which made her an energetic, active, sincere and kindly woman. She was a true wife, a noble mother, a kind friend and an active factor in the social life of the community in which she lived. She was a communicant of Grace Church, Scottsville, in the work of which church she was deeply interested. As the president of the Woman's Guild of Grace Church, which office she held for many years, she proved a tactful and successful leader.

Mrs. Slocum leaves her husband, George E. Slocum, a brother of the late Major-General H. W. Slocum, and four sons, Earl H. Slocum, special deputy county clerk, of this city; G. Fort Slocum, deputy attorney-general, of this city; LeRoy M. Slocum, a dealer in hardware, of Scottsville, and Mors O. Slocum, of the Western Electric Company, of Chicago. All four of these sons had the privilege of returning to the old home to see their mother during her last sickness.

The funeral services will be held in Grace Church, Scottsville, this afternoon at 5 o'clock, the rector, rev. Richard C. Searing, officiating. Interment will be at Oatka cemetery. Friends of the family desiring to attend the funeral can leave Rochester on the 4 o'clock train of the Buffalo, Rochester & Pittsburg Road, and reach Scottsville in ample time to attend the services at the church, which is only a short distance from the station, and be able to return to Rochester the same evening.



OLD RESIDENT OF SCOTTSVILLE

DEATH TUESDAY NIGHT OF
GEORGE E. SLOCUM.

SETTLED IN SCOTTSVILLE IN 1849

Mr. Slocum Was Born in Delphi,
Onondaga County, 1824—Student
of Local History—One of Found-
ers of Scottsville Literary Society

Nov. 13-1906
Scottsville, Nov. 14.—George Engs. Slocum, for nearly sixty years a resident of the village of Scottsville, died at his residence here on Tuesday evening, after an illness of about ten days.

Mr. Slocum was born in the town of Delphi, Onondaga county, N. Y., June 20, 1824. He came from Onondaga county to Rochester by canal in 1841, and worked at his trade as tinsmith there until 1849. He was married to Lydia Ann Fort at Fabius, Onondaga county, in 1848, and immediately after their marriage he returned to Rochester with her.

In 1849, wishing to engage in business on his own account, he and his wife with their belongings took a packet boat on the Genesee Valley canal, and came to Scottsville, where they settled and he opened a hardware store, and from that time to the time of his death his life is intermingled with the life of the village of Scottsville and the town of Wheatland. He was a conservative business man, continuing his hardware business in Scottsville until a few years since, when he transferred the same to his son, Leroy M. Slocum.

Mr. Slocum was an active Republican in politics, but he never held office except as assessor of the town of Wheatland for several years and school district clerk of the Scottsville district for many years. He was peculiarly a student of history, and was interested in gathering together the facts that came to his notice concerning the early development of the vicinity in which he lived, and through his acquaint-

ance with the early pioneers of Wheatland and careful reading he was able to gather very much interesting and valuable matter pertaining to the history of this locality. These facts were methodically digested by him, and made him the best informed citizen of the town in regard to its early history.

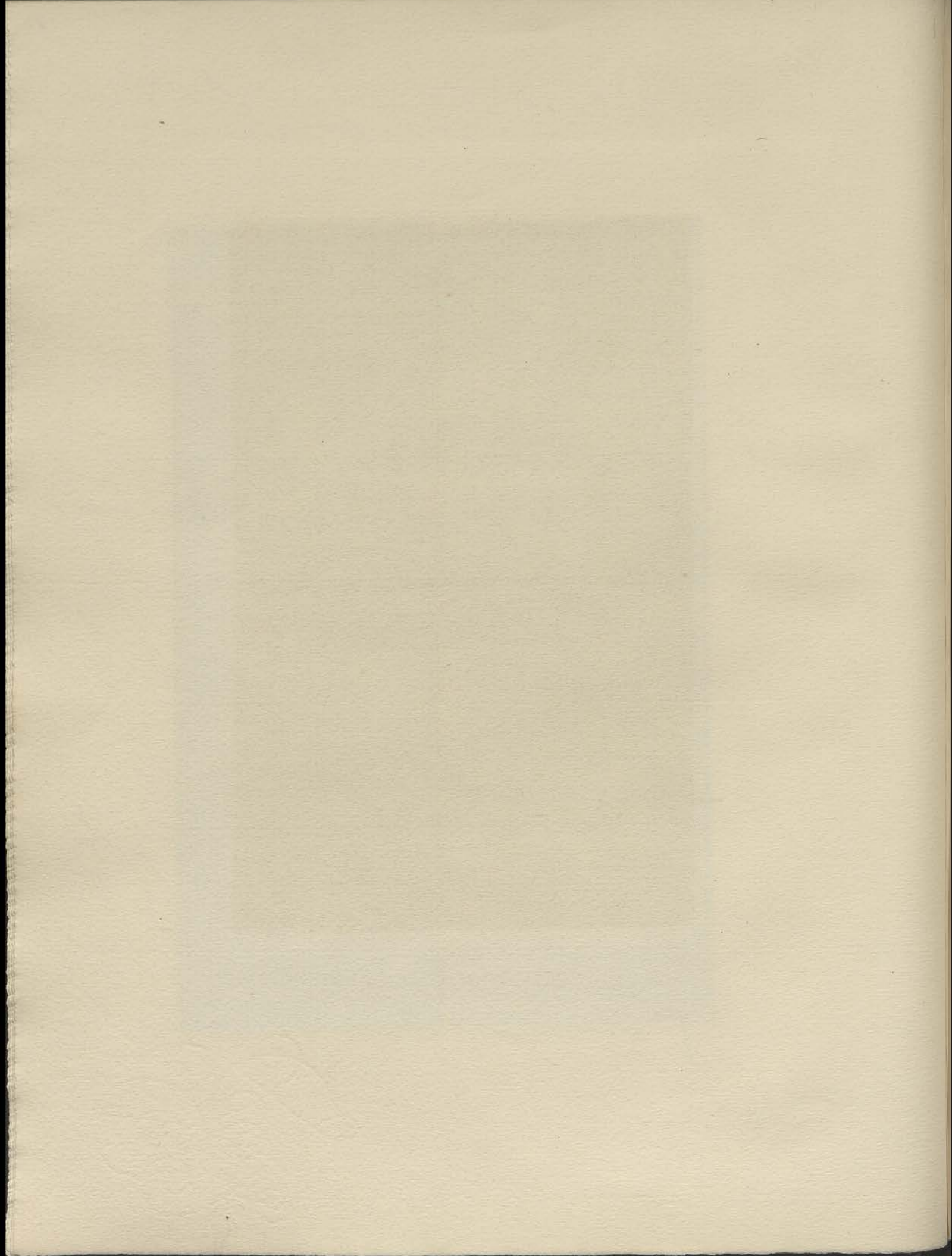
In September, 1889, at the time of the celebration of the hundredth anniversary of the first settlement in Wheatland, Mr. Slocum delivered the historical address. Although an active busy business man, Mr. Slocum gave considerable attention to the reading of books and the acquirement of general knowledge. In 1871 he was one of the founders of the Scottsville Literary Society, which has since that time continued to be a potent organization in the general social and literary life of Scottsville.

Into this Mr. Slocum threw all of his energy, from time to time delivering addresses or reading articles prepared for the society. While not an orator, he was a convincing, interesting speaker. His work was always well done before presenting it to the society, and its manner of presentation was very effective. Two publications were issued by the Scottsville Literary Society, prepared by him, upon subjects of local interest. Mr. Slocum was a man of kindly heart, avoiding the antagonisms of life as much as possible, and seeking to enjoy with his friends and neighbors the friendly amenities of life.

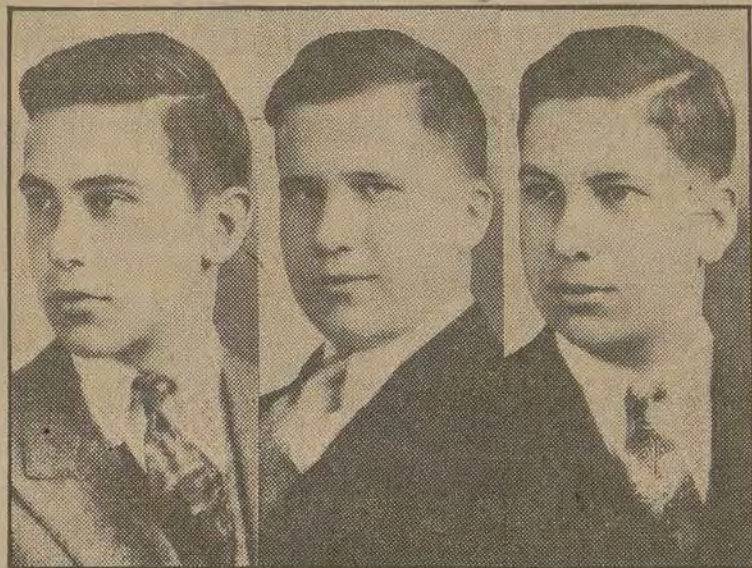
Upon the organization of Grace Church, Scottsville, in 1885, Mr. Slocum identified himself as a member of its congregation, and subsequently became a member of its vestry, and for some time was the clerk of the same. He retained his position in the vestry until he requested to be relieved from the responsibilities of the office. He was a member of the Rochester Historical Society, taking great interest in its work in perpetuating and preserving the early history of this portion of the state.

He and his wife enjoyed more than fifty-five years of married life. Mrs. Slocum died at Scottsville on the 22d day of April, 1904. He leaves four sons, Earl H., George Fort Slocum of this city, Leroy M. Slocum of Scottsville and Mors O. Slocum of Chicago, Ill.

The funeral service will be held on Friday, at 2 o'clock P. M., from the family residence, Rev. Richard C. Searling, rector of Grace Church, Scottsville, officiating. Interment will be at Oatka Cemetery.



Twins and Younger Brother Will Graduate at Scottsville Monday



From left: Theodore D., William H. and LeRoy M. Slocum, William and LeRoy are twins, 18, and Theodore is one year younger.

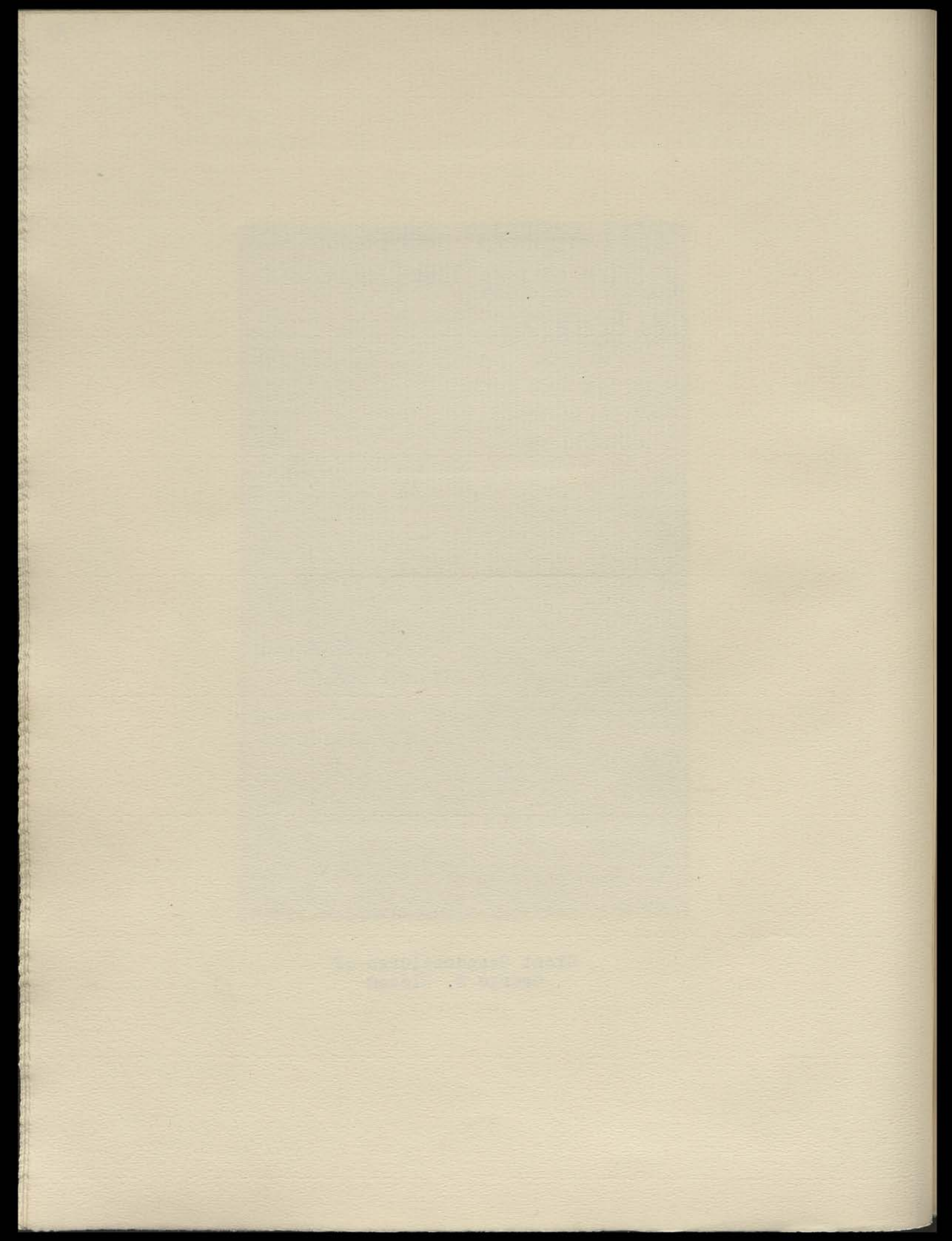
Scottsville, June 20—The family of Mr. and Mrs. LeRoy M. Slocum, Jr., of Second Street, will be well represented at the graduating exercises in the Scottsville High School Monday night, when the three sons of this couple will receive their diplomas.

Mr. and Mrs. Slocum have twin sons, William H. Slocum and LeRoy M. Slocum, 3d, 18 years old, and a younger son, Theodore D. Slocum, who is the twins junior by a year. Three sons from one family being graduated in the same class is a unique experience in the

history of the Scottsville High School.

The three Slocum brothers have participated in many activities in the school, and Theodore D., the youngest, is class valedictorian. All were members of the school band. The three boys will attend the Citizens' Military Training Camp at Fort Niagara during the Summer months. In the Fall William will enter Bucknell College. Theodore will matriculate at Cornell, where he intends to prepare for a medical course. LeRoy has not yet decided on a college.

Great Grandchildren of
George E. Slocum





The same three great grandchildren, and in the top picture, at least, they are in the same order.

William H[?](owe) was named after (Stearns)
Dr. Howe and the picture was
taken by Mrs. Dr. Howe.

THE [illegible]

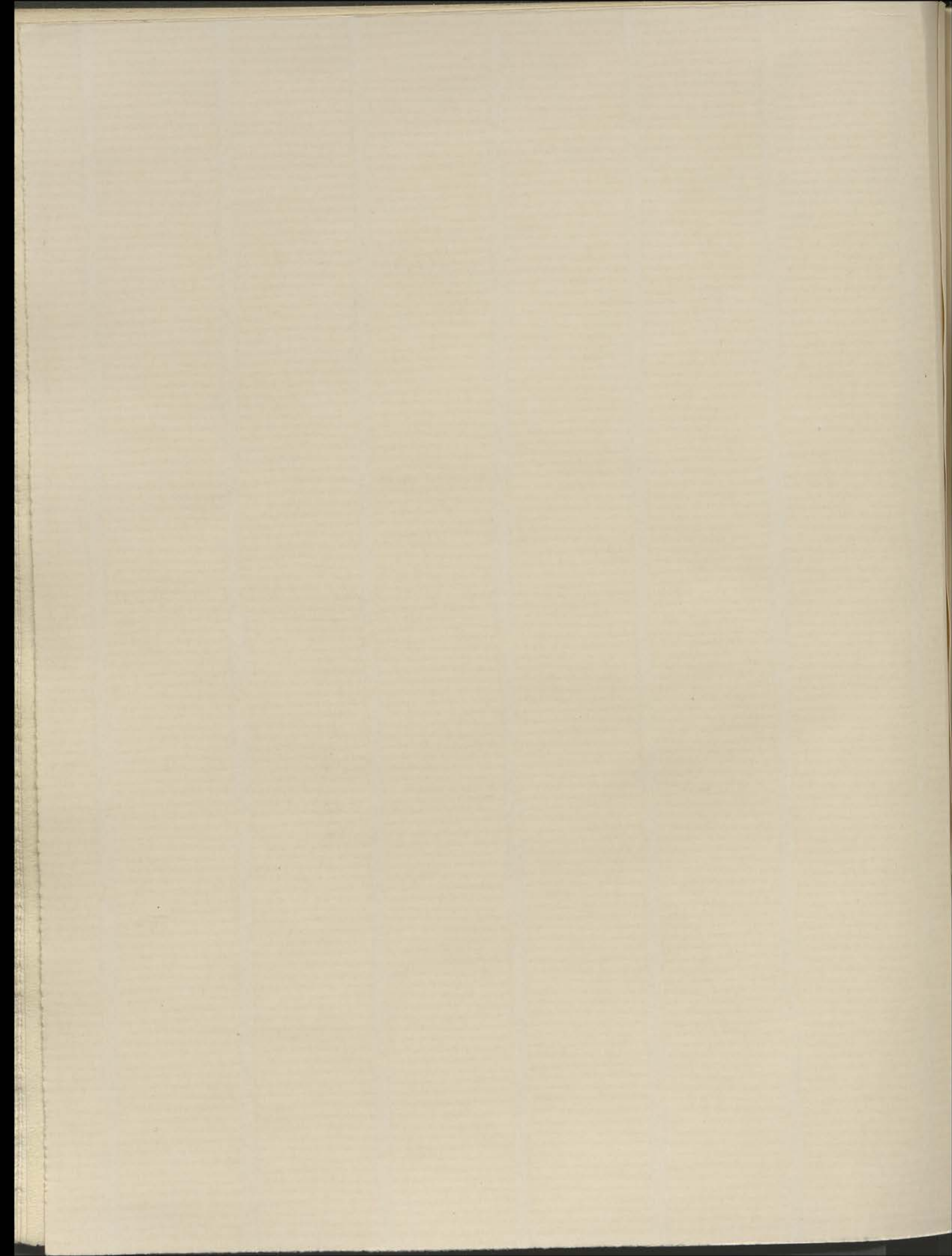


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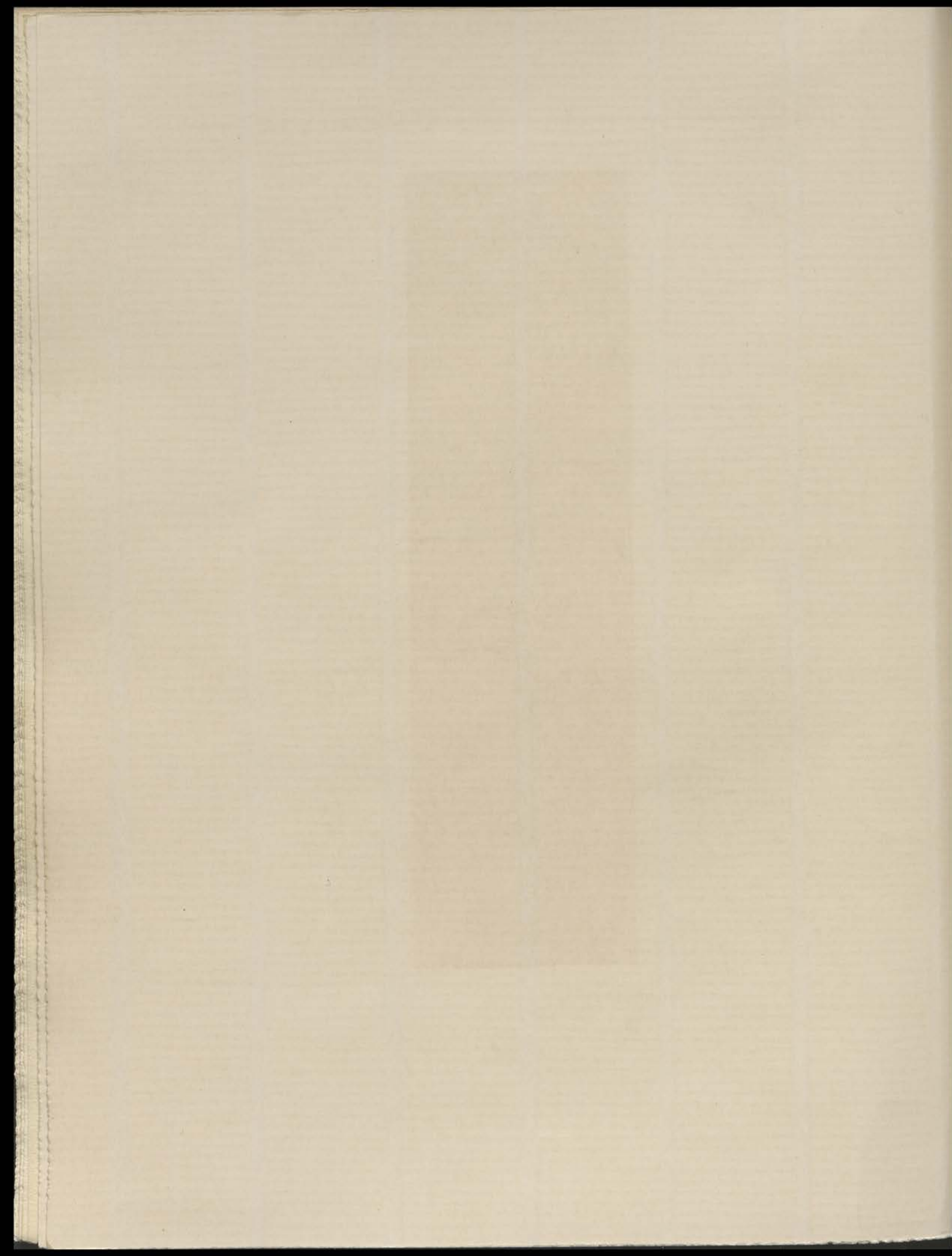
A. W. Storrs
Major, Genl. U. S. V.





HEADQUARTERS PARTY, SEPT. 20, 1902.

Seated on the front line, beginning on the left of the picture are-Adjutant General Henry, Major Richardson, General Webb, Governor Odell, General Sickles, Major Bradley, Mr. H. W. Slocum, Mr. Clarence R. Slocum, and Mr. Geo. E. Slocum.



16

G. F. SLOCUM, LAWYER HERE 50 YEARS, DIES

ste
9/9/39

Heart Attack Fatal To Prominent Democrat

George Fort Slocum, attorney here for more than 50 years and one time leading Democrat, was stricken with a heart attack and died as he alighted from a bus at Cambridge Street and Park Avenue yesterday (Sept. 8, 1939).

Mr. Slocum, who was 83 and resided at 58 Brighton St., was a former deputy attorney



general at Albany, serving in G. F. SLOCUM 1902 and 1903 while active in Democratic politics.

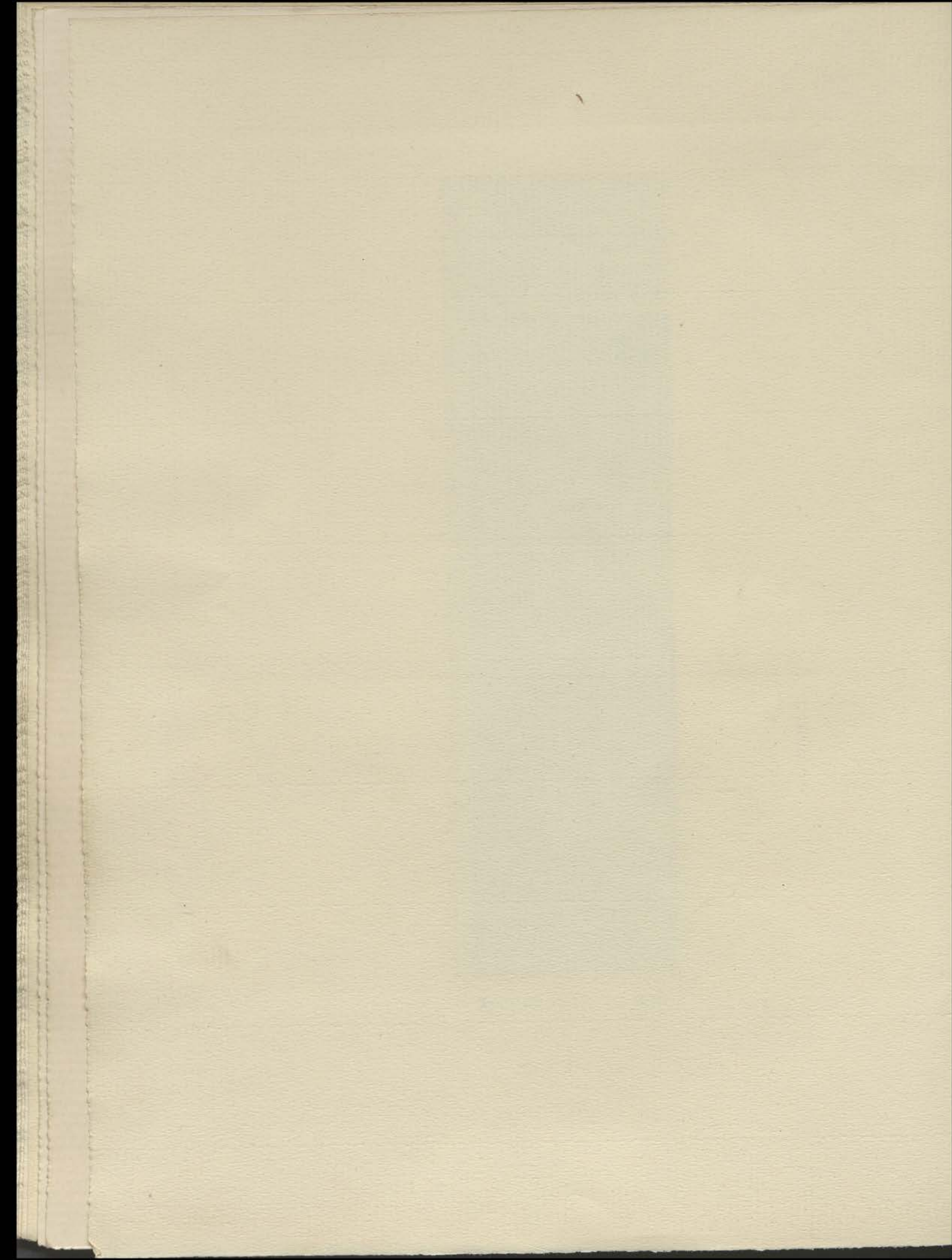
Born in Scottsville, he attended the grade school there and later Brockport Normal School. He was graduated from the University of Rochester, Class of 1878, and from Yale University Law School.

He was a member of the Rochester Bar Association and the City Club. Mr. Slocum would have celebrated his 59th wedding anniversary within a month.

He leaves his wife, Mable Hopper Slocum; three daughters, Mrs. Paul Judson of Kinderhook, N. Y., Mrs. Mary Sheil and Mrs. Ruth Brennan of Rochester; a brother, LeRoy Slocum of Scottsville, and 11 grandchildren.

Private funeral services will be conducted tomorrow.

Son of the Author





50-18

UNION TRUST COMPANY A

ROCHESTER, N.Y. *Dec 31* 192*8*

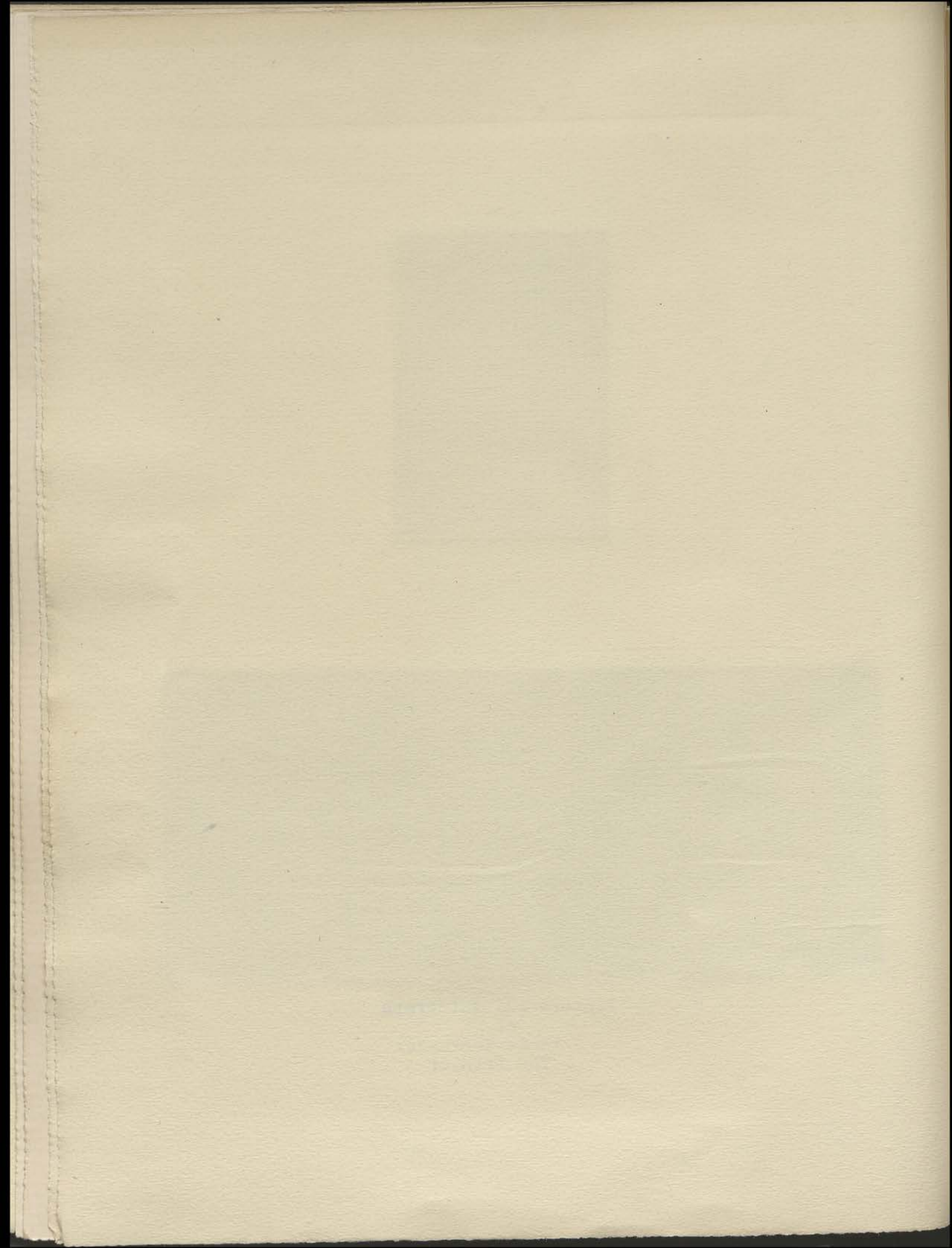
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TWENTY FOUR DOLLARS TWELVE CENTS AND 12/100 DOLLARS

No. *109* *Isaac Van Hooser*

UNION TRUST COMPANY, N.Y.

Picture and Autograph
of
Isaac VanHooser
The Printer



TO THE
SCOTTSVILLE LITERARY SOCIETY
whose inquiry into the early history of the village first awakened
an interest in the subject, and was the incentive
to further investigation,
this volume
is most respectfully dedicated
by the Author.

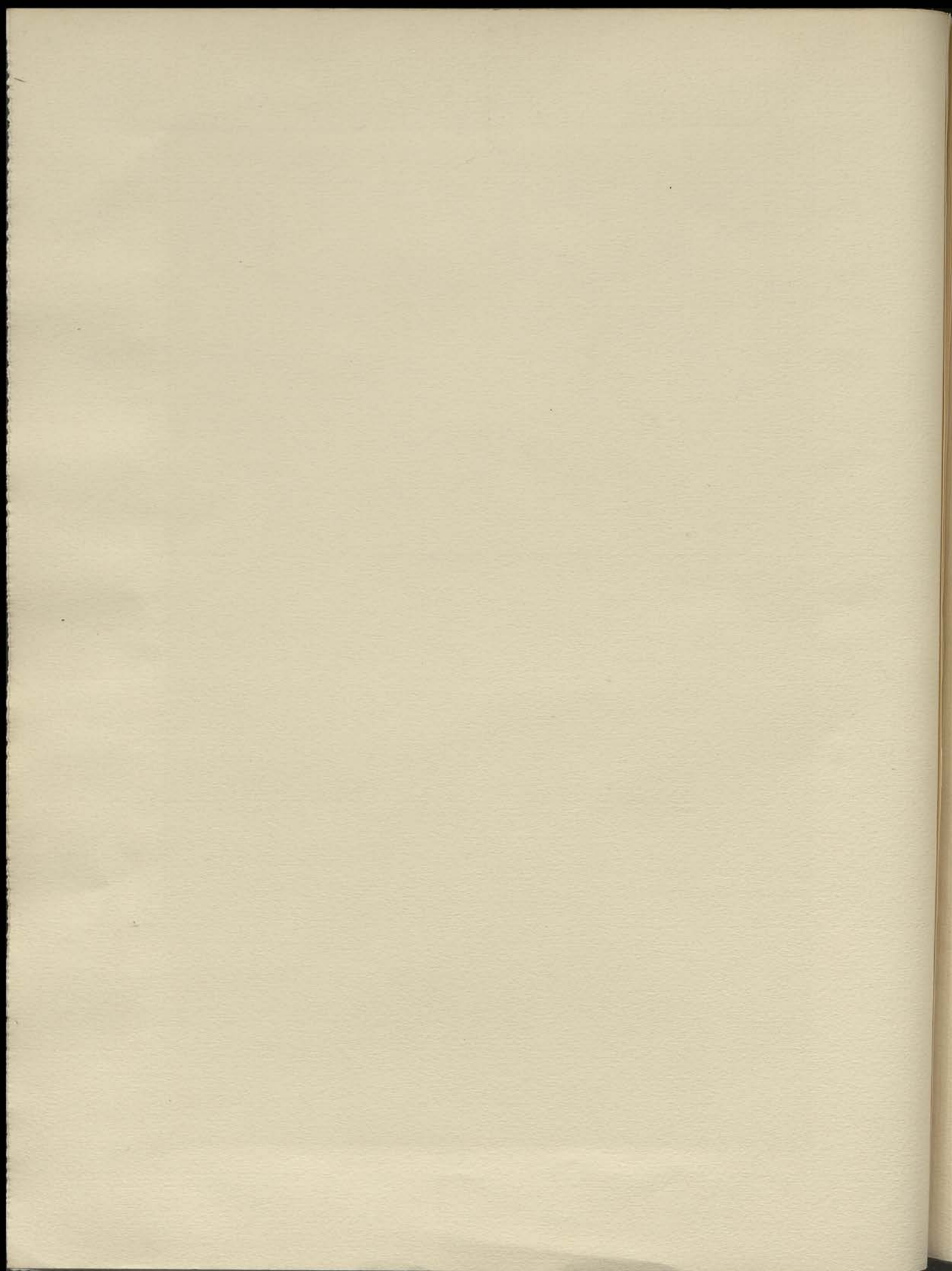
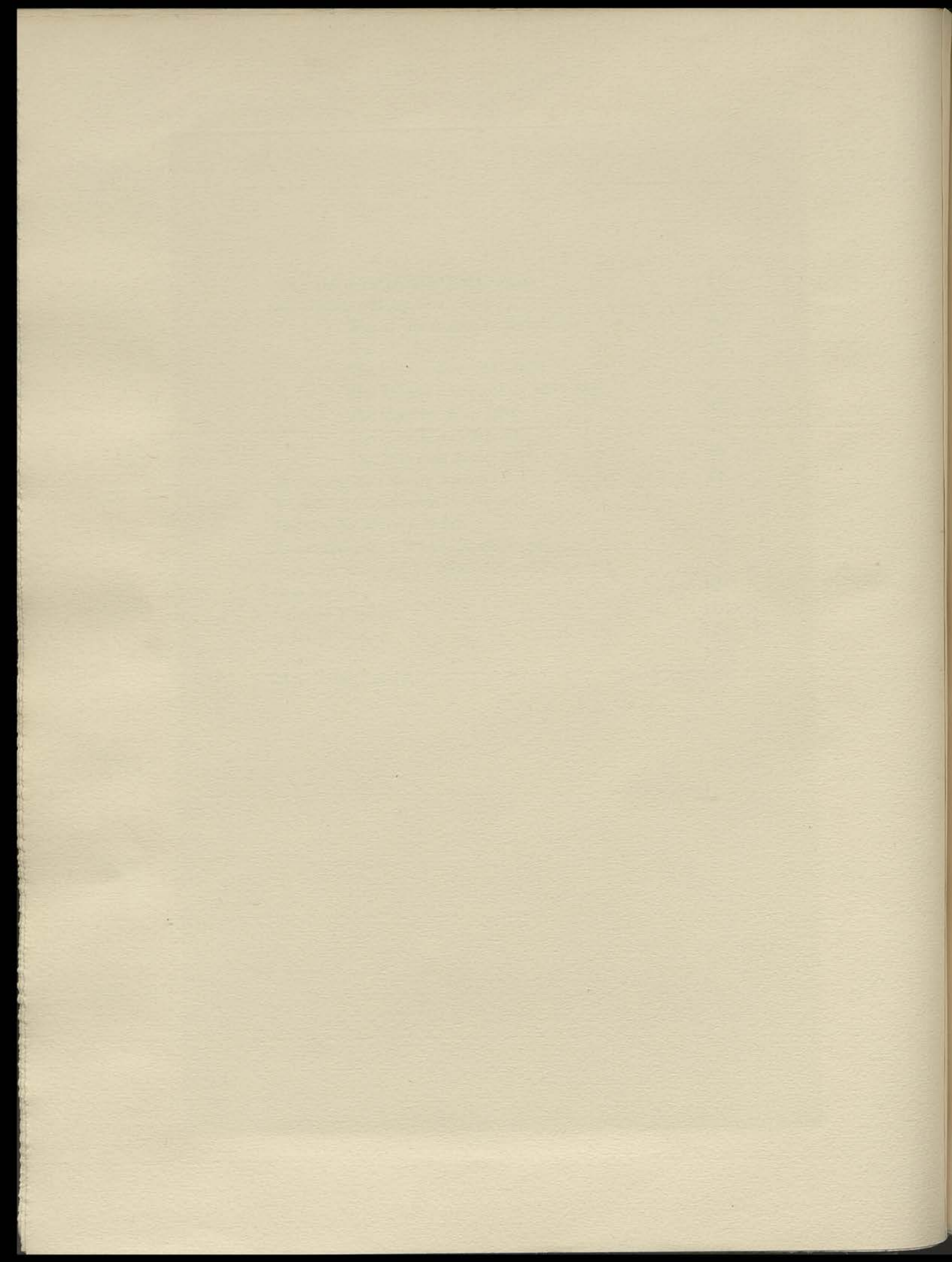
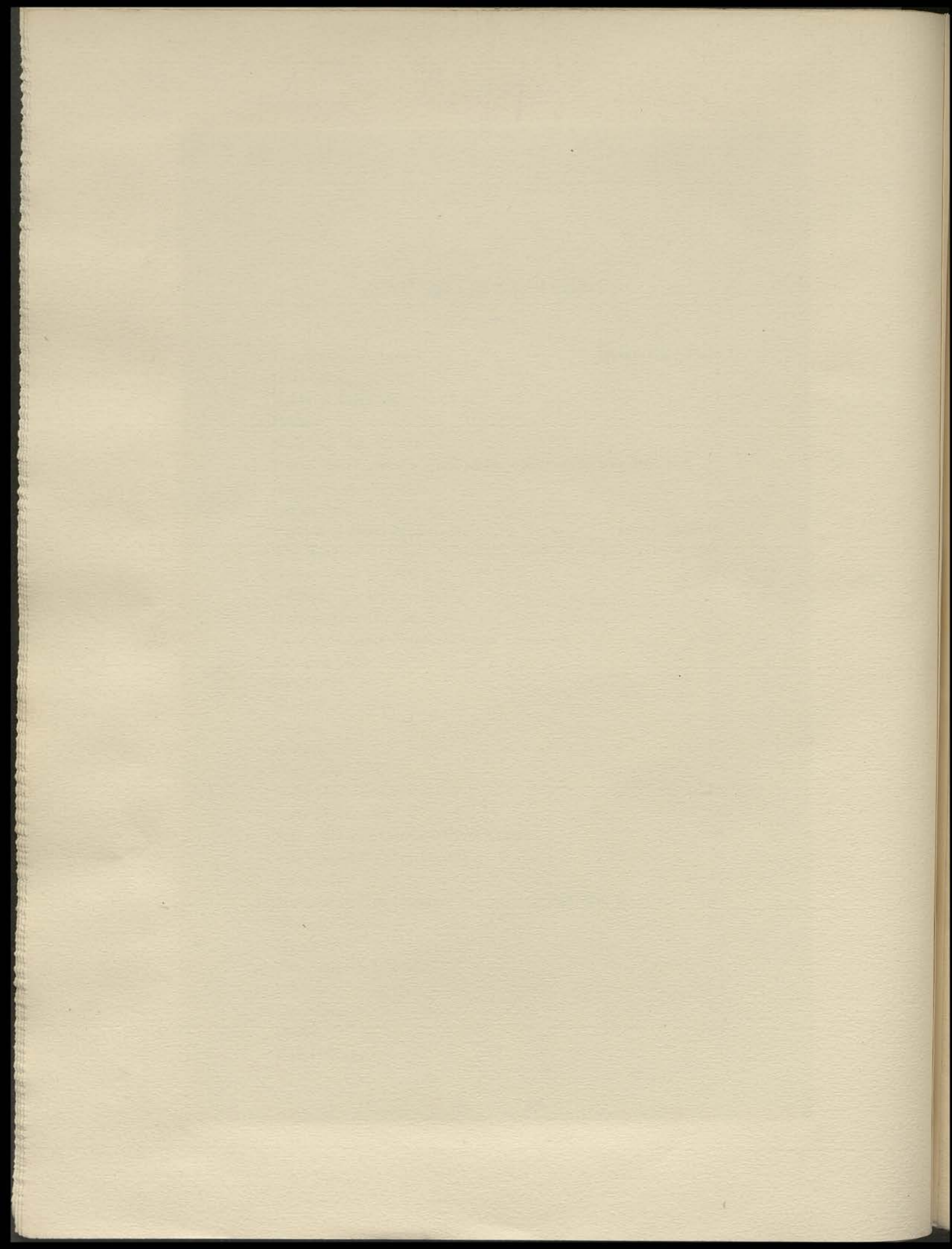


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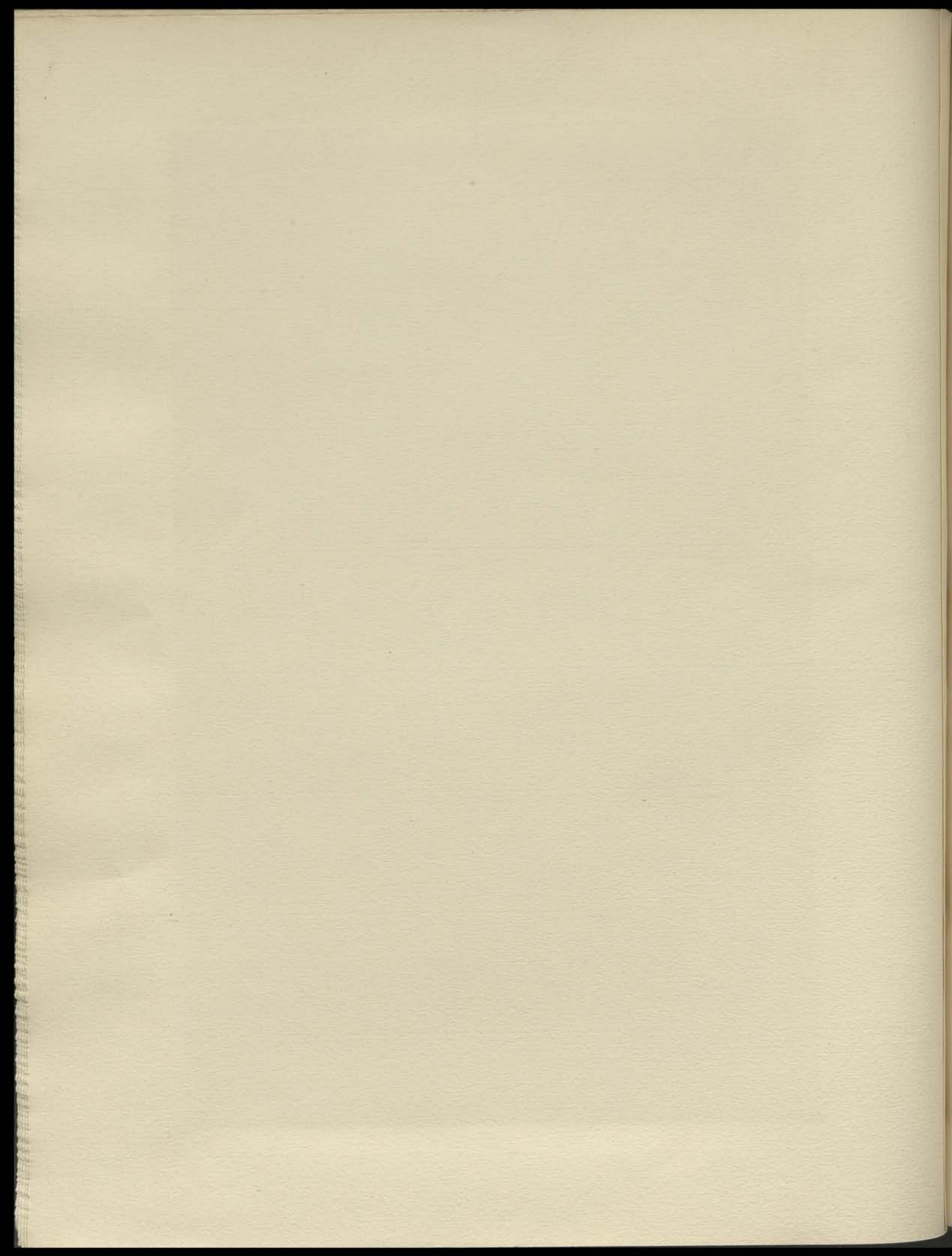
PREFACE.



The greater part of this History of the Town of Wheatland was ready for printing before the death of the author, which occurred on November 13th, 1906. His friends had often urged that the manuscript be sent to the printer, but he had delayed its publication for the reason that he considered it incomplete, especially in regard to the history of Mumford, Beulah and the west end of the town in general.

Since his death additions to some of the chapters have been made from the author's notes and from other authentic sources, and contributions to the early history of Mumford have been given by Miss Margaret Armstrong and Mr. Oliver Allen, Jr., while additional matter relating to Beulah has been prepared by Mrs. Eugene E. Harmon, to all of whom the thanks of the editors are due for their courteous assistance.

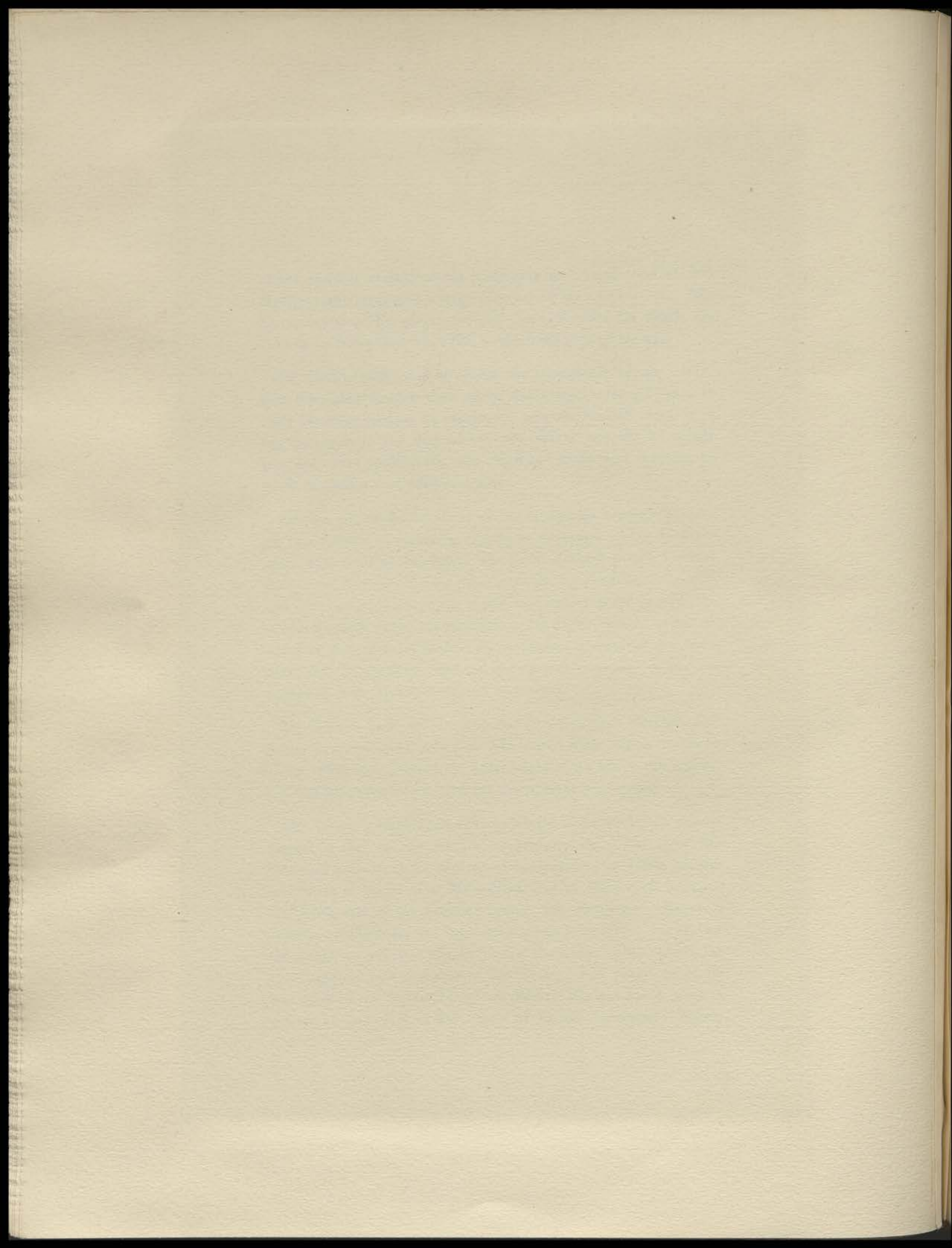
While the matter presented in this volume does not give in every respect a full and detailed account of Wheatland and of Wheatland's people, yet it is believed to be accurate as far as it goes and sufficiently complete to warrant publication, if for no other purpose than to gratify the author's many friends, and to serve as a solid foundation for some later historian to build upon.



SKETCH OF THE AUTHOR.

George Engs Slocum, author of the following historical sketch, was a resident of Scottsville for more than fifty-seven years. He was of mingled English and Dutch ancestry. His father, Matthew B. Slocum, was an Albany merchant in 1817. Later the family moved to Delphi, Onondaga County, New York, where the father continued the business of storekeeper for many years, and where the subject of this sketch was born, June 20, 1824. He was one of a family of eleven children. The necessary outlay for the support of so large a family left a small margin for their education. One of the boys, Henry W. Slocum, secured an appointment to the Military Academy at West Point, and later illustrated the wisdom of the nation in maintaining a school for free military instruction, by four years devoted and brilliant service in his country's defense during the civil war. The other children were not so fortunate in the matter of education, and the boy who later developed a love of historical research and not a little skill in the writing of history, was compelled by force of circumstances to cut short his education, so far as education is dependent upon the training of the schools, at the age of twelve years. He was early put to work to learn the trade of tinsmith in the village of Homer, Cortland County, New York, and in his nineteenth year came to Rochester, New York, and secured employment at his trade.

He lived in Rochester for six years. On December 27, 1848, he married, at Fabius, Onondaga County, Lydia A. Fort. The young couple immediately began housekeeping in Rochester, but in the spring of 1849 they removed to Scottsville, coming by packet-boat on the Genesee Valley canal. Here were born to them four sons, Earl H., G. Fort, Le Roy M. and Mors O., and here they lived together, in mutual helpfulness, for upward of fifty-five years, until the death of Mrs. Slocum on April 22, 1904. To his wife's wise and frugal management of her household, and



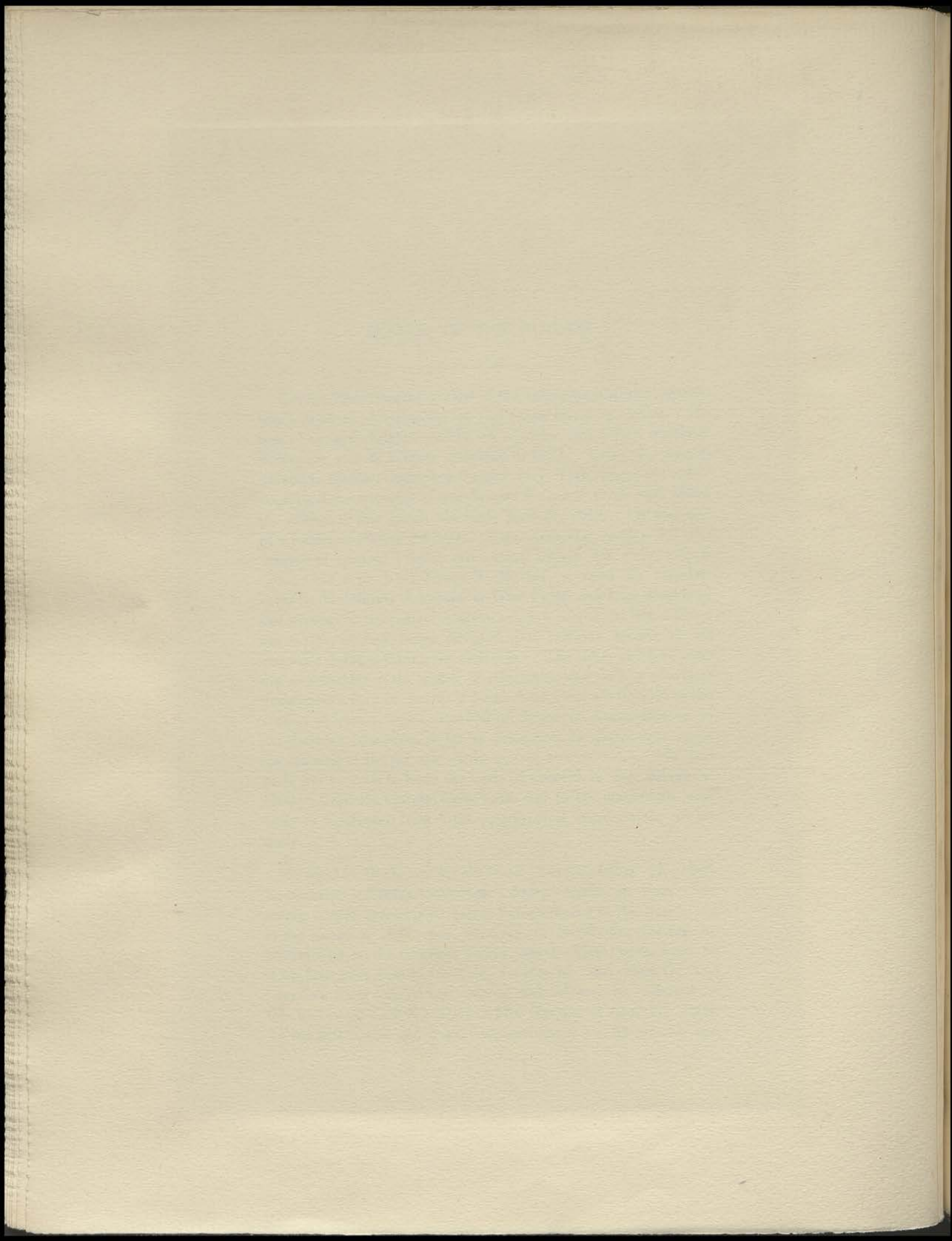
to her untiring ministry to her husband's health and comfort, Mr. Slocum justly attributed a large measure of his own success. Mr. Slocum survived her about two and one half years, his death occurring on November 13, 1906, in the 83rd year of his age.

Mr. Slocum early came to realize the importance of an education; like many another man whose opportunities for schooling in early life were meagre, he resolved to educate himself, and it is not too much to say that without the aid of schools, by steady purpose, close application, and extended study and reading, he made himself a well educated man.

He was one of the founders of the Scottsville Literary Society; he was faithful in attendance upon its meetings, and a frequent participant in its proceedings. He never shirked, in the Literary Society or elsewhere. By diligent study, by careful preparation, and by regular participation in the discussions of the Society, he acquired a skill in the presentation of his views, which, added to a certain vein of quiet humor, an occasional quaintness of expression, and a dignified, earnest but genial manner, made his addresses both entertaining and instructive.

Mr. Slocum built up a substantial business as a tinsmith and dealer in stoves and hardware. He retired from active business about 1890, and devoted the latter years of his life to the gathering and arranging of material for the present publication.

Mr. Slocum's knowledge of local history was probably unsurpassed by that of any of his contemporaries. He gave the historical address at the centennial anniversary, in 1889, of the settlement of the town of Wheatland, and in 1899 read a paper on "Rochester in the Forties" before the Rochester Historical Society, of which he was for several years a member. He served the public as collector of tolls on the Genesee Valley canal, as town assessor and as justice of the peace. For many years he was clerk of the Scottsville School district. He was for a time a vestryman and clerk of the vestry of Grace Episcopal Church,



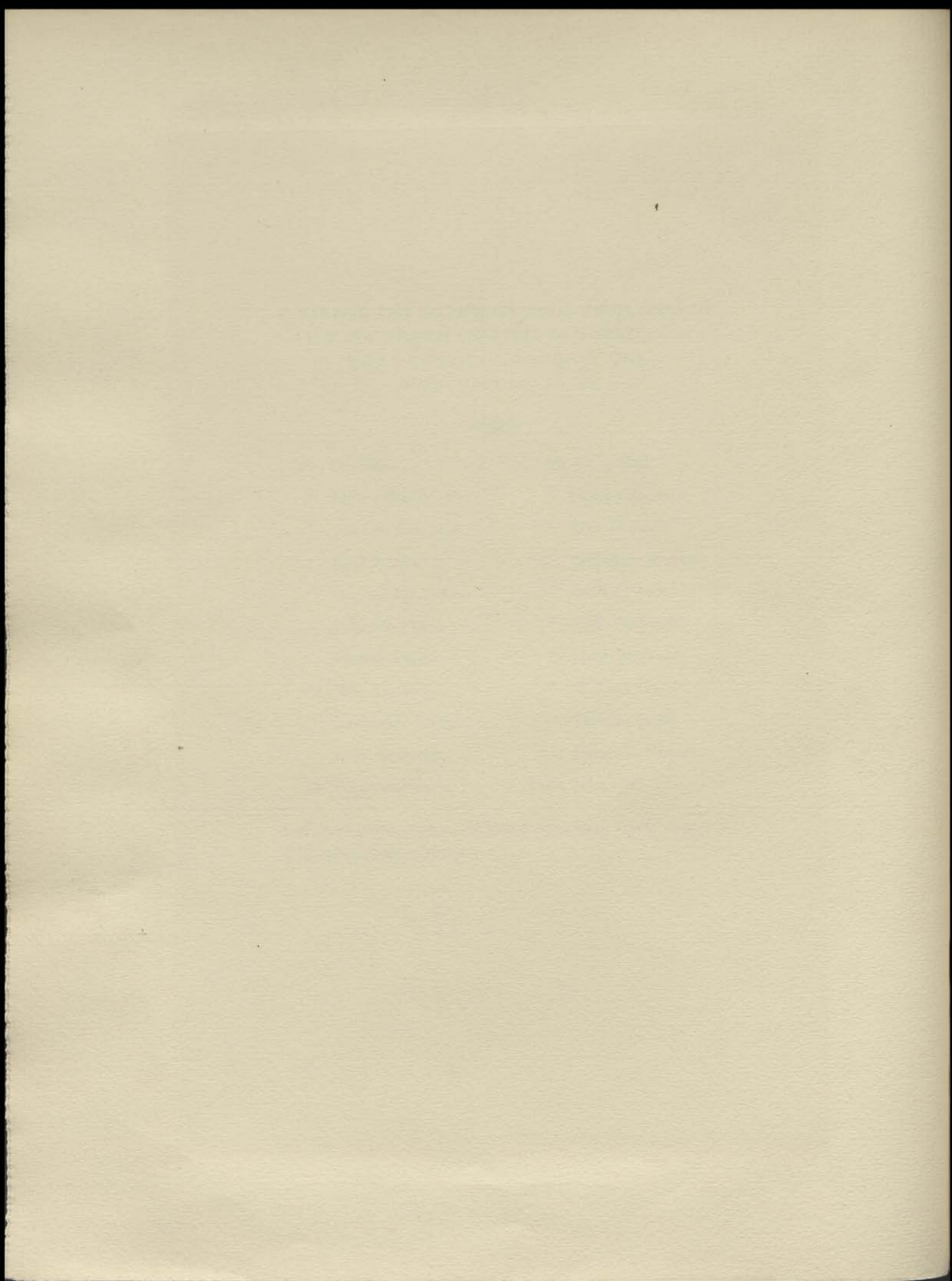
and had also been trustee and treasurer of the Oatka Cemetery Association.

In manner, Mr. Slocum was gentle, courteous and refined. His extreme modesty, both as to his own ability and as to the quality of his work, was a characteristic by which he will be longest and most affectionately remembered.

He did his literary work, as he did all his work, with great care and deliberation, spending much time in revision. He was extremely methodical in his work, as indeed one must be to succeed, even in a modest way, as a writer of history.

His literary style speaks for itself in the following pages. An appreciative estimate of his merit as a writer is embodied in the memorial resolutions adopted by the Scottsville Literary Society. "Earnest, conscientious and painstaking in everything he did, his literary work had a finished quality and showed superior ability. His style was concise and clear, his language well chosen and graceful."

G. F. S.



A PARTIAL LIST OF PERSONS FROM WHOM MANY OF
THE STATEMENTS RELATING TO WHEATLAND'S
EARLY HISTORY, RECORDED IN THIS
WORK, WERE OBTAINED.



Mrs. Dr. Bristol.

Mr. H. L. Hall.

" Moses Wells.

" George Sheffer.

" John M. Goodhue.

" Wm. D. Buck.

" Paul Austin.

" Benjamin Warren.

" Duncan Mc Vean.

" Shelby Reed.

" John Mc Vean.

" F. X. Beckwith.

" George Ensign.

" Hugh Mc Vean.

" Wm. Garbutt.

" William Welch.

" Zachariah Cumber,

" Thomas Smith.

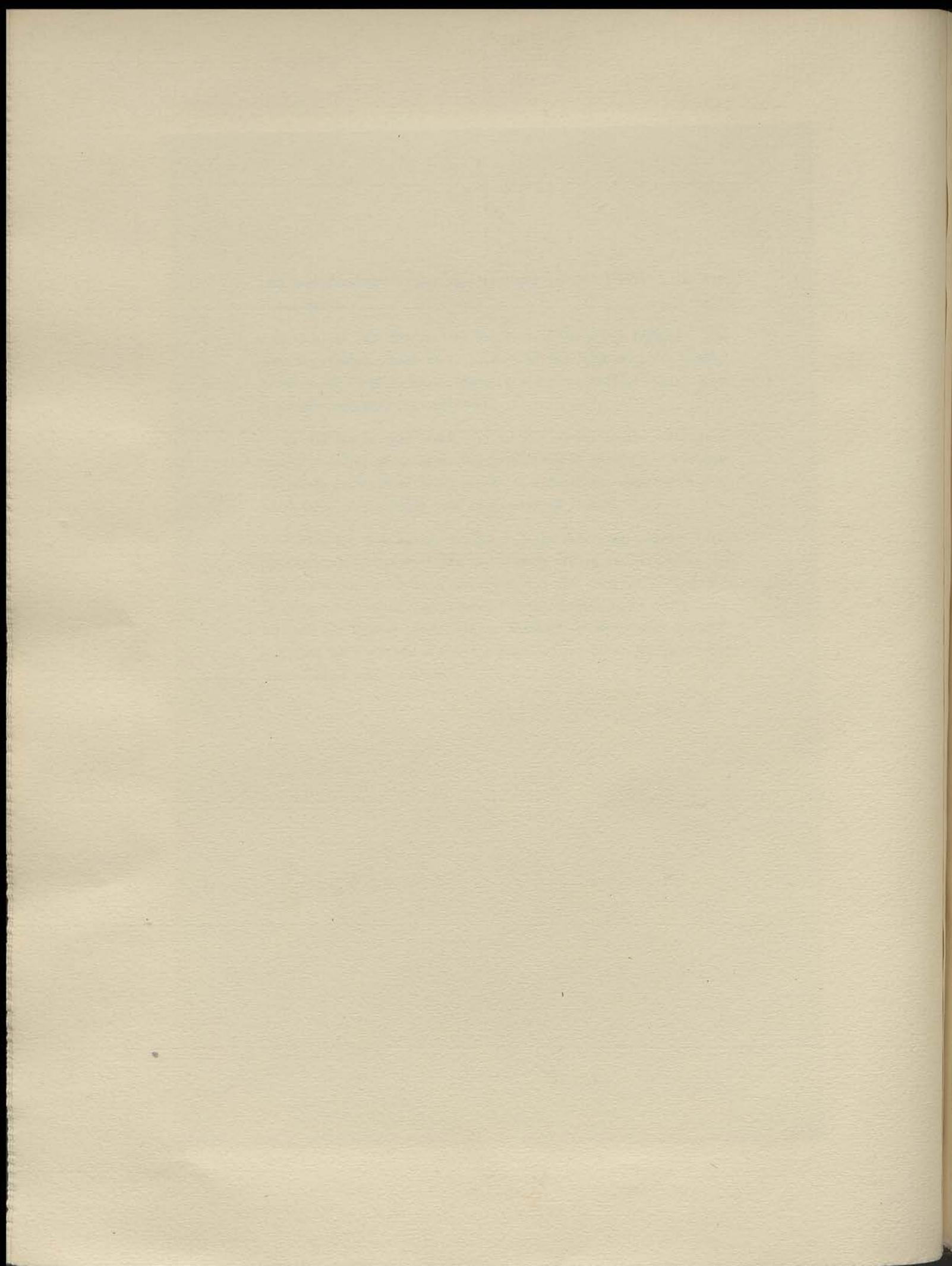
" F. X. Beckwith.

" Daniel E. Rogers.

Dr. Freeman Edson.

Capt. John Ott,

and from many others, yet living, who have kindly contributed valuable information.



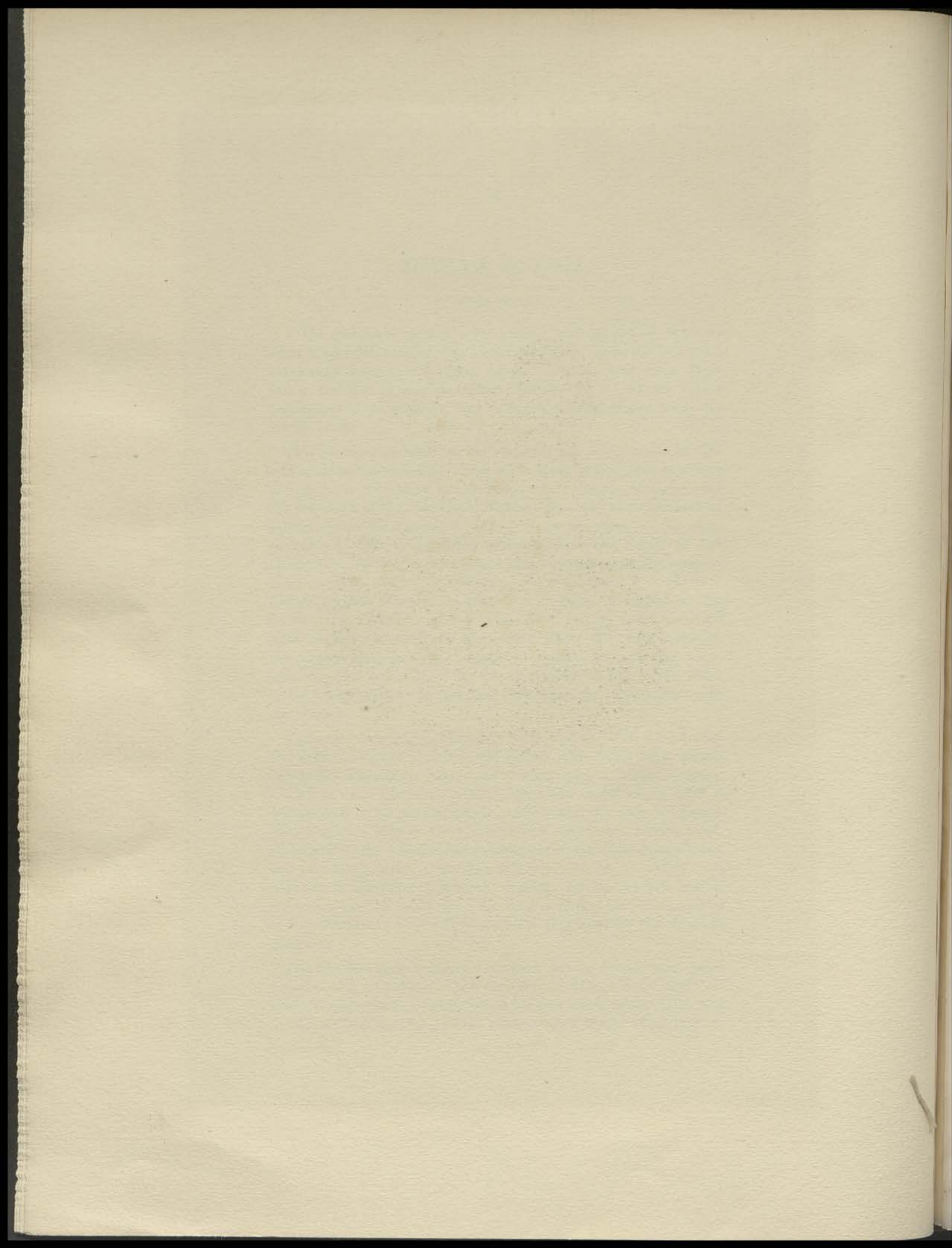
INTRODUCTORY.



Prior to the war of the Revolution very little was known of Western New York. The aboriginal occupants of the soil had been visited by the Jesuit Missionaries of France and an occasional tourist had wended his solitary way to the Falls of Niagara, but to most of the residents of New England, and of the states bordering upon the Atlantic coast, this section of the country was veritably an unknown land.

The expedition of General Sullivan in 1779 to this vicinity, to punish the Seneca tribe of Indians for the hostility manifested by them during the war, viewed from a military standpoint, cannot be called a very brilliant success, yet incidentally it proved of great value to this section of the state. The productiveness of the soil, and the large quantities of corn and vegetables raised by the Indians, with the most primitive of implements, and with but indifferent cultivation, were a source of wonder and astonishment to Sullivan and to his command. Upon the return to their eastern homes they published accounts of the fertility of the soil, and the advantages the country possessed as a place of residence.

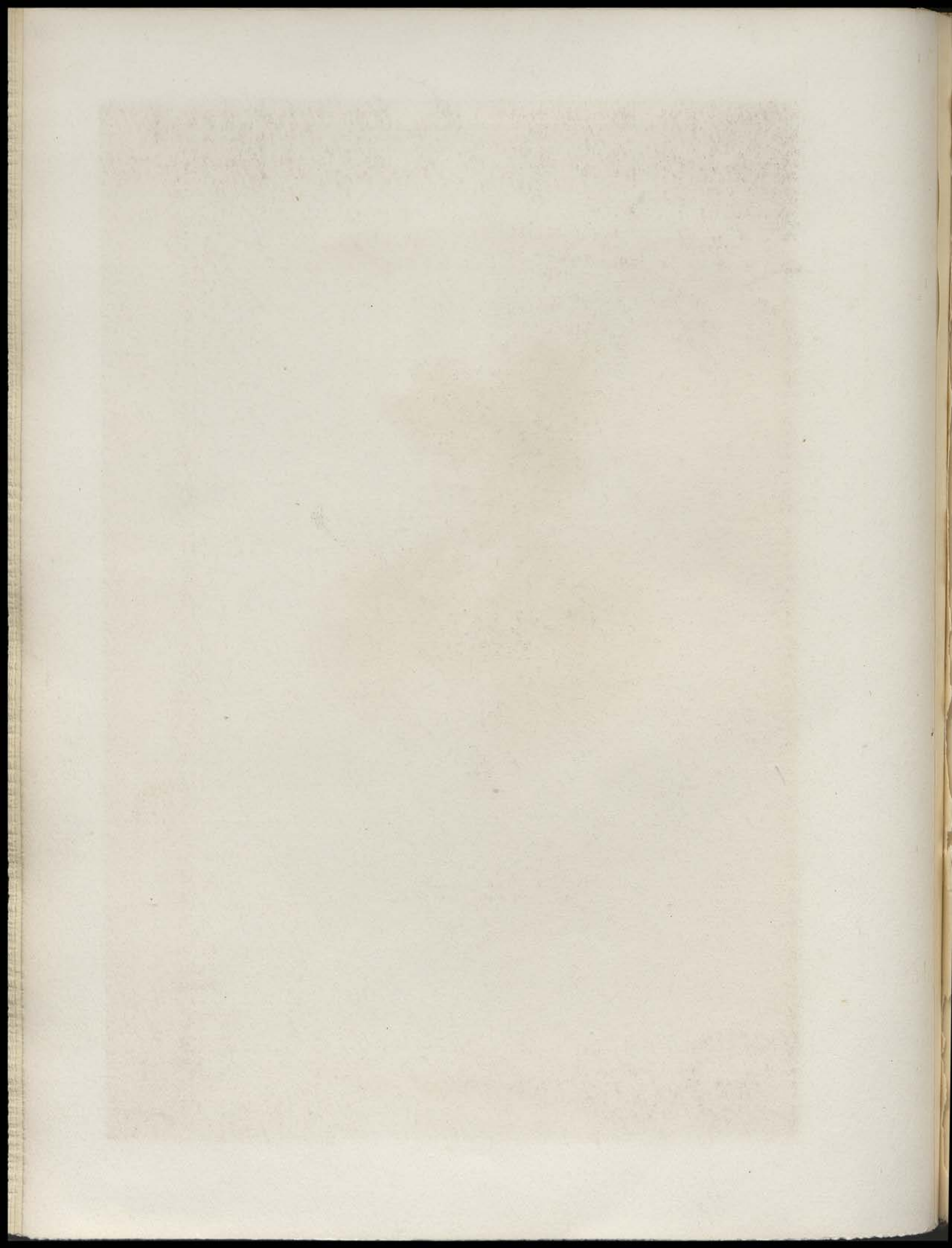
After the treaty of peace between the Colonies and Great Britain, and after the enmity of the Indians had in a measure been placated, a tide of emigration flowed into Western New York from New England, New Jersey and eastern Pennsylvania. Many of Sullivan's soldiers, with their friends and neighbors, returned to this locality and founded for themselves and families a permanent home.





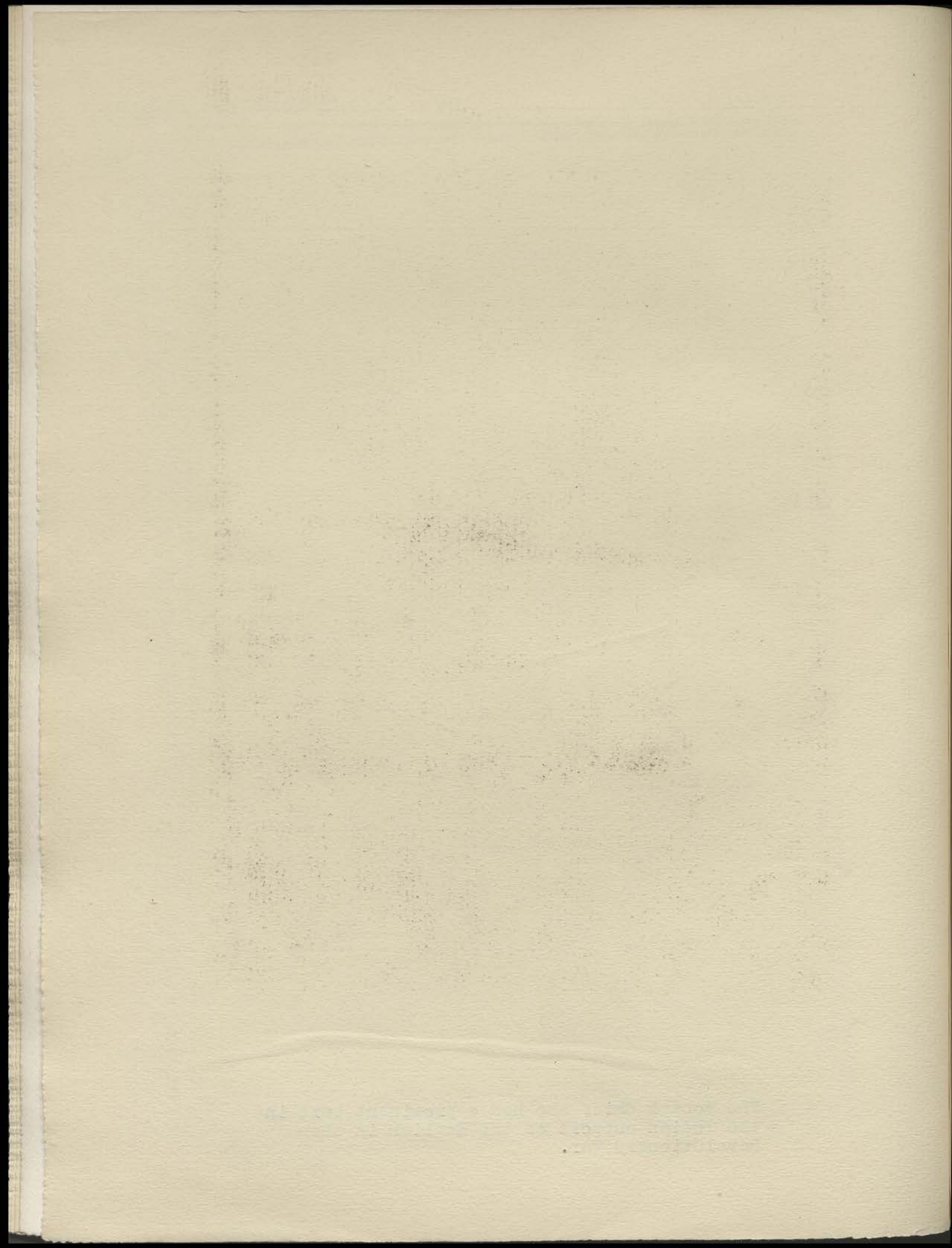
John Sullivan

Engraved by J. B. Kneller

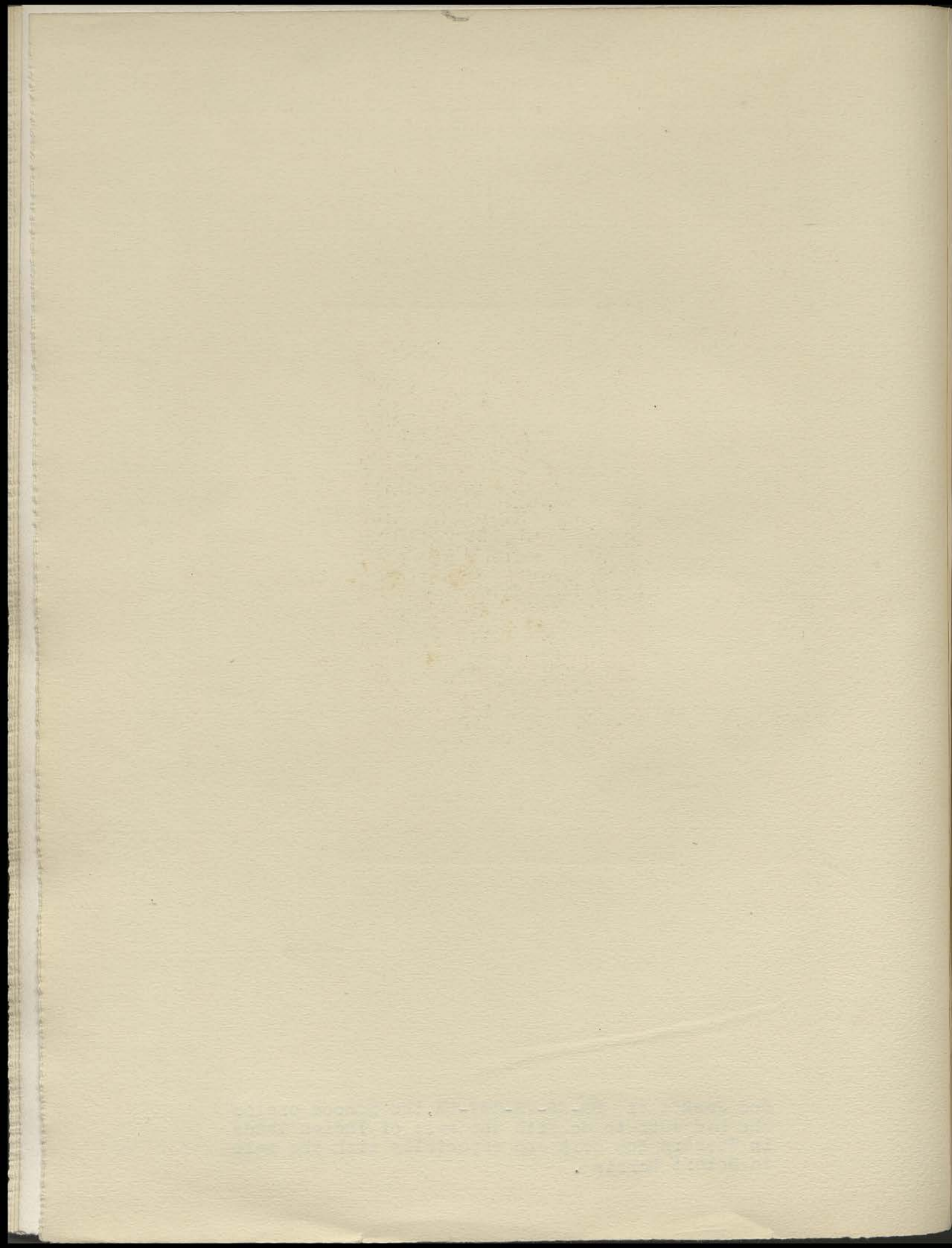




The Mohawk Chief who had a prominent part in the Indian support of the English in the Revolutionary War.



Red Jacket or SA-GO-YE-WAT-HA, the Seneca orator who had much to do with the sale of Indian lands in Western New York and especially with the sale to Robert Morris .



[From Geneva Gazette, March 13, 1891.]

Red Jacket's Medal.

The following letter is so self-explanatory that nothing more need be said about the matter contained in it, the writer merely adding that another, said to be, Red Jacket medal, is in the hands of that indefatigable investigator, Geo. H. Harris, Rochester, N. Y., similar in size and appearance to the Canandaigua medal, but dated 1795, and having 15 stars, the number of States at that time.

This letter is remarkable for its elegant diction and beauty and plainness of writing. The writer, General ELY S. PARKER, is a prominent Civil Engineer in New York City, is the leading Seneca Sachem, was "raised up" to the Sachemship in 1851 with the title of "Door Keeper" (Donehogawa), and was an officer in the civil war on the staff of General Grant, and drew up the articles of capitulation at the time of the surrender of General Lee. HYWESAUS.

NEW YORK, MARCH 9th, '91.

GEO. S. CONOVER, ESQ., GENEVA, N. Y.

Dear Sir:—Permit me to thank you sincerely and heartily for your able circular and letter, dated February, 1891, on the Washington Red Jacket Medal.

It seems that your article was written in consequence of a medal purporting to have belonged to the famous Indian orator, having been presented to the "Red Jacket Club" at Canandaigua by Mrs. Thomas Francis Meagher, a grand-daughter of Capt. Jasper Parrish of Canandaigua, whilom interpreter for the Seneca Indians.

I saw this medal during its exhibition a short time ago at Tiffany & Co.'s jewelry store on Union Square in this city. It was labeled "The Red Jacket Medal." I took pains to assure Tiffany's people that it was not a Red Jacket Medal, nor the one he wore throughout his life, and at the same time showed them the genuine medal which is in my possession. I also took an early opportunity of writing to the Hon. Thos. Howell of Canandaigua about it, and gave it as my firm conviction that Red Jacket never wore, or owned, this medal. It is however a genuine Washington Indian medal, shaped and inscribed on both sides like mine, with same date, viz.: 1792. Its longest diameter is about 5 inches, mine is 7 inches. I suggested to Mr. Howell that it would be well to advise the Club of the preceding facts. Whether he has done so or no, I am unable to say.

Perhaps it would be well for history if this medal question should now be defi-

nately settled. But how can it be done? It is almost a century since these medals were given, and I believe nearly all of the present possessors of the Washington Indian medals have begun to trace their ownership back to Red Jacket. Besides mine and this one at Canandaigua, I hear of one being in some collection at Albany, another in the collection of the Pennsylvania Historical Society at Philadelphia, and another still in Texas.

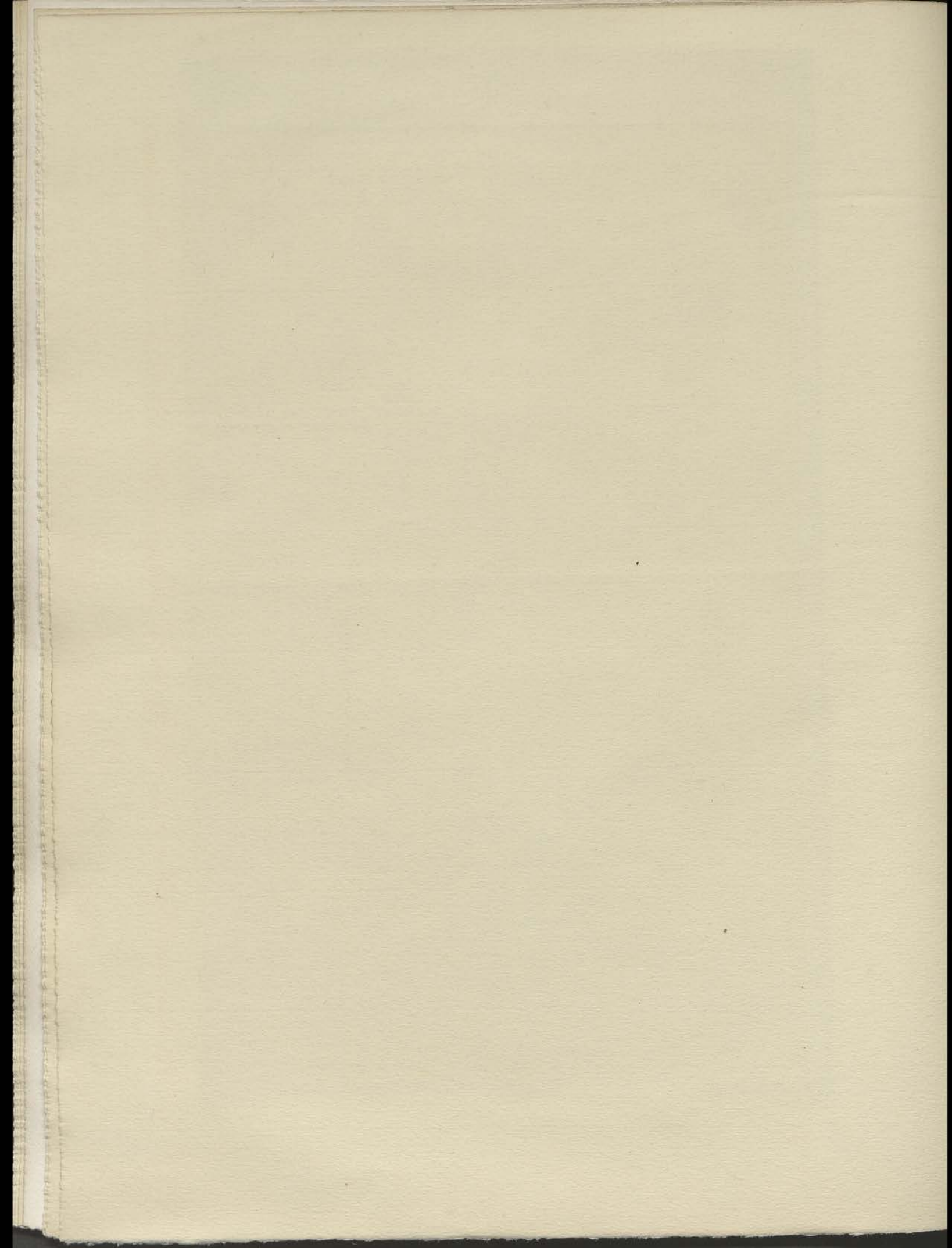
At Red Jacket's death, and in accordance with Indian custom, my medal was given by his relations, in the distribution of his personal effects, to one James Johnson, a favorite nephew of his, and at that time a young and promising chief. Johnson retained it about 20 years, and at my installation as a leading Sachem of the Iroquois Confederacy in 1851, I was formally invested with it by the master of ceremonies placing it about my neck, the speaker remarking the fact that it was given by the great Washington to my tribal relative Red Jacket and that it was to be retained and worn as evidence of the bond of perpetual peace and friendship established and entered into between the people of the United States and the Six Nations of Indians at the time of its presentation. There were scores of chiefs and other Indians present at this ceremony who personally had known Red Jacket and were familiar with the medal, and it is not probable or supposable that they all would have been deceived as to its genuineness, or countenanced an imposition by having a bogus medal placed about my neck on so important an occasion.

I have since met many old settlers of Buffalo and vicinity, among whom I will only mention Hon. O. H. Marshall, Orlando Allen, H. B. Porter, John Ganson, Benj. Dole, Mr. Sibley, Mr. Turner, (author of the "Holland Land Purchase,") who have asked me to show them the medal, and they have instantly and invariably recognized it as the one they had so often seen worn by Red Jacket, and also the bead string by which it is suspended.

The Washington medals are all inscribed alike upon both sides, varying only in size and date. Mine is a large one and dated 1792—has 13 stars, the eagle holding 13 arrows in one claw and an olive branch in the other.

Respectfully yours, &c.,

ELY S. PARKER,
or DO-NE-HO-GA-WA,
Iroquois Sachem.



For The Waterloo Observer.

REMINISCENCES.

RED JACKET'S DISAPPOINTED AMBITION.

GEO. S. CONOVER.

The following exceedingly interesting letter from General Parker was in response to a letter of inquiry addressed to him, and which grew out of a remark of his, when in Buffalo in attendance at the obsequies, to the effect that Red Jacket's greatest disappointment was in not attaining to a place among the fifty Great League sachems.

Gen. Parker, it will be remembered, was on Gen'l Grant's military staff during the war and is one of the hereditary sachems or league officers of the Senecas, named Donehogawa.

NEW YORK, November, 26, 1884.

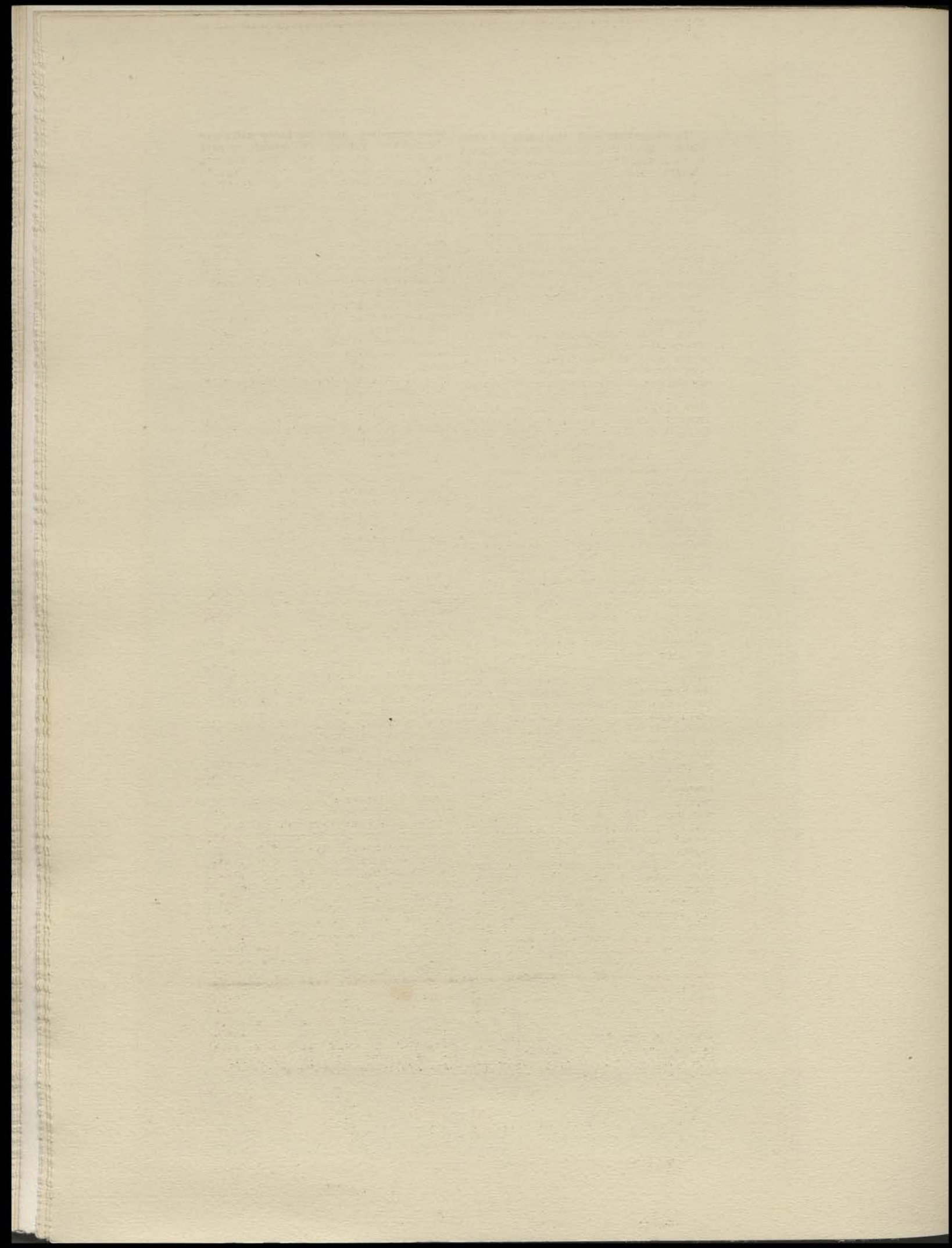
William C. Bryant, Esq., Buffalo, N. Y.

DEAR SIR:—I owe you many apologies for not before answering yours of October 25th, which was duly received, but I have had so many other things to attend to that your letter was temporarily laid aside. I will now, however, respond as briefly as I can to your queries respecting Red Jacket. You say you 'have always been led to believe that Red Jacket did not belong to any of the noble or aristocratic families in which the title or distinction was hereditary.' Also, 'was his mother of noble birth,' etc., etc. Let me disabuse your mind of one matter in the outset. 'Such a thing as aristocracy, nobility, class, caste or social grades was unknown among the Iroquois. A political superiority was, perhaps, given by the founders of the League to the Mohawks, Onondagas and Senecas, who were styled 'brothers' and were addressed as 'fathers' by the Oneidas and Cayugas, who were also 'brothers' and yet 'children.' Nor were the Turtle, Bear and Wolf clans invested with the first attribute of nobility or aristocracy because they were also the elder brothers and cousins of the other clans. I am of the opinion that no purer or truer democracy, or a more perfect equality of social and political rights ever existed among any people than prevailed among the Iroquois at the time of their discovery by the whites. Often at that time and since, persons attained positions of prominence and power by their superior intellectual abilities or their extraordinary powers and success on the war-path. (Conspicuous examples of this fact are Joseph Brant and Red Jacket). Successes of this kind, however, brought only temporary and ephemeral distinction to him, his family, his relations, his clan, and, perhaps, reflected some honor on his tribe. But this accidental or fatuitous distinction was not transmissible as a rightful or hereditary one, and was retained only so long as the intellectual superiority, military prowess or personal bravery could be maintained by the person or family. When declining years broke one's intellectual and physical

powers, some younger person immediately dropped in to fill the gap, and the old warrior or councilor fell away into obscurity.' Thus it is easily seen how the hand of power and distinction could be constantly shifted from one person or family to another, and never could remain settled longer than he or they were able to uphold the qualities entitling them to the supremacy. The founders of the League may or may not have considered this question in the organization they made. They perfected a confederacy of tribes, officered by forty-eight hereditary sachems or peace men and two hereditary military sachems or chieftains. They ignored the individuality of persons (except Tododaho) and families and brought the several tribes into the closest relationships by the establishment of common class or totemships, to whom was confided the hereditability of the League officers. It was a purely accidental circumstance that some of the clans in some of the tribes were not endowed with sachemships and that others got more than one. But because some of the clans got more than one sachem, and that a family in that clan was temporarily intrusted with the care of it, the clan or family were not in consequence thereof ennobled or made aristocratic. Bear in mind this fact, a sachemship belongs to a clan and is the property of no one family. Honorary distinctions are only assumed by the tribes or clans from the fact that the League makers gave them the rank of the elder or younger, and the family government and gradation of kinship was introduced, the same more readily to their comprehension, understanding and remembrance.

This idea of Indian social grades with titles is all a vain and foolish fancy of the early imaginative writers, who were educated to believe in such things; and the idea is retained, used and still disseminated by our modern susceptibles who love and adore rank and quality, and who give and place them where none is claimed. I do not deny that *Ro-Janer* in the Mohawk means Lord or Master, but the same word when applied to terrestrial or political subjects, only means councilor. The Seneca word is *Hoyarna*, Councilor. *Hoyarnagowar*, Great Councilor. These names are applied to the League officers only, and the term 'great' was added to designate them more conspicuously and distinguish them from a great body of lesser men who had forced themselves into the deliberations of the League Councilors. The term *Hasanawaneh* (great name) is given to this last great body of men, a body now known as chiefs. They were never provided for, and, as I believe, were never contemplated by the League originators, but they subsequently came to the surface, as I have hereinbefore set forth, and forced a recognition of their existence upon the 'Great Councilors,' and, on account of their following and ability, were provided with seats at the council board.

(To be continued.)



REMINISCENCES.

RED JACKET'S OFFICIAL NAME AND RANK.

GEO. S. CONOVER.

'In connection with the letter of Gen. Parker, the following is of much interest. It is extracted 'from an article written by Horatio Hale, Esq., Clinton, Ontario, Canada, a very eminent philologist and scholar, whose opinions are of conceded and acknowledged weight and authority.'

'In Morgan's admirable work and on the 'League of the Iroquois' we are told that 'when the celebrated Red Jacket was elevated by election to the dignity of a chief, his original name, Otetiant, 'Always Ready,' was taken from him and in its place was bestowed Sagoyewatha, Keeper Awake,' in allusion to the power of his eloquence.'

Mr. Hale then shows that the literal interpretation of the name Sagoyewatha is 'he who awakens them,' or, briefly, 'the awakener' or 'arouser', and then continues as follows:—'No word, certainly, could characterize better an orator of Red Jacket's peculiar eloquence, which, from the accounts given of it, was largely made up of stimulating appeals, pungent sarcasms and startling denunciations.'

'The rank to which Red Jacket was thus elevated was, as is well known, not the highest grade in the Indian community. This highest rank was that to which Morgan, in his work, has given the title of sachem,' a name hardly appropriate, inasmuch as it is properly an Algonquin term, applied in the language to chiefs of any grade. It seems better to use either the native designation of Royaner, or its literal translation 'lord' or 'noble'; or else if any one prefers it, the descriptive epithet of 'chief councillor.' This rank was to Red Jacket unattainable, for the simple reason that it was hereditary in certain families, and that his own family did not belong to this class. There was, however, a secondary order of chiefs, which if not coeval with the formation of the confederacy, must have come into existence soon after that event, and has played a great part in the history of the League. This order bore in Iroquois the rather cumbersome designation of Roskenrakehte kowa, which may be literally Englished 'great warrior.' This translation, however, would be somewhat misleading. All the men of the Iroquois nations, as of other Indian tribes 'were warriors. With us, where the fighting men form a class apart, the word warrior retains its original force. Among the Indians it is often used simply as a synonym for 'man', contradistinguished from woman or child. 'Great warrior,' as an official designation, is, therefore, the same as 'great man,' or 'head man.' The Iroquois of Western Canada, who have kept the ancient usages of their confederacy with scrupulous care, render this title in English sometimes 'war chief,' and sometimes 'assistant chief.' The latter rendering expresses most nearly the view which the Iroquois take of the original and proper office of the chiefs of this order. According to the theory of their government, every 'lord' or 'chief councillor' was entitled to an assistant chief or executive officer, whose duty it was to carry out the behests of his principal. The 'assistant chief' was nominated by the Royaner, but his nomination must be approved both by the council of his nation and by the Great Council of the confederacy. Of course, it was the special object of each 'lord' to have the most distinguished and influential assistant that he could obtain. Thus, any Indian who became eminent, either for sagacity and eloquence or for leadership in war, was almost certain to be raised, sooner or later, to this rank. These assistants sat in council with the

hereditary chiefs and were the most prominent in the debates—the dignified nobles usually reserving themselves in silence for the higher office of giving the decisive judgment.' The situation was much the same as would be in England if the lords and commons sat in the same assembly and the lords had alone the right of voting. Of course, in such an assemblage, an able and eloquent commoner, who was known to have the people at his back, would soon acquire a preponderating influence.'

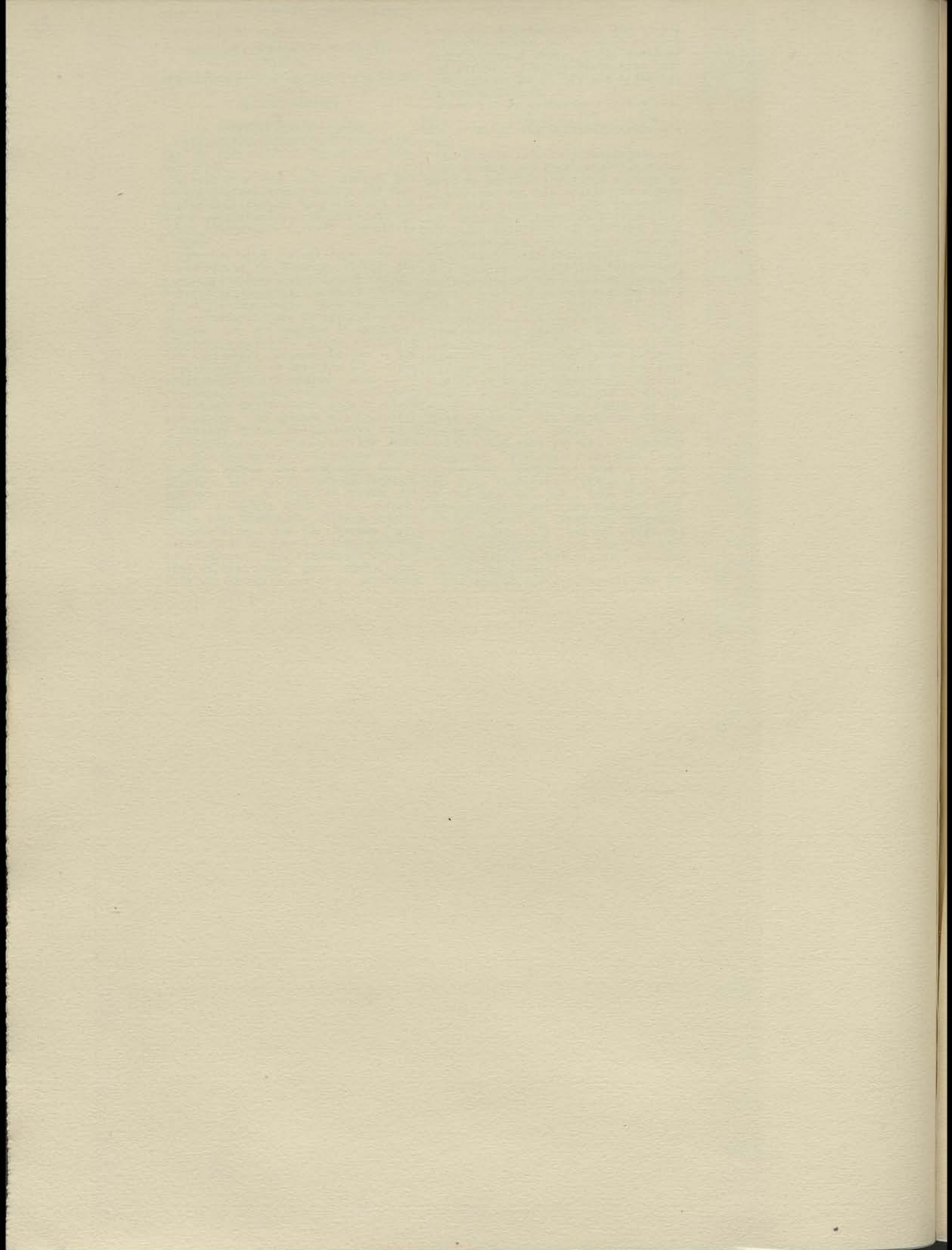
Mr. Hale further says that it is questionable whether Red Jacket belongs to this class of chiefs, which are yet maintained in all the tribes of the Iroquois in Canada, the Senecas however not being represented, as 'the Seneca nation remained in its own country, and its political constitution had a peculiar development. That development had, in fact, commenced long before the disruption of the confederacy, and was due to special circumstances which affected this nation alone.' He says that as they were the nearest to those large tribes which the Iroquois overcame and incorporated with their own people, the accessions were so great as to give them a great preponderance in numbers, and therefore the eight sachems and the eight assistants, * being sixteen chiefs in all, was 'altogether inadequate for the domestic government, or what may be called the home police, of the nation, with its many villages and its numerous fragments of ill-amalgamated tribes. A new class of chiefs was therefore established, specially for this nation, with the title of HASENOWANE, which is rendered by Morgan 'an elevated name.' It means properly 'great name,' being derived from Kasenna, name, and Kowane, great.' He also says that the Hasenowane, or chiefs of distinguished name, were purely a Seneca creation, and that as there were finally created such a large number of these chiefs, 'the rank which the office conferred was evidently not a high one. It hardly attained to the dignity belonging to that of a justice of the peace or a village councilman among their white neighbors.'

'The office, however, did undoubtedly give the right of sitting in the local council of the Seneca nation, and it was certain that any member of that council, who possessed the capacity and eloquence of Red Jacket, would quickly become the premier and virtually the ruler of the nation.' A knowledge of this fact will account for the eagerness which he showed to attain the chieftainship. From the time he gained this office he controlled by his natural powers the destinies of his people, so far as it was possible for one individual to do so. He was at once the Pericles and the Demosthenes of his little primitive democracy. His impassioned harangues 'fulminated over' it to Albany and Washington, where they produced effects of which his people still feel the benefit. If he had enjoyed a wider field for the display of his remarkable powers it may fairly be doubted whether any statesman of ancient or modern times would be deemed to have surpassed him in the qualities of an orator and a leader of men. Whatever may have been the nominal/which rank title of 'Exalted name' conferred upon him, we may safely affirm that the designation, in its literal sense, was never more fitly bestowed.'

Pub. Buffalo Historical Society Vol III.

* Each sachem had an assistant sachem, who was elected by the gens of his principal from among its members, and who was installed with the same forms and ceremonies. He was styled an 'aid.' It was his duty to stand behind his superior on all occasions of ceremony, to act as his messenger, and in general to be subject to his directions. It gave to the aid the office of chief, and rendered probable his election as the successor of his principal after the decease of the latter. In their figurative language these aids of the sachems were styled 'Braces in the Long House,' which symbolized the confederacy. Morgan's House and House Life of the American Aborigines, p. 31.

(To be continued.)



For The Waterloo Observer.

REMINISCENCES.

RED JACKET'S DISAPPOINTED AMBITION.

GEO. S. CONOVER.

Red Jacket was one of these 'chiefs.' He was supremely and exclusively intellectual. He was a walking encyclopedia of the affairs of the Iroquois. His logical powers were nearly incontrovertible, at least to the untutored Indian generally. In his day, and at the time I am referring, the 'Great Councilor's' word was his bond; it was of more weight and consequence than a chief. Red Jacket knew this well, and while he could not be made a League officer, he used every means which his wisdom and cunning could devise to make himself appear not only the foremost man of his tribe but of the League. He was ever the chosen spokesman of the matrons of tribes. He was spokesman of visiting delegations of Indians to the seat of government, whether state or federal. In the signing of treaties, through unsuccessfully opposing them in open council, he would secretly intrigue for a blank space at or near the head of the list of signers, with a view, as the Indians asserted, of pointing to it as evidence that he was among its early advocates, and also that he was among the first and leading men of his tribe. He was even charged with being double-faced and sometimes syeaking with a forked tongue. These and many other traits, both good and bad, which he possessed worked against him in the minds of his people, and interposed an unsurmountable bar to his becoming a League officer.

After the war of 1812, whenever Red Jacket visited the Tonawanda Reservation, he made my father's house his principal home, on account of his tribal relationship to my mother, who was of the Wolf clan. My father and his brother Samuel were both intelligent men, and knew and understood the Indians well, and were also fairly versed in Indian politics. During my early youth I have heard them discuss with other Indians the matters above referred to, and, while they always agreed as to the main facts, they generally differed only as to the underlying motives and intentions of Red Jacket in his various schemes.

White men visiting Indians for information usually ask specific questions, to which direct and monosyllabic answers are general given. Seldom will an Indian go beyond a direct answer and give a generally or extended reply; hence, I am not surprised that you had never heard anything respecting my statements for as

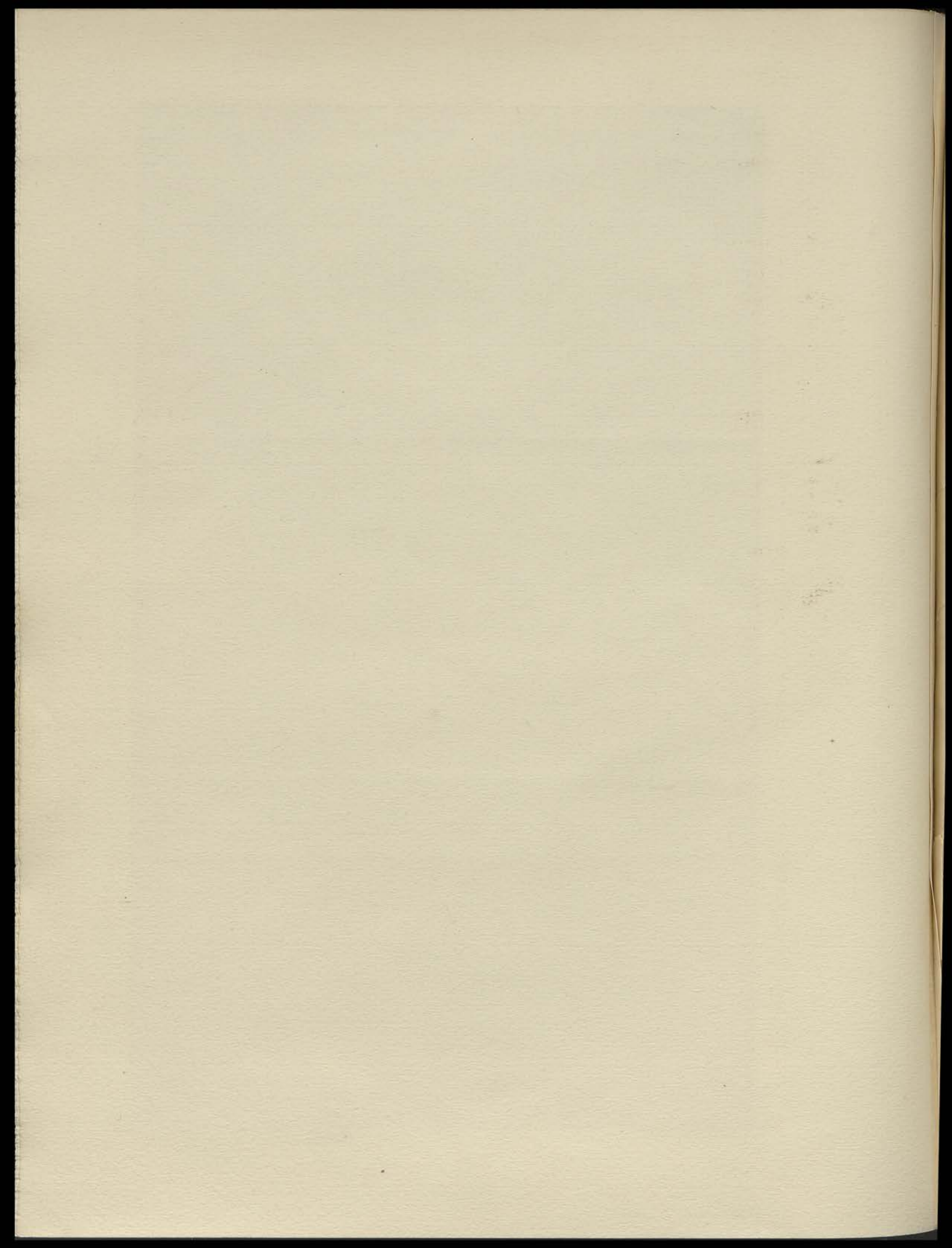
such a thing had never occurred to you, you have never thought to ask concerning it. The fact, however, remains the same, and I do not consider it derogatory of or a belittling of Red Jacket's general character. Men of mind are nearly always courageous and ambitious, Red Jacket was not an exception.

You suggest the performance on my part of an act which is simply impossible. 'The words sachem, sagamore, chief, king, prince, caziqui, queen, princess, etc., have been promiscuously and interchangeably used by every writer on Indians ever since their discovery. I have seen three of the above terms used in one article with reference to one and the same person, showing great looseness and want of discrimination in the writer.' Yourself, let me say, mentions John Mt Pleasant as the 'the principal hereditary sachem of the Tuscaroras.' Now, my classification of Iroquois officers would be to rank the fifty original councilors as sachems, because they are the officers of the League. I would not use the term sagamore, because its use is almost wholly New England, and has been applied promiscuously to heads of bands, large and small, and sometimes to mere heads of families. To use other terms, such as king, prince, or princess (see King Philip, King Powhattan and Princess Pocahontas, is preposterous and presumptuous, considering the total absence among these people of the paraphernalia, belongings and dignity of royalty. My classification is: League officers, fifty in numbers, 'Sachems,' all others 'Chiefs.' The Tuscaroras, for certain other reasons, were not admitted to a perfect equality in the League. They were not granted sachemships.' Hence, Mt Pleasant is not a sachem, only a chief. His talent and character might, indeed, constitute him the head chief of his tribe, but I doubt if his successor in name would take the same rank or exercise the same influence over the tribe that he does. Besides, the sachems alone can exercise a general authority in the League, while the chief's authority is confined to their respective tribes or bands. To invent a new name now for our fifty League officers would produce endless confusion in papers and books relating to them and their affairs. The task is too herculean to undertake.

Pardon me for having been so prolix. I may also have failed to make myself understood, for I have been compelled for want of time to leave out a great deal of explanatory matter. But you are such a good Indianologist that I feel certain of your ability to comprehend me.

I am with respect, your obedient servant,
ELY S. PARKER,

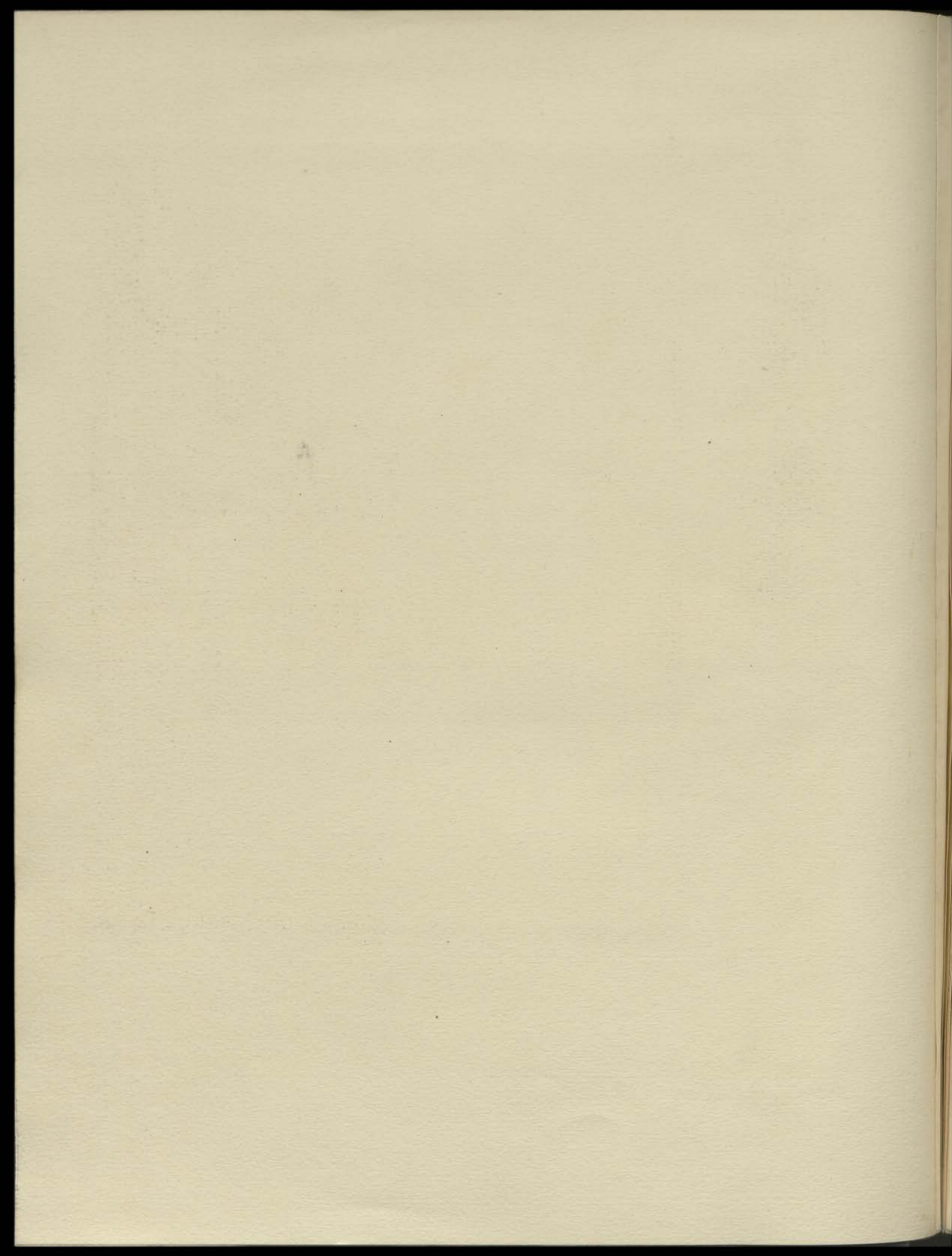
Publications of Buffalo Historical Society, Vol. III, page 66.

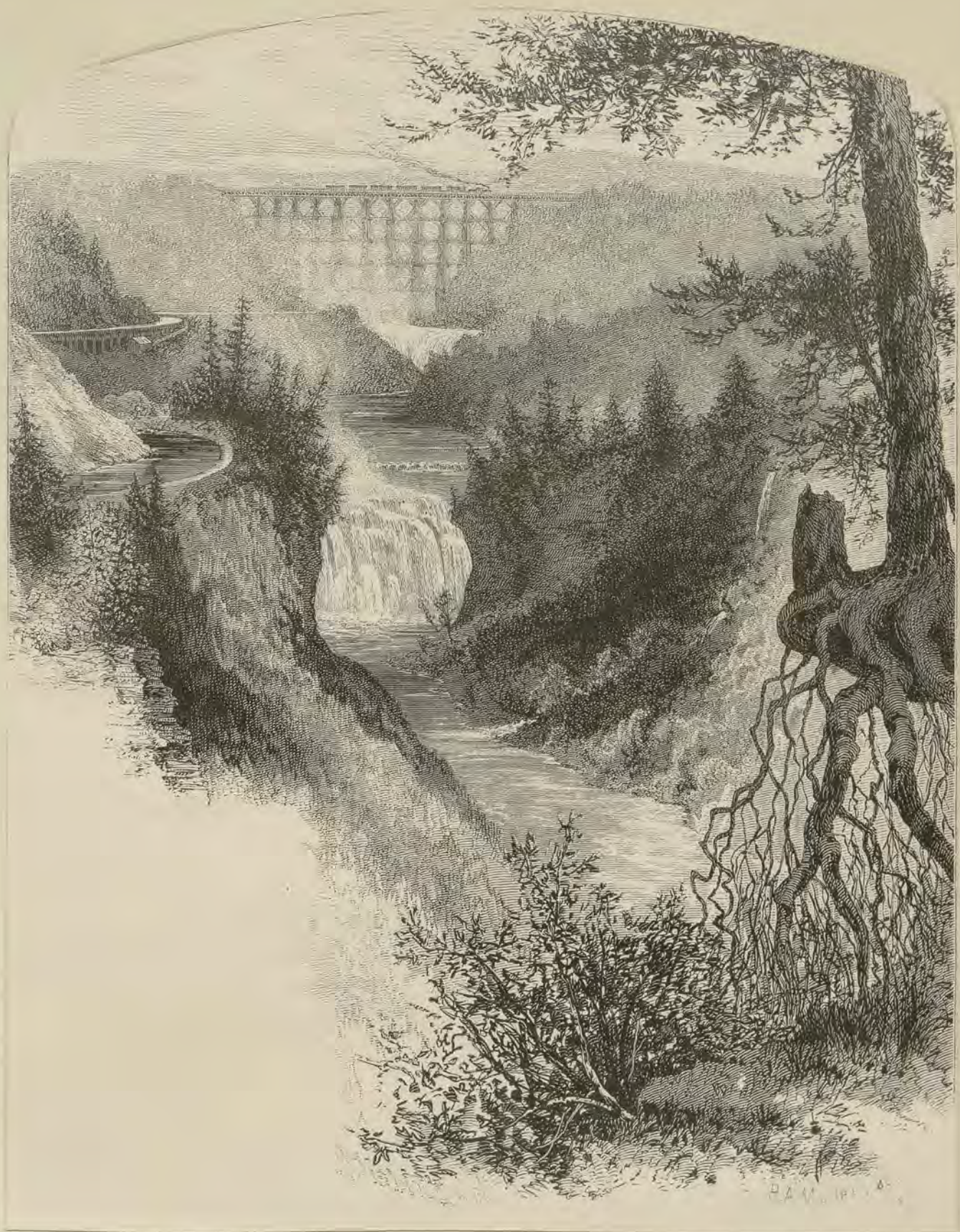


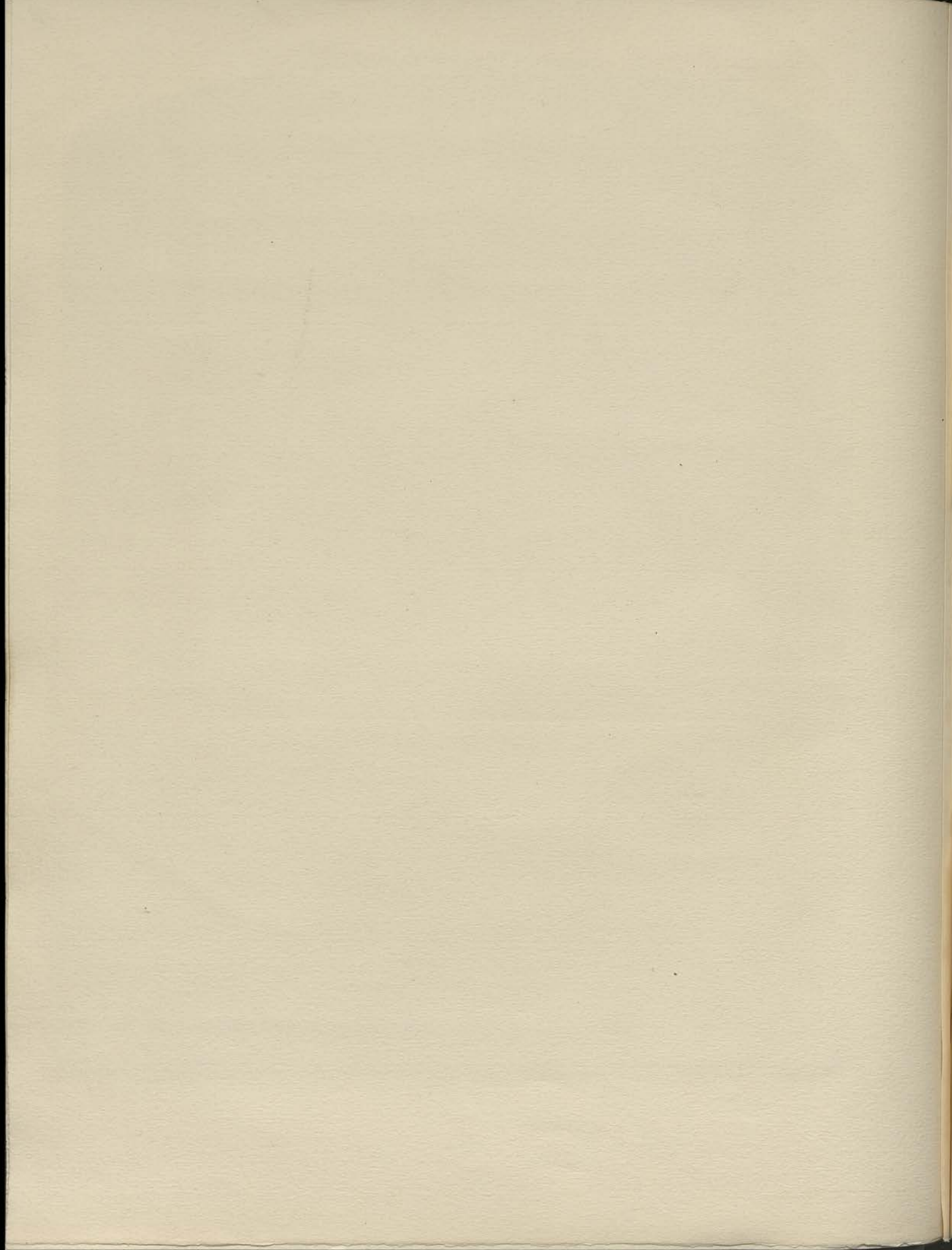


The Seneca Council House after its removal from
Canadea and restoration at Letchworth Park.
Photograph by George H. Harris, given to G.J.S.
by Mrs. Harris in 1935.





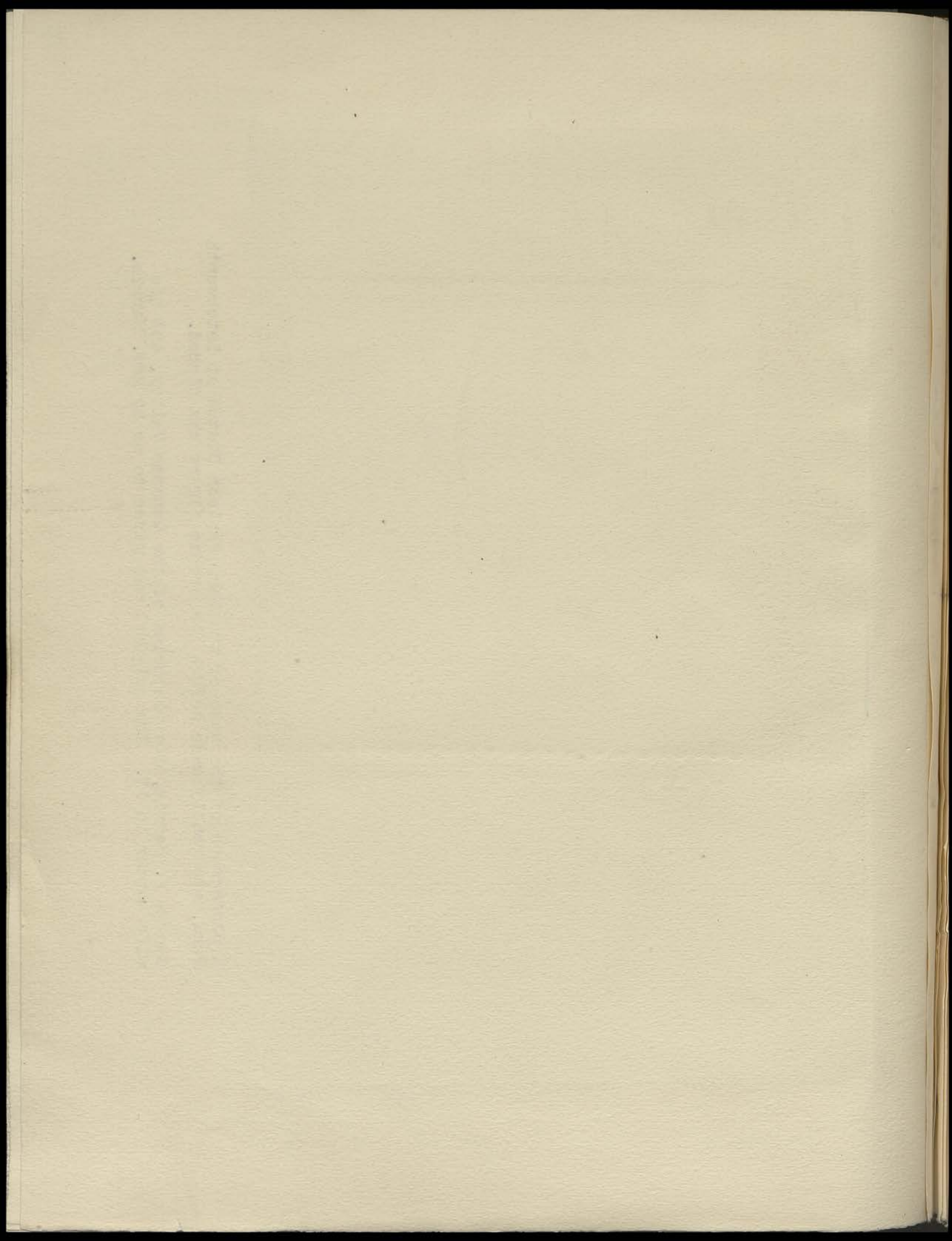







A photograph of the base of the Mary Jemison Statue at Letchworth Park, apparently made before the bronze figure was placed.

George H. Harris, the historian of the Genesee Valley, and his wife appear in it. The original was given to me by Mrs. Harris.





Descendants of the Seneca Indians who
lived in the Valley of the Genesee and
participated in the great land transac-
tions involving Wheatland.

See following Page



Descendants of the Six Nations Indians who accompanied the Loyalists from the Mohawk Valley at the outbreak of the Revolutionary War, removing with them to upper Canada, and who participated in the Indian raids upon the frontiers in that War.

See following Page

Photographs taken at Waterloo, New York on the Occasion
of the unveiling of the monument to mark the birthplace
of Red Jacket at Canoga, New York, October 14, 1891

Davis,
Waterloo, N. Y.



A delegation of Seneca Chiefs who came from the Cataraugus
Reservation to attend the unveiling of Red Jacket monument.

John Jacket (front row, far right) grandson of Red Jacket

Davis,
Waterloo, N. Y.



Descendants of the Seneca Indians who lived in the
Genesee Valley and participated in the land transaction
involving Wheatland.

INDIAN PHOTOGRAPHS

The two photographs on the preceding pages were given to me by the widow of George H. Harris in 1935.

They were taken at Waterloo, New York, on the occasion of the unveiling of the monument to mark the birthplace of Red Jacket at Canoga, New York, October 14, 1891.

(See the published account of this event by the Waterloo Historical Society where these photographs are reproduced).

In the first picture are Indians who came as a delegation from Canada. All are Cayuga chiefs except John Buck, an Onondaga. Their names are:-

Back Row (left to right)

JAMES STYUS (Thastaji) Mountain Rock. This chief acted as interpreter for the delegation.

WILLIAM SANDY (Ongadaneten) Hang The Lake

JOHN HOLT (Daskahah) Over Ten

Front Row

WILLIAM HENRY (Hojokatek) Fish Carrier. Undoubtedly a descendant of the Fish Carrier who knew Washington.

JOHN BUCK (Shanawati) Over The Swamp

JACOB SILVERSMITH (Dutowakon) Double Cold

The second photograph is of the delegation of Seneca Chiefs who came from the Cataraugus Reservation to attend the unveiling.

Back Row (left to right)

THOMAS KENNEDY (Sah-go-oh-gwahs) He Claims Her

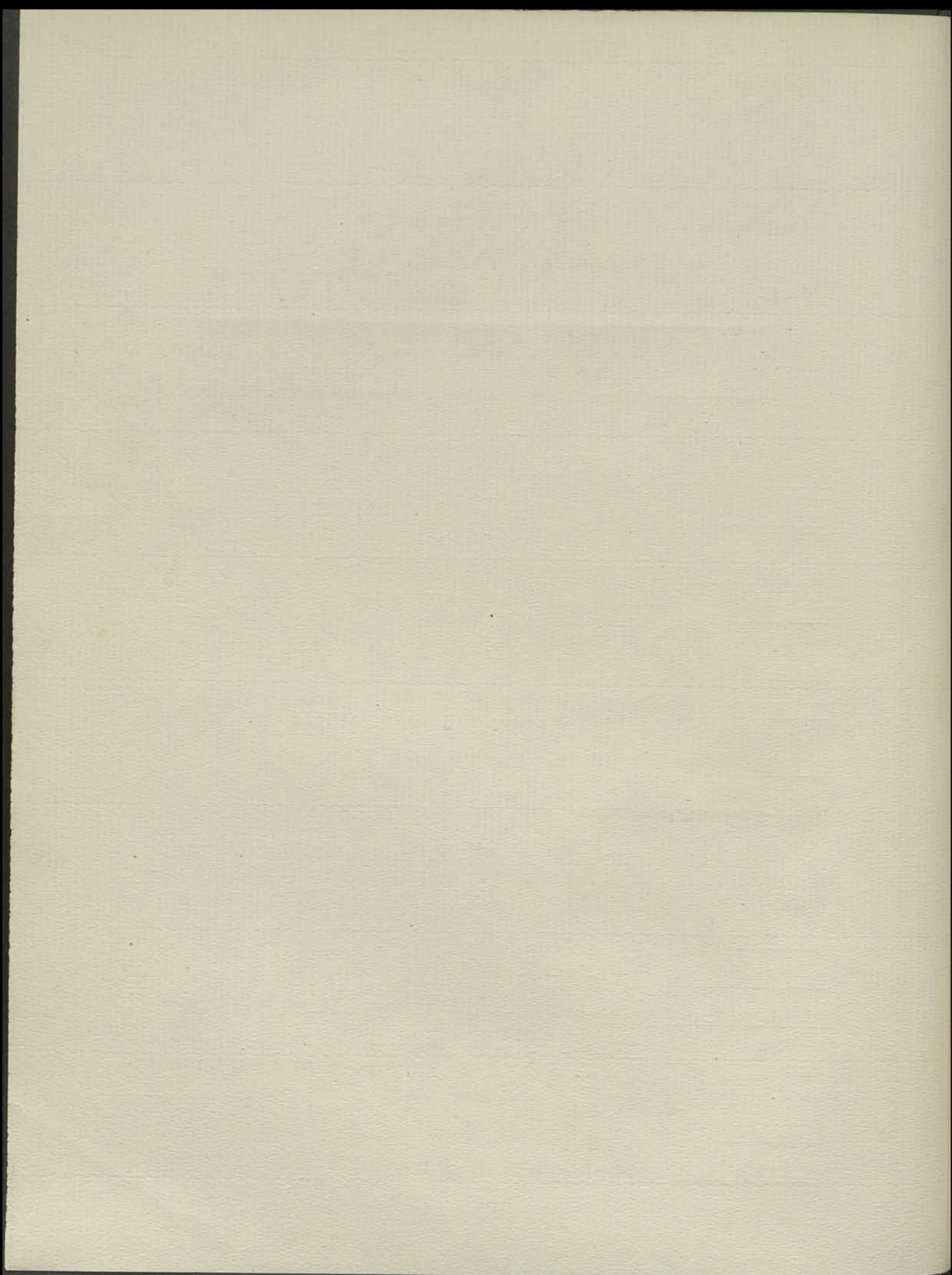
WILLIAM NEPHEW (Soh-no-joh-wah) Large Kettle

CHESTER C. LAY (Ho-do-an-jioh) Bearing The Earth. Indian godfather of George H. Harris as a result of his Indian adoption.

Front Row

WILLIAM JONES (Tho-na-so-wah) Large Collection of Sand

(Over)



BETHIA MAY PARKER (See below)

NICHOLAS H. PARKER (Ga-yen-twa-jeh) Corn Planter

JOHN JACKET (Sho-gyo-an-jich) Holding The Corn

Considerable information with reference to all of these chiefs is given in the Waterloo Historical Society publication, referred to above.

William Jones was a grandson of Horatio Jones, who was a fellow captive among the Senecas with Mary Jemison.

Chief Nicholas H. Parker was a brother of General Ely S. Parker, who was on the staff of General U. S. Grant, and was present at the surrender of Lee at Appamattox.

The little girl is a granddaughter of Chief Nicholas.

John Jacket was a grandson of Red Jacket and was present at the reburial of Red Jacket's bones at Forest Lawn Cemetery, Buffalo, New York, on October 9, 1884.

William Nephew was a grandson of the noted chief, Governor Blacksnake and was also present at Forest Lawn.

Chester C. Lay was a United States interpreter among the Seneca nations.

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

REPORT OF THE PHYSICS DEPARTMENT

FOR THE YEAR 1954-1955

CHICAGO, ILLINOIS

1955

CHICAGO, ILLINOIS

1955

CHICAGO, ILLINOIS

1955

GENERAL ISRAEL CHAPIN

Israel Chapin was one of the Pioneers of the Genesee Country whose career was most intimately connected with the History of Wheatland. He not only took a prominent part in the transactions with the Indians by which their title to it was extinguished, but in 1790 he became the actual record owner of one-half of Township No. 1 west of the River, which meant that he was a one-half owner of the land now comprised in the Town of Wheatland.

It seems appropriate here to give a brief sketch of his life and to especially refer to his activities which touch upon the history of the Town.

He was born of Welsh ancestry at Grafton, Massachusetts, on December 4, 1740. From the time of his attaining his majority until the breaking out of the Revolutionary War, there was scarcely a year in which he did not hold some local office.

He was the Captain of a Company of Minute Men in the spring of 1775, but there is no record that he was present at Lexington. He enlisted in the Continental Army on April 27, 1775. He was present at the Surrender of Burgoyne at Saratoga, was made Lieutenant Colonel in 1777 and was promoted to Colonel in February of 1778. Later reaching the rank of Brigadier General, as such, he took part in Arnold's attack upon Quebec, and was mustered out of service on November 21, 1779. In addition to his services

in the field, he was occasionally a sub-contractor or agent of Oliver Phelps in procuring supplies for the American Army. Upon one occasion, he was requested by Mr. Phelps to obtain a "fine yoke of fat cattle for General Washington's table". He was in active service during Shay's Rebellion. It is said that there was one hundred and four members of the Chapin family in the Colonial Army during the War. After the close of the War, he was a prominent, managing member of an Association organized for the purpose of dealing in wild lands in Vermont. He was one of the original associates or members of the Phelps & Gorham Association.

He and William Walker accompanied Mr. Phelps on the latter's first trip to the Genesee Country, arriving in May, 1778, and was present at the Buffalo Creek Treaty in July of that year. He was again in Canandaigua in 1789 and permanently removed thereto with his family in 1790 where he lived continuously until his death on March 7, 1795.

From his earliest residence in the country, he was entrusted with important commissions by General Knox, the first Secretary of War of the United States and by Colonel Pickering, and in April of 1792, General Knox appointed him Deputy Superintendent of the Six Nations. He was influential in negotiating many of the Indian Treaties which followed.

(For a detailed statement of his services in connection with the Indian matters during these troublesome times see Turner's History of Phelps & Gorham Purchase, Pages 291-311.)

1. The first of the conditions of the contract is that the

contractor shall be a resident of the State of New York.

2. The second condition is that the contractor shall be

qualified to perform the work in accordance with the

plans and specifications of the Board of Supervisors.

3. The third condition is that the contractor shall

be bonded for the full amount of the contract.

4. The fourth condition is that the contractor shall

be licensed by the State of New York.

5. The fifth condition is that the contractor shall

be a citizen of the State of New York.

6. The sixth condition is that the contractor shall

be a resident of the State of New York.

7. The seventh condition is that the contractor shall

be a resident of the State of New York.

8. The eighth condition is that the contractor shall

be a resident of the State of New York.

9. The ninth condition is that the contractor shall

be a resident of the State of New York.

10. The tenth condition is that the contractor shall

be a resident of the State of New York.

11. The eleventh condition is that the contractor shall

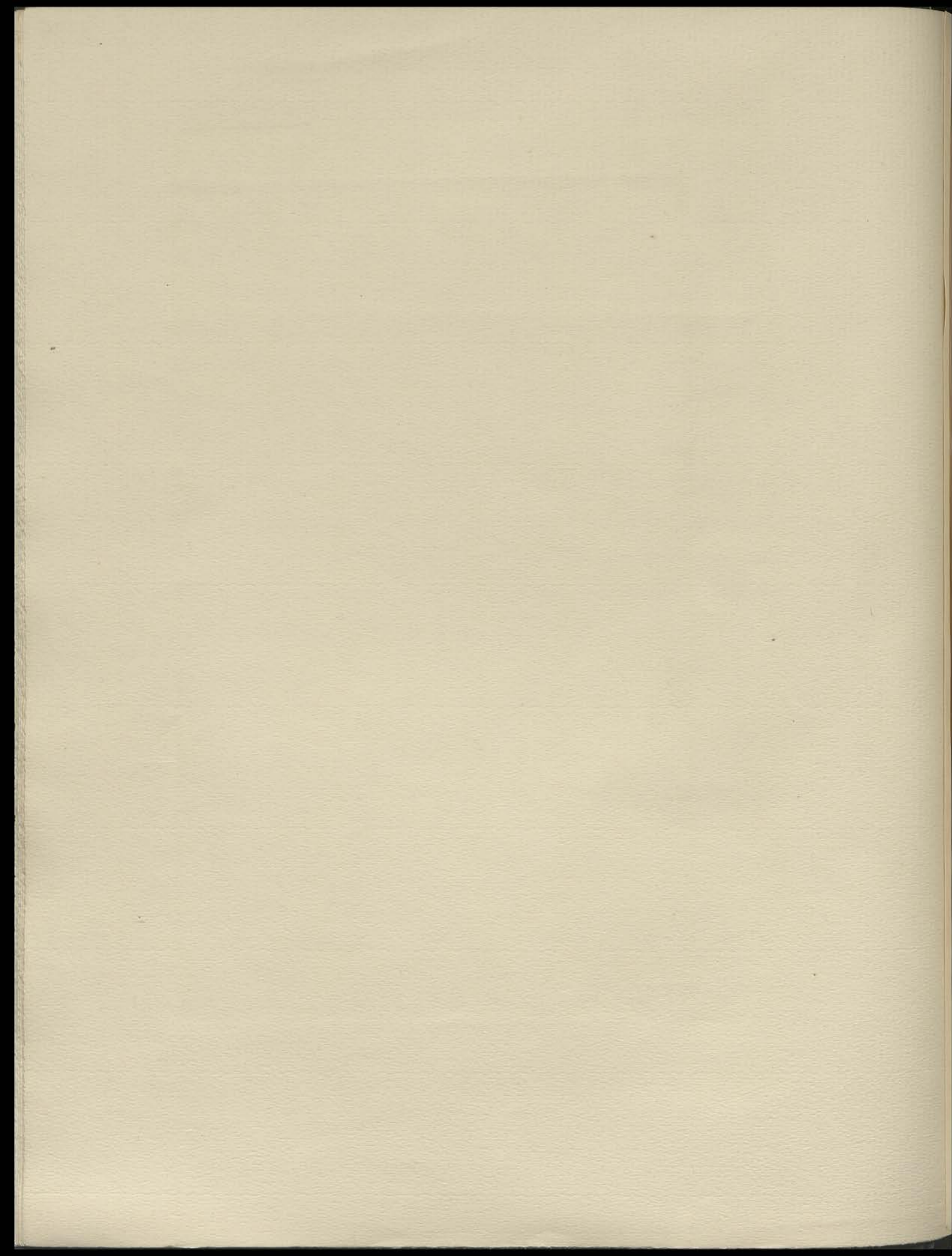
be a resident of the State of New York.

He was the first supervisor of the Town of Canandaigua and held other important local offices.

Present at and largely responsible for the success of the Treaty of Canandaigua in 1794, he soon after advised General Knox of an illness believed to be the so-called Genesee fever, which proved to be fatal.

General Chapin's land transactions in Western New York were on a large scale, but the largest must have been his purchase from Oliver Phelps of a one-half interest in Township No. 1, First Range west of the Genesee River by deed dated November 23, 1789. (See details of this purchase elsewhere in this extension).

Attached hereto are several original signed receipts and bills by Chapin in connection with his transactions with Mr. Phelps and with the Association.



Canandaigua September 15. 1790 Sir please
to pay Mr Luther Cole or order the sum of
four pounds five shillings Lawfull money of
Massachusetts and charge the same to account
of ~~Y~~ _____
Chas Phelps Esq

Your hum^l Servant
Israel Cheylin

— THE —

GENESEE TRACT.

CESSIONS BETWEEN NEW YORK AND
MASSACHUSETTS.
THE PHELPS AND CORHAM PURCHASE.
ROBERT MORRIS.
CAPTAIN CHARLES WILLIAMSON AND
THE PULTENEY ESTATE.

— BY —

GEO. S. CONOVER,

GENEVA, ONTARIO CO., N. Y.

1889.



Yours truly

Geo. Conover

THE GENESEE TRACT.

CESSIONS BETWEEN NEW YORK AND MASSACHUSETTS—THE PHELPS AND GORHAM PURCHASE—ROBERT MORRIS—CAPTAIN CHARLES WILLIAMSON AND THE PULTENEY ESTATE.

By GEO. S. CONOVER, GENEVA, N. Y., NOVEMBER, 1889.

Under grants from the British King, the Commonwealth of Massachusetts and the State of New York both claimed the ownership of the larger share of the territory lying within the bounds of New York. The matter was finally settled by commissioners appointed by both States, who met together at Hartford, Conn., November 30, 1786, and after several conferences did, on the 16th December, 1786, enter into and execute an agreement or contract embracing mutual cessions, grants, releases and provisions whereby all the interfering claims and controversies between said States, as well in respect of jurisdiction as property, were finally settled and extinguished, and peace and harmony established between them on the most solid foundation. By the settlement thus effected, New York obtained the right of government, sovereignty and jurisdiction over all the lands in dispute, and to Massachusetts was ceded the right of pre-emption of the soil from the native Indians to about 230,400 acres north of Pennsylvania, between the Owego and Chenango rivers, commonly called the Massachusetts Ten Townships, and also to all the lands in New York west of a line beginning at the 82d mile stone on the north bounds of Pennsylvania and running on a due meridian north to Lake Ontario, except one mile in width along the Niagara river.

Massachusetts soon disposed of the Ten Townships, and on the 1st of April, 1788, by act of legislature, agreed to sell to Nathaniel Gorham and Oliver Phelps the right of pre-emption from the native Indians to the remainder of the lands embraced in the cession, for the sum of three hundred thousand pounds in three annual installments, payment to be made in the "consolidated securities" of Massachusetts. Negotiations were soon held with the Indians, and at a council held at Buffalo creek a treaty was concluded on the 8th of July, 1788, by which Phelps and Gorham obtained the Indian title to all the lands the Indians would sell, estimated at 2,200,000 acres, agreeing to pay therefor \$5,000 and an annuity of \$500. This Indian grant was confirmed by the legislature of Massachusetts by act passed November 2, 1788. The purchase thus made was bounded on the north by Lake Ontario, on the east by the line of cession to Massachusetts commonly called the Pre-emption line, on the south by Pennsylvania,

on the west by a meridian line to be run from Pennsylvania to the confluence of the Canaseraga creek and the Genesee river, and northerly along the Genesee river to a point two miles north of Canawagus Indian village (near Avon), thence west twelve miles, thence northerly and twelve miles distant from the Genesee river to Lake Ontario.

This became known as the "GENESEE TRACT" and was all the land that Phelps and Gorham ever procured. In consequence of the rise in price of Massachusetts paper, which was worth only twenty cents to the dollar at the time of the purchase, and from other causes, they were unable to make the payments required by their contract, and finally compromised with Massachusetts and surrendered their claim to that portion of the territory the Indian title of which they had not obtained, which was afterwards sold by Massachusetts to the agent of Robert Morris. The Phelps and Gorham purchase, known as the GENESEE TRACT, was surveyed and run out into townships by Col. Hugh Maxwell and others, who commenced the survey in 1788 and finished the work in 1789. Early in 1789 a land office was opened at Canandaigua and the lands of the Genesee Tract put upon the market. The sales, however, did not come up to expectation, for although several townships and parts of townships were sold, they were mainly taken by those who had an interest as shareholders and at very low prices. Phelps and Gorham soon finding themselves in further financial difficulties, in their embarrassment they applied to Robert Morris, the eminent financier of the United States during the Revolutionary war, and he having already commenced speculating in lands, on the 10th of August, 1790, became the purchaser of all the unsold lands in the Genesee Tract, except Township No. 10 of the 3d range, and No. 9 of the 7th range, comprising about 47,000 acres, which Phelps and Gorham retained for their own use.

The purchase of the Genesee tract was consummated by the conveyance by deed of the property by Phelps and Gorham and their wives to Robert Morris, dated November 18, 1790, and by articles of agreement at that time it was stipulated that the tract should contain at least one million acres of land, payment for which was then made, and for any surplus over said amount further payment was to be made after the contents of the tract should be accurately ascertained. Mr. Morris soon employed Major Adam Hoops to cause a re-survey of the tract to be made. This work was performed during the years 1791-2, Frederick Saxton, John Adlum, Augustus Porter, Thomas Davis, Robert James and Morgan Jones being the surveyors who assisted Major Hoops in the work, the calculations being mainly made by Major Hoops and Mr. Saxton. The old pre-emption line as run by Col. Hugh Maxwell in 1788 having been surveyed with very primitive instruments was known to be erroneous and a new line was run in November and December, 1792, by Benjamin Ellicott assisted by James Armstrong, Frederick Saxton and Augustus Porter, and which was surveyed with such accuracy that its correctness has never been questioned. The offsets of the old line were made by Morgan Jones, Augustus Porter and Frederick Saxton. It was not, however, adopted by the State until April 6, 1796. It forms the eastern boundary of the purchase; commences at the 82d mile stone on the north bounds of Pennsylvania, enters Seneca lake some two or three miles north of Dresden, and passing out of the north end of the lake at Pre-emption street it runs due north to Sodus

Bay. Although a meridian or true north and south line it is not the meridian of Washington as some have supposed, that meridian line being some four miles further west.

By the "Return of Survey" made at Philadelphia, by Major Adam Hoops, it was ascertained that the actual contents of Mr. Morris' purchase was one million two hundred and sixty-seven thousand five hundred and sixty-nine acres, two roods and thirty perches, and from the final settlement made between the parties, at Philadelphia, February 16, 1793, we learn that the full number of acres as per the "Return of Survey," which included the GORE between the old and new pre-emption lines, was paid for and that the price paid by Mr. Morris was eight pence half penny per acre, Massachusetts currency, or between eleven and twelve cents per acre in United States money, the settlement paper being signed by Nathaniel Gorham, Oliver Phelps, Robert Morris, and also by Charles Williamson to show his privity to the transaction.

Previous to this time, however, and in the early part of the year 1791, this great tract of land had been sold by the London agent of Robert Morris to some English capitalists, Sir William Pulteney taking a nine twelfth interest, William Hornby two twelfths, and Patrick Colquhoun one twelfth. Soon after the purchase, Charles Williamson, a Scotchman by birth, then residing in Great Britain, entered into an agreement with the purchasers to proceed to America as their agent, to settle on the Genesee tract, to sell the lands and remit the proceeds to London. Soon after his appointment, Captain Williamson came to America, and after becoming a naturalized citizen he obtained from Robert Morris and his wife an absolute conveyance of the Genesee tract to himself in fee, after which he proceeded to settle on the tract and commenced operations for bringing the lands into market. The deed of conveyance from Morris to Williamson is dated April 11, 1792, the consideration named therein being seventy-five thousand pounds sterling. The pound sterling, lawful money of Great Britain, was at that time rated at 4s 6d to the dollar, the conventional rate of exchange being \$4.44 4-9 to the pound, and this rate of value was maintained for many years. From this it will be seen that the price paid by Sir William and his associates for the Genesee Tract was \$333,333.33, being about twenty-six and one-third cents per acre.

At the time when Captain Williamson commenced his operations a dangerous spirit of speculation pervaded, which gave rise to extravagant schemes for making large fortunes in a short time. Captain Williamson's temper being of a sanguine cast, he soon appeared among the number of speculators. Expending large sums in projects for improving the Genesee Tract, he also made purchases of other tracts, while many of his sales being made to men without capital or credit, and at prices above the real value, in the course of time, from the poverty of the buyers and the extent of their purchases, often turned out ideal. During this time, in order to meet his engagements, Captain Williamson occasionally drew bills on Sir William Pulteney and Mr. Hornby, who for several years were in the practice of paying them. At length, however, the bills increased in numbers and sums to a degree that was alarming, because it proved oppressive, and the further acceptance of the bills was consequently refused. This led to an attempt at a final settlement, negotiations for which were commenced in 1800 and finally consummated early in the next year, Wil-

Williamson conveying title to Sir William Pulteney, Mr. Hornby and Mr. Colquhoun, according to their respective shares and interests, under an "Act to enable aliens to purchase and hold real estate within this state under certain restrictions therein mentioned," passed April 2, 1798, which act was limited in duration for the term of three years.

The foregoing facts relating to the connection of Charles Williamson with the Genesee Tract, his operations in this country and final settlement with his principals are principally derived from a printed pamphlet, kindly furnished by Mr. Edward Kingsland, entitled, "In the Court of Chancery between Sir John L. Johnstone, Complainant, and Sir James Pulteney, Sir Thomas Jones, Christopher Coddington, Robert Troup, Mary Foster and Andrew Craigie, Defendants. Case, both on the part of the Complainant and of the Defendants." It is a statement of facts in a suit brought between the owners of the real and of the personal estate branches of the Pulteney estate, to ascertain which party was liable for the payment of a large bond and mortgage given by Williamson for the purchase of a large tract of land, and agreed upon, signed and submitted January 4, 1811, by Richard Harison and Josiah O. Hoffman of Counsel for the complainant, and Thomas Addis Emmett and John Wells of counsel for the defendants.

In relation to this matter Turner's "Phelps and Gorham Purchase," page 274, says:—"Seldom, if ever, have property holders advanced larger amounts for improvements, or more freely at first, though they began to be impatient after a few years had gone by, and the returns of their immense outlays were coming in but slowly to replenish their coffers. In 1800, the balance sheets did not look well for their Genesee country enterprise. There had been expended for purchase money of lands, agencies and improvements, \$1,374,470.10. There had been received for lands sold but \$147,974.83. In addition to this balance against them they owed of principal and interest upon lands purchased over \$300,000. To make all this look better, however, they had an immense amount of unsold lands, farms and mills, and an immense debt due for lands sold."

In the settlement that was affected between the parties, Williamson conveyed, by deed dated December 13, 1800, certain described lands to his principals conditionally upon the payment to him of the following amounts at certain and sundry stipulated times:

By Sir William Pulteney.....	\$212,954.45
By William Hornby.....	57,323.25
By Patrick Colquhoun.....	4,722.30

In consideration of deeds dated March, 1801, by which Williamson conveyed in full all the balance of the property to Sir William Pulteney, the latter obligated himself:

1st, to accept and pay certain bills of exchange amounting to \$24,702.22.

2d, to indemnify Williamson against certain bonds and mortgages given for the purchase of land, particularly two dated 1st December, 1796, each conditioned for \$62,500, by Williamson and Thomas Morris to Andrew Craigie, payable October 8, 1802, with seven per cent. interest given for the purchase of one-half of the "Craigie Tract," west of the Genesee river; also one dated September 2, 1800, conditioned for the payment of \$10,000 to George Wray, payable in three years with seven per cent. interest, signed also by Dudley Walsh as security; also the balance of a bond and mortgage, 13th January, 1796, to John Joy, and carrying seven per cent. interest.

3d, to pay Williamson in three years after the first of April, 1801, the sum of £20,000 sterling with five per cent. interest, as compensation for

his services in managing the concerns of the agency, called the Genesee Association, \$88,888.88.

Also, to pay debts contracted by Williamson by reason of his management of said concerns to the amount of £15,000 or such lesser sum as shall be proved to have been fairly existing at the date of the proposed settlement in March, 1801, \$66,666.66.

Also releases and discharges Williamson from all claims and demands against him prior to April 1, 1801.

The items of the above statement are taken from the deeds and papers recorded in the office of the Secretary of State, Albany, N. Y., and with one exception they correspond with the statement in the law case, previously alluded to, the item \$66,666.66 not being therein mentioned, but another item is found "to pay Mr. Williamson the further sum of \$17,777.77 to cover floating debts against him, a particular account of which he could not render."

The following interesting account of Capt. Charles Williamson's settlement with his principals has been kindly furnished by that able and indefatigable investigator, Ansel J. McCall, Bath, Steuben Co., N. Y.

Among Capt. Williamson's papers an adjusted statement, between him and his principals, has been found and is as follows:

Amount of bonds and mortgages assigned to Sir Wm. Pulteney, December 18, 1800.....	\$322,087.57
Amount of bonds and mortgages assigned in March, 1801.....	134,307.00
Amount of notes assigned in March, 1801.....	17,803.61
Amount of bonds and mortgages assigned to William Hornby, December 13, 1800.....	71,600.13
Amount of bonds and mortgages assigned to P. Colquhoun, December 13, 1800.....	5,901.46
	<hr/>
	\$551,699.77

VALUATION OF

Amount of lands conveyed to William Pulteney in Ontario county.....	\$1,588,708.50
Amount of lands conveyed to William Pulteney in Steuben county.....	1,018,973.75
	<hr/>
	\$2,607,682.25
Amount of lands conveyed to William Hornby in Ontario county.....	\$157,118.43
Amount of lands conveyed to William Hornby in Steuben county.....	193,806.00
	<hr/>
	\$350,924.43
Amount of lands conveyed to P. Colquhoun in Ontario county.....	\$25,453.13
Amount of lands conveyed to P. Colquhoun in Steuben county.....	11,735.00
	<hr/>
	\$37,188.13
Whole amount conveyed valued at.....	<hr/>
	\$3,547,494.58

The above lands were valued by Gen. Hall and Israel Chapin of Ontario county and Judge Annin of Cayuga county, and Judge Kersey, Judge Hornell and Sheriff Wilson of Steuben county, who granted the certificate of valuation.

C. WILLIAMSON.

There appears to have been some dissatisfaction, a few years afterwards, in relation to the settlement with Capt. Williamson, as appears from an opinion in the handwriting of Alexander Hamilton, now in the possession of the Corning Library Association, a copy of which was made for the writer by Theo. Sill, Esq. of Geneva. The following are the principal points in the opinion: "The valutors or appraisers were plainly the agents not of Mr. Williamson, but of Sir William Pulteney and his co-proprietors; consequently Mr. Williamson cannot be answerable for any error that they may have committed unless there was some fault on his part." All that Williamson did was to furnish the appraisers with a list of the lands, without assisting or interfering in their deliberations; "it was the real intention to adjust and terminate by compromise all antecedent concerns whatever between the parties, according to a gross estimate of a sum or round numbers, which Mr. Williamson thought himself entitled to expect and which Sir William Pulteney under all the circumstances of the case was willing to allow. And we are assured that in one or more instances the full and general operation of the Release in conformity with this intention, has been, by Mr. Troup, the agent of Sir William Pulteney, opposed to some collateral pretensions of Mr. Williamson." The Release not being broader than the intention and as the mistakes if any, of the valutors, was not the fault of Williamson, Sir William has no legal remedy for any exceptions he may now take and the operation of the Release is "such as to bar Sir William Pulteney for all claim against Mr. Williamson for re-imbursements."

The title of the GENESEE TRACT having been conveyed by Charles Williamson to his principals, John Johnstone became the agent of the Hornby and Colquhoun estates, and upon his decease John Greig of Canandaigua was appointed his successor, his first power of attorney being dated May 2, 1806.

Robert Troup was the attorney of Sir William Pulteney in effecting the settlement with Williamson, and to his surprise received a full power of attorney, dated July 20, 1801, to act as the permanent agent for making contracts and sales, to grant and execute conveyances and all necessary papers and to receive, make, and account for all payments made to or by him. At first he absolutely refused the agency but finally was persuaded to accept and commenced his duties in September, 1801. Sir William Pulteney died intestate, May 13, 1805, and the property descended to his only child, Henrietta Laura, the Countess of Bath; she died July 14, 1808, intestate as to her real estate, and that property descended to Sir John Lowther Johnstone, her cousin and heir at law; he died August 7, 1811, leaving a will under the powers of trust in which the management of the property has continued until this day. Col. Troup continued in the agency until his death, which occurred January 14, 1832, and was succeeded by Joseph Fellows, who in turn was succeeded by Benjamin F. Young, whose first power of attorney as full agent is dated February 14, 1862. This part of the Pulteney estate was very much the largest and might very

properly be called the JOHNSTONE BRANCH. Mr. Young continues the agency yet at Bath, Steuben county.

Henrietta Laura Pulteney, the Countess of Bath, wife of Sir James Pulteney, having died without issue and intestate as to her real estate, by virtue of a power contained in articles of agreement July 23, 1794, previous to her marriage with Sir James Murray (who upon his marriage took the surname of Pulteney,) made and executed her will November 5, 1794, disposing of her personal estate in America, bequeathing the same for the benefit of Mrs. Elizabeth Markham, the wife of Rev. George Markham, afterwards the wife and widow of John Pulteney, and her children. The personal estate in America consisted of monies due and to become due on sales of real estate by contracts of purchase and by bonds and mortgages taken on such sales. Elizabeth Evelyn Pulteney died March 18, 1856, leaving a will, bequeathing to her son, the Rev. Richard Thomas Pulteney Pulteney, the residuary personal estate of the Countess of Bath, for his absolute benefit, and appointing him the executor of said will. Upon the death of the Countess of Bath the legal title to the contracted lands in America passed to Sir John Lowther Johnstone who, during his lifetime, held said title as trustee for Mrs. E. E. Pulteney and her children, in respect to the purchase monies arising from the contracts of sale, the same action being continued by the Trustees under his will, their agents in America, Robert Troup and his successor, Joseph Fellows, fulfilling the contracts of sale, by executing deeds for said lands, on the payments of purchase monies, which were accounted for and paid over to Mrs. Pulteney, and afterwards to her son and legatee, Rev. R. T. P. Pulteney. By indenture dated September 10, 1862, the trustees under the will of Sir John Johnstone conveyed to Richard Thomas Pulteney Pulteney the title to the lands at that time affected by the contracts aforementioned, and thus this might properly be called the PULTENEY BRANCH of the Pulteney estate.

The title having become fully vested in Rev. R. T. P. Pulteney, the estate was separated from the Johnstone branch, Joseph Fellows relinquishing the agency to Benjamin F. Young, but retaining the agency of the Pulteney branch. His powers were fully confirmed by a power of Attorney, October, 1862, from Rev. R. T. P. Pulteney and wife to Joseph Fellows and Edward Kingsland. On account of the advanced age of Mr. Fellows and the large sums of money in his hands belonging to Mr. Pulteney and which were invested in United States bonds and other securities, it became desirable to revoke his appointment, which was done by power of attorney executed by Rev. R. T. P. Pulteney and Emma his wife, dated May 23, 1871, to Edward Kingsland of Geneva, in which the appointment of Joseph Fellows was revoked and full powers granted to Mr. Kingsland. The Rev. R. T. P. Pulteney died the latter part of June, 1874, bequeathing his estate to trustees, in trust for the benefit of his wife, and his children after her death. A new power of attorney was executed to Mr. Kingsland by the trustees, December, 1874, who yet continues in the agency at Geneva, N. Y. Although the personal property branch of the Pulteney estate was but a minor part of the whole estate, yet after all it was quite considerable. It has, however, year by year been reduced until it is now comparatively small and in the course of a few years, or as soon as it can be done without detriment to the estate or inconvenience to the parties, it will be entirely closed up.

RETURN OF SURVEY.

CONTENTS OF SUNDRY SURVEYS MADE IN THE YEARS 1791 AND 1792, IN THE COUNTY OF ONTARIO AND STATE OF NEW YORK.

1st. Contents of a tract of land westward of the Genesee river, *beginning* on the west bank of said river at a stake bearing north twenty-four degrees, thirty minutes west, and distant eight links from a white maple blazed and having three notches on the sides next the stake, being in a parallel of latitude two miles north of Kanawageras village and bounded as follows: *Eastward* by that part of the river which is between the place of beginning above mentioned and the river's mouth; *Northward* by part of the south shore of Lake Ontario; *North-westward* by a line parallel to the general course of the river, where the river is the boundary to the eastward, and south by a line extending from the river twelve miles west on the first mentioned parallel of latitude, *excepting* certain tracts sold by Messrs. Gorham and Phelps, previous to their sale to Robert Morris, Esq., viz: the tract marked in a former survey A No. 1, sold to Israel Chapin and Samuel Street. The tract marked in a former survey C No. 1, sold to Ebenezer Hunt and others, and five equal undivided eighth parts of the tract marked in said former survey C No. 2, on the shore of Lake Ontario, sold to Smith Jones and others.

	Acres.	R.	P.
Contents	114,857	2	38
Deduct an arm of Braddoc's Bay.....	57	0	37
	114,800	2	1
Contents of the township marked in a former survey C No. 2.....	25,156	2	26 3-4
Deduct Braddoc's Bay.....	936	2	23
Deduct 4 ponds east of said Bay 1,620 " 0 " 0	2,556	2	23
	8)22,600	0	3 3-4
	28,250	0	0 x 3
Contents of a tract south of Chapin and Street's Township.....	8,475	0	0
	399	1	2
Total.....	123,674	3	3

The general survey of the above tract was made by Frederick Saxton, Adam Hoops, John Adlum and Augustus Porter, and calculated by Frederick Saxton and Adam Hoops. It did not close, probably from the difference of the magnetic variation between the observations, which the obscurity of the weather prevented being made so frequently as could have been wished on the traverse of the river and lake. The error that might have resulted was about thirty-three acres (not more) and probably not near so much. It was therefore rejected, being inconsiderable with regard to the number of courses and extent of the survey.

A. The field notes are contained in the enclosure marked No. 1, West Genesee.	
B. 2d, CONTENTS of sundry townships surveyed by Augustus Porter as per his returns in the enclosure marked No. 2, Augustus Porter's return.....	131,499 " 2 " 29
Note, the field notes of township No. 12, 7th range are in No. 1, West Genesee.	

C. 3d, CONTENTS of sundry townships surveyed by Frederick Saxton as per his general statement in an enclosure marked No. 3, Contents, &c.	202,956 " 3 " 31
D. 4th, CONTENTS of sundry townships surveyed by Thomas Davis and Robert James as per their field books.	722,499 " 0 " 26
E. 5th, CONTENTS of sundry tracts between a line formerly run as the Massachusetts pre-emption line and the true pre-emption line run by Messrs. Armstrong, Ellicott and Saxton as per enclosure marked No. 4, Contents, &c.	84,896 " 3 " 5
Note, the offsets were made by Morgan Jones, Augustus Porter and Frederick Saxton.	
F. 6th, CONTENTS of township No. 1: 1st range, eastern boundary, part of the line formerly run for the pre-emption line; North boundary re-surveyed by Morgan Jones and calculated by Adam Hoops and Frederick Saxton.	25,288 " 2 " 26
See Morgan Jones notes in an enclosure marked No. 4.	
CONTENTS of West Genesee.	123,674 " 3 " 3
CONTENTS of Augustus Porter's survey.	131,499 " 2 " 29
CONTENTS of Frederick Saxton's survey.	202,956 " 3 " 31
CONTENTS of Thomas Davis and Robert James survey.	722,499 " 0 " 26
CONTENTS of sundry tracts bounding on pre-emption line.	84,896 " 3 " 5
CONTENTS of township No. 1, 1st range.	25,288 " 2 " 26
Total.	1,290,816 " 0 " 0
DEDUCT.	
From township No. 6, 4th range, sold to John Stone and others.	8,720 " 0 " 0
From township No. 12, 7th range, sold to Ezel Scott.	900 " 0 " 0
From township No. 7, 7th range, sold to S. Kirkland.	2,000 " 0 " 0
From the 6th range, sold to E. H. Robbins, Esq.	12,500 " 0 " 0
Mr. Porter, who surveyed township No. 13, 2d range, having been misled by the mistake of a former survey, included part of No. 12 of the same range, but having noted the north-east corner of No. 12 has furnished the means of calculating and rectifying the error which is.	1,881 " 2 " 30
From township No. 3, 3d range, 1 lake and part of another.	245 " 0 " 0
	26,246 " 2 " 30
Total.	1,264,569 " 1 " 10

The above are the contents of sundry townships and tracts of land in the County of Ontario and State of New York, sold by Messrs. Gorham and Phelps to the Honorable Robert Morris, Esq.

The several surveys were made by the persons whose names are hereinbefore mentioned, and their field books and notes, reference being had thereto as directed in the margin at A, B, C, D, E, will show the surveys of the particular townships and tracts.

Returned at Philadelphia in the State of Pennsylvania this 4th day of February, Anno Domini, 1793.

The contents being as above written in figures one million, two hundred and sixty-four thousand, five hundred and sixty-nine acres, one rood and ten perches.

A true copy.

(Signed)

A. Hoops, Surveyor.

Compared with the original }
Philadelphia, 16th Feb., 1793. }

On the back of the foregoing paper is an agreement of which the following is a full copy:

Robert Morris having by the articles of agreement between him and Messrs. Phelps and Gorham of the 18th of November, 1790, agreed to pay them for the surplus which the lands they had then conveyed to him should be found to contain beyond one million of acres, and it appearing from the surveys within specified, that the said surplus doth amount to two hundred and ninety thousand, eight hundred and sixteen acres, from which the deductions within specified, amounting to twenty-six thousand, two hundred and forty-six acres, two roods and 30 perches being made, leaves a residue of two hundred and sixty-four thousand, five hundred and sixty-nine acres, one rood and ten perches, to which being added three thousand acres as the amount finally agreed on, between the parties of a tract on the west side of Sodus Bay and not included in the within surveys, the said surplus quantity of land to be paid for by the said Robert Morris will be two hundred and sixty-seven thousand, five hundred and sixty-nine acres, two roods and thirty perches, which at eight pence half-penny Massachusetts currency per acre amounts to nine thousand, four hundred and seventy-six pounds, eight shillings, and which said sum of £9,476 " 8 " 0, Messrs. Gorham and Phelps do acknowledge to have received from Mr. Morris, and the articles of agreement between them have been accordingly cancelled by the consent of the parties, and also with the consent of Mr. Chas. Williamson to whom Mr. Morris hath since conveyed the lands, and who to show his privity to these matters, hath together with the said parties hereunto subscribed his name.

Dated at Philadelphia the 16th day of February, 1793.

(Signed)

ROBT. MORRIS, OLIVER PHELPS,
CHAS. WILLIAMSON, NATH. GORHAM.

MAP OF THE PHELPS AND GORHAM PURCHASE

SURVEYS—THE PRE-EMPTION LINES.

The map printed in this pamphlet was photo-engraved from a copy made by Morley B. Turpin, Rochester, N. Y., of a map furnished by Geo. H. Harris, of that place. It is an accurate copy of a map made by Judge Augustus Porter of the whole of the Phelps and Gorham purchase as re-surveyed in 1791-2.

The writer gratefully acknowledges his obligations to Mr. Turpin for his kindness in freely and gratuitously making the fac-simile copy and for the great pains taken by him to make the same accurate and exact. He is also greatly indebted to Mr. Harris for freely furnishing the map in his possession as well as for his many other acts of kindness and much valuable historical information. Mr. Harris is the author of "The Aboriginal Occupation of the Lower Genesee," and is an enthusiastic, pains-taking and ardent investigator of early history, has won for himself an enviable reputation and is high authority on the early history of Rochester, the Genesee Valley and surrounding country; from his remarkable success in locating the sites of early Indian villages and



in tracing out the paths or trails that once laced the Genesee valley, he has been officially recognized by the Senecas, who have named him HO-TAR-SHAN-NYOOH, meaning "he has found the path" or "the path finder."

Colonel Hugh Maxwell having been employed to survey and run the territory out into townships, with Oliver Phelps and others arrived at Kanadesaga (Geneva) the 2d of June, 1788. Mr. Phelps having obtained a cession from the Indians on the 8th of July, at a treaty held at Buffalo Creek, on the 25th July Col. Maxwell commenced running out the east line, starting at the 82d mile stone on the north line of Pennsylvania. Every sixth mile of this line was marked as the corners of townships, each mile of every township also noted as to the kind of timber, quality of land, whether level or hilly, and the points noted where brooks, creeks and streams were crossed and whether they were large enough for mill seats or not. With the assistance of the other surveyors, several townships were run out in the fall of 1788, and the survey of the whole tract finished in 1789. The tract was run out into ranges six miles wide and the ranges divided up into townships six miles square, the ranges commencing on the east with number one and running west to and including number seven, with short ranges at the northwest, on both sides of the Genesee river; the townships in each range were numbered from one at the Pennsylvania line to fourteen at Lake Ontario.

After Robert Morris made the purchase from Phelps and Gorham, he employed Major Adam Hoops to cause an accurate survey of the property to be made, which work was performed in the years 1791-2, as per the "Return of Survey." That part of the territory lying west of the Genesee river had been erroneously surveyed by Col. Maxwell, who run a meridian or due north line from the point twelve miles west of a point on the Genesee river two miles north of "Kanawageras" Indian village, instead of "running in a direction northward so as to be twelve miles distant from the most westward bounds of the said Genesee river to the shore of Ontario lake." This as well as other imperfections in the previous hasty survey were corrected and will account for the difference between the map of Col. Maxwell, which was the first map made and published, and that made by Judge Porter from the revised survey, of which the photo-engraving in this pamphlet is a perfect copy. The next published map is entitled "Map of Ontario and Steuben Counties," and is substantially the same as Judge Porter's, but has Seneca lake represented on it in full. Benjamin Ellicott was employed to make a new survey of the eastern line of the purchase which he completed December 8, 1792, that date being cut on a tree at the end of the line at Sodus Bay, at the time the work was finished.

Under an act of the legislature passed March 24, 1795, (chap. 33), a description and map of the Pre-emption line was procured by Simeon DeWitt, the Surveyor General, from Benjamin Ellicott, with his oath attached, certifying that it was an "accurate representation of the eastern boundary of Massachusetts as run by himself and others," that the line run was in accordance with the act of cession, and that "the said pre-emption line was truly performed." Under an act of April 6, 1796, (chap. 47), the description and map was duly attested by the Surveyor General and deposited in the office of the Secretary of State and the line formally adopted. The map contains not only the new line, which is divided off into miles, but also the old line with all the points of deviation from the true course, with the distances at the different points between the two lines.

The lines both commence at the 82d mile stone on the Pennsylvania line, the old line deflecting to the west, and the points indicated are the number of miles from the starting point, the distance between the two lines being given after each.

At	miles,	distance between,	4 chains	12 links,
" 6	"	"	19	" 75 "
" 12	"	"	46	" 32 "
" 18	"	"	59	" 20 "
" 22 $\frac{1}{2}$	" (about)	"	69	" 25 "
" 24	"	"	72	" 65 "
" 26	"	"	1 m	"
" 27	"	"	1	" 10 "
" 30	"	"	1	" 78 "
" *45 $\frac{1}{2}$	" (about)	"	2	" 56 "
" †49	" (nearly)	"	2	" 39 "
" 65	"	"	2	" 65 "
" 81	"	"	2	" 64 "

The length of the new line being 84 miles, 77 chains and 45 links.

*This point on the old line is just after crossing the outlet of Kenka or Crooked lake.

†At this point the new line enters Seneca lake. These two points show the greatest deflection in the old line.

From the description of the marks furnished by Benjamin Ellicott for perpetuating the line, the following is extracted:

"At the end of 48 miles, 64 chains, 66 links, stands a post on the bank of Seneca lake numbered 48M. 64C. 66L. (Note.—*The bank is about twenty feet high.*) The distance from this post to the post standing at the north end of Seneca lake is 10 miles, 75 chains and 37 links, and the said post is marked 59M. 60C. 31L." The point of entering the lake noted above, is some two or three miles north of Dresden, and where the line left the lake at the north end is the present Pre-emption street. The last of the marks is recorded as follows: "At the end of 84 miles, 77 chains and 45 links set up a post marked 84m. 77C. 45L., from which a buttonwood tree, about 20 inches in diameter, marked 84 miles, 77 chains 45 links, 8th December, 1792, bears South 67 degrees East, dist. 18 links, a beech tree about one foot in diameter, blazed and marked with five notches under the blaze, and 1792 over the blaze, bears N. 79 degrees 45 sec. W., dist. 42 links, and the post standing on the shore of Great Sodus Bay (surrounded with three large rocks and many stones), which is adjoining Lake Ontario. There is also several other trees blazed and notched that stand contiguous to this post and all the small underwood cleared away."

From the "Return of Survey" we learn that there were 84,896 acres of land in "The Gore" between the Pre-emption lines. This actually belonged to Charles Williamson, the representative of the Pulteney associates. As the State had given titles to different parties for this land, those whom Williamson deprived of their lands received compensation lands from the state. For 37,788 acres, the titles for which Williamson abandoned, he received from the State, on the 8th of July, 1799, title to 56,682 acres in Huron, Rose, Wolcott and Butler in Wayne county.

THE CURRENCY OF EARLY TIMES.

The act of Congress, April 2, 1792, establishing the mint, provided, "That the money of account of the United States shall be expressed in dollars or units, dismes or tenths, cents or hundredths and milles or thousandths," and "that all accounts in the public offices and all proceedings in the courts of the United States shall be kept and had in conformity to

this regulation." The act also provided that the silver dollar should be of the same weight and fineness as the Spanish milled dollar then in common use.

Individual and mercantile transactions, however, for a great many years continued to be carried on in pounds, shillings and pence, and as the value in dollars of the pound of account became fixed at different rates in the several states, in consequence of the depreciation of the earlier currency of the American colonies, it is necessary to know what kind of currency is mentioned, and the real value of it, in order to know the actual value mentioned in any early transaction or document. Although the pound of account was composed of twenty shillings, both in Great Britain and in this country, yet the English shilling, worth about 22 cents, was of more intrinsic value than the Spanish shilling, which was of less weight. The Spanish silver coins were the principal currency of the country, and it was upon the value of these that monied transactions were principally based. This currency continued to be largely in use until, under an act of Congress, their retirement was provided for, and they are now rarely seen. The writer is indebted to the courtesy of David M. Stone, editor-in-chief of the New York Journal of Commerce, who in response to an inquiry as to the date and provisions of this act, kindly responded in "Replies and Decisions" of that paper, as follows:

REPLY.—An act of Feb. 21, 1857, provided that "the pieces commonly known as the quarter, eighth and sixteenth of the Spanish pillar dollar, and of the Mexican dollar, shall be received at the Treasury of the United States, and its several offices, and at the several post offices and land offices, at the rates of valuation following, that is to say, the fourth of a dollar, or piece of two reals, at twenty cents; the eighth of a dollar, or piece of one real, at ten cents; and the sixteenth of a dollar, or half real, at five cents." The coins, when so received, were not to be paid out, or put in circulation, but were to be recoined at the Mint. All former acts authorizing the currency of foreign gold or silver coins, and declaring them a legal tender in payment of debts, were repealed. The act also provided for the coinage of one-cent pieces, and made it lawful for the space of two years, but no longer, to pay out these cents at the Mint for the fractional parts of the dollar above named, at their nominal value of twenty-five cents, twelve and a half cents and six and a quarter cents respectively.

The pound sterling of Great Britain being rated at 4s. 6d. to the dollar, the conventional rate for sterling exchange was \$4.44 4-9 to the pound, and this rate or value was maintained for many years. In New England, Virginia and Kentucky the dollar was fixed at six shillings in value, hence the shilling was worth $16\frac{2}{3}$ cents and the pound of those states worth \$3.33 $\frac{1}{3}$; in New York and North Carolina the dollar was fixed at eight shillings, the shilling worth $12\frac{1}{2}$ cents and the pound worth \$2.50; in South Carolina and Georgia the dollar was fixed at four shillings eight pence, the shilling worth 21 3-7 cents and the pound worth \$4.28 4-7; in New Jersey, Pennsylvania, Delaware and Maryland the dollar was seven shillings six pence, the shilling worth $13\frac{1}{3}$ cents and the pound worth \$2.66 $\frac{2}{3}$.

AN ABSTRACT OF THE PULTENEY TITLE.

I. Treaty of Cession between New York and Massachusetts, by Commissioners of each State, dated at Hartford, 16th December, 1786. Recorded in the office of the Secretary of State, in Book of Miscellaneous Records, M. R., [A] page 38, &c., on the 2nd day of February, 1787.

II. Conveyance to Nathaniel Gorham and Oliver Phelps, by—1st, Grant of same lands to Nathaniel Gorham and Oliver Phelps, by an act of the Legislature of Massachusetts, April 1, 1788. 2d, An act confirming to Phelps and Gorham a certain portion of said lands, passed 21st November, 1788. Recorded in the office of the Secretary of State, in Book of Miscellaneous Records, M. R., [A] page 229, &c., 6th of February, 1789.

III. Deed from Gorham and wife and Phelps and wife to Robert Morris, dated November 18, 1790, acknowledged before James M. Hughes and recorded in the office of the Secretary of State, in Book M. R., [B] of Miscellaneous Records, page 169, &c., on the 24th day of May, 1791.

IV. Deed from Robert Morris and wife to Charles Williamson, dated April 11th, 1792, acknowledged before James Wilson, U. S. Judge, 20th February, 1795. Recorded in the office of the Secretary of State, in Liber of Deeds endorsed M. R., [I] at page 400, &c., on the 28th day of September, 1798.

V. Deed from Charles Williamson and wife to Sir William Pulteney, dated March 31, 1801, acknowledged on the same day by Williamson and on the 16th of May, 1801, by his wife, before Jacob W. Hallett, Master in Chancery. Recorded in the Secretary of State's office, in Liber of Deeds M. R., [M] page 304, &c., on the 21st day of October, 1801.

3d Rev. Stat., 2d ed., 225 sec.: Act to enable aliens to purchase and hold Real Estate, passed April 2, 1798.

3d Rev. Stat., 2d ed., 226 sec.: "Act explanatory," passed March 15th, 1819.

VI. Exemplification from the Court of Chancery of

1st. The death of Sir William Pulteney, intestate, and the descent cast upon Henrietta Laura, his only child, and heir at law.

2d. The death of Henrietta Laura Pulteney, intestate as to her real estate, and the descent cast in Sir John Lowther Johnstone, her cousin and heir at law.

3d. The death of Sir John Lowther Johnstone, in December, 1811, after making and publishing in duplicate a last will and testament.

This done under the act of the Legislature, passed 26th January, 1821, to perpetuate this testimony.

20 J. R., 707; 5th Cowan, 331; 7 Wen., 367.

VII. Exemplification from the Supreme Court of the will of Sir John Lowther Johnstone, dated 7th of August, 1811, and proved in the Supreme Court by John Birch Dawson, one of the subscribing witnesses, on the 3d January, 1820, and devising his lands in America to Ernest Augustus, Charles Herbert Pierpont, David Cathcart and Masterton Ure, in trust, &c.

VIII. Deed and release of trust from Charles Herbert Pierpont to his co-trustees, dated 1st March, 1819. Proved before Lord Mayor of London by Isaac Sammel Clamtree, one of the witnesses, on the 25th day of March, 1820, and before Richard Rush, American Minister to England, on 18th June, 1823. This was done pursuant to Chap. 119, Laws of New York, 1816. Recorded in the office of the Secretary of State, in Book of Deeds No. 40, page 472, &c., on the 23d day of September, 1823.

IX. Deed from Ernest Augustus, David Cathcart and Masterton Ure to John Gordon, conveying joint interest in lands and appointing him co-trustee, dated 19th November, 1827. Acknowledged 27th and 30th of May, 1834, by Ernest Augustus and David Cathcart, before Lord Mayor of London, and by Ure before the Lord Provost and Chief Magistrate of Edinburgh, on the 27th day of June, 1834. Recorded in Steuben County Clerk's office, in Book A, Miscellaneous Deeds, March 11th, 1836.

X. Proof of the death of Ernest Augustus on the 18th Nov., 1851, and of David Cathcart on the 26th of April, 1829. By exemplified copy of commission and evidence, executed by Robert R. Campbell, United States Consul at London, on the 19th of May, 1860, with certificate of the Chief Judge of the Court of Appeals. This commission was executed pursuant to Chapter 161 of the Laws of New York, 1860, Session Laws of 1860, page 257.

XI. Deed from Masterton Ure and John Gordon, dated 1st January, 1851, conveying all the interest of Gordon in the estates to Craven, Oswald and Estcourt as co-trustees with Ure. Recorded in Steuben Co. Clerk's office, 12th Nov., 1853, Book of Deeds 69, at page 49, &c.; also, in Ontario County Clerk's office, in Liber 101, at page 148, &c., on the 26th day of November, 1852; also, in Monroe County Clerk's office, in Liber 105, at page 407, on the 18th day of January, 1853.

XII. Deed and release of trust from Masterton Ure to Craven, Alexander Oswald and Edmund Bucknall Estcourt, dated 4th April, 1859, acknowledged before George M. Dallas, U. S. Minister at London, on the 5th day of April, 1859. Recorded in Livingston County Clerk's office, on the 8th day of August, 1859, in Liber 59 of Deeds, at page 27; also, in Steuben Co. Clerk's office, Oct. 15th, 1859, in Book 88 of Deeds, at page 539, &c.; also, in Monroe County Clerk's office, on the 11th January, 1860, in Liber 155 of Deeds, at page 160.

XIII. Power of Attorney from Craven, Alexander Oswald and Edmund Bucknall Estcourt to Benjamin F. Young, dated the 14th day of February, 1862. Recorded in the Steuben County Clerk's office, in Liber C of Miscellaneous Records, at page 89, on the 14th day of April, 1863.

XIV. Proof of the death of Craven on the 25th day of August, 1866, by exemplified copy of commission and evidence, executed by F. H. Morse, Consul of the United States in the city of London, England, on the 15th day of June, 1867, with certificate of Henry E. Davis, Chief Judge of the Court of Appeals, dated 15th July, 1867. This commission was executed pursuant to the Laws of the State of New York.

XV. Deed and release of trust from Alexander Oswald and Edmund Bucknall Estcourt to Henry C. Howard, (commonly called Viscount Andover), Geo. C. K. Johnstone, Henry Chaplin and James R. Farquharson, dated Nov. 12th, 1867, and recorded in the Steuben County Clerk's office, 2d May, 1870, at 10 A. M., Book 128 of Deeds, at page 188, &c.

XVI. Power of attorney from Henry C. Howard, (commonly called Viscount Andover), George C. K. Johnstone, Henry Chaplin and James R. Farquharson to Benjamin F. Young, dated April 11th, 1868, and recorded in the Steuben County Clerk's office, in Liber C of Miscellaneous Records, page 455, &c., on the 2d day of May, 1870.

KANADESAGA AND GENEVA.

BY GEO. S. CONOVER,

GENEVA, ONTARIO COUNTY, N. Y.

Chairman of Board of Supervisors, Seneca County, 1856; President of Village of Geneva, 1873-5; 1877-9.

Author of Early History of Geneva, etc.; Compiler and Editor of "Gen'l Sullivan's Indian Expedition, 1779," published by Secretary State of New York, 1887.

Honorary Member of Waterloo, N. Y., Library and Historical Society; of the New Jersey and of the Livingston County Historical Societies.

Corresponding Member of Buffalo, Oneida and New York Historical Societies.

PART I.

(1) A brief account of the Iroquois Indians; (2) the Senecas, their early locations; (3) Jesuit Missions among; (4) destruction by Denonville in 1687; (5) new locations, ONNAGHEE, (6) GANECHSTAGE or White Springs, (7) NEW GANECHSTAGE, St. Michael on Burrell creek, (8) Cammerhoff and Zeisberger visit in 1750; (9) KANADESAGA, the Capital of the Senecas, fortifications by Sir Wm. Johnson 1750; BUTLER'S BUILDINGS at N. W. corner of Seneca Lake; (10) Samuel Kirkland at Kanadesaga 1765-6; (11) Sayanqueraghta or Old Smoke, the King of the Senecas; (12) Wyoming and Cherry Valley; Mrs. Col. Campbell a prisoner at Kanadesaga, sacrifice of the White Dog; (13) Luke Swetland's captivity at KENDATA; (14) Gen'l Sullivan's expedition, 1779; (15) captivity of the Gilbert Family; extracts from Sullivan's journals.

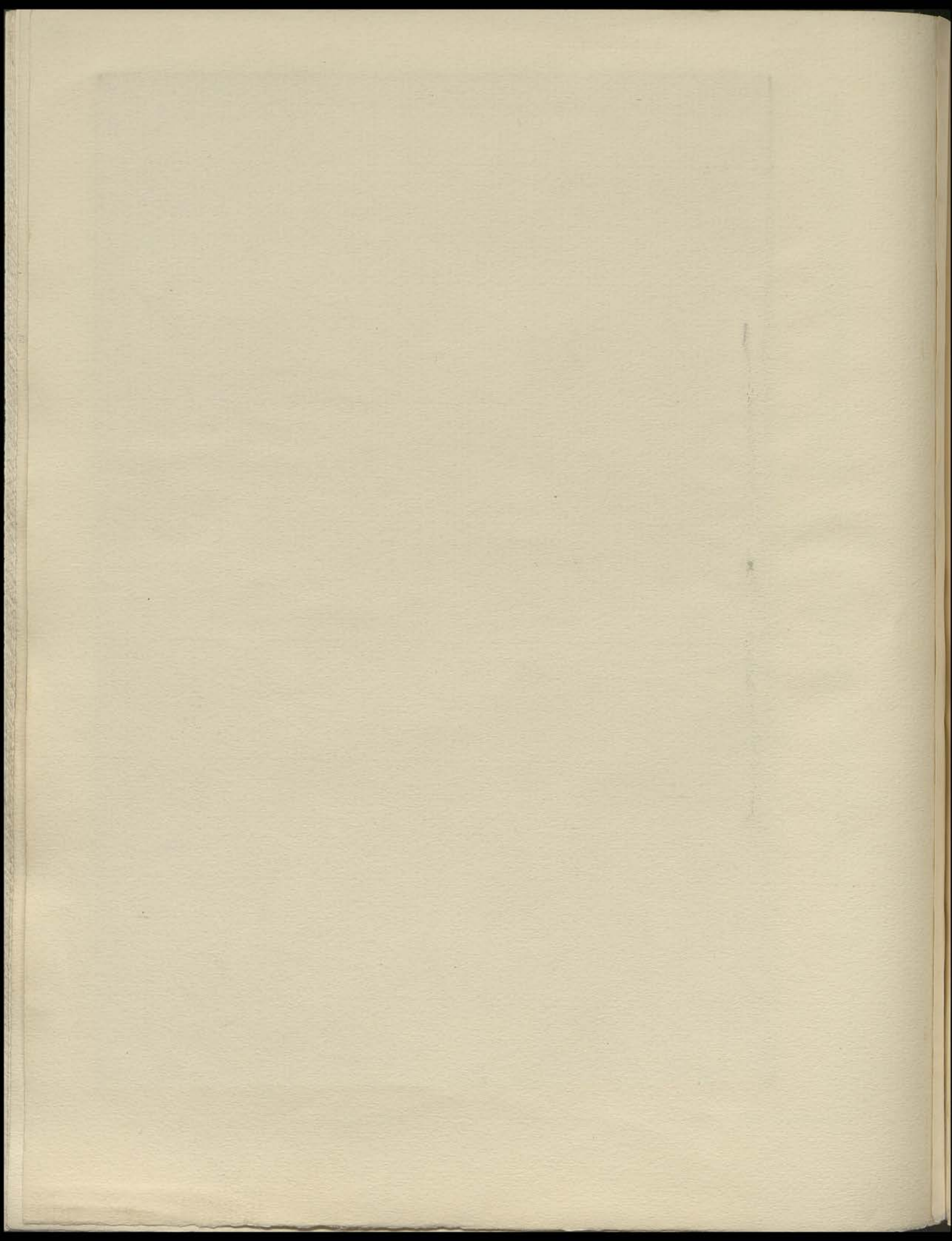
PART II.

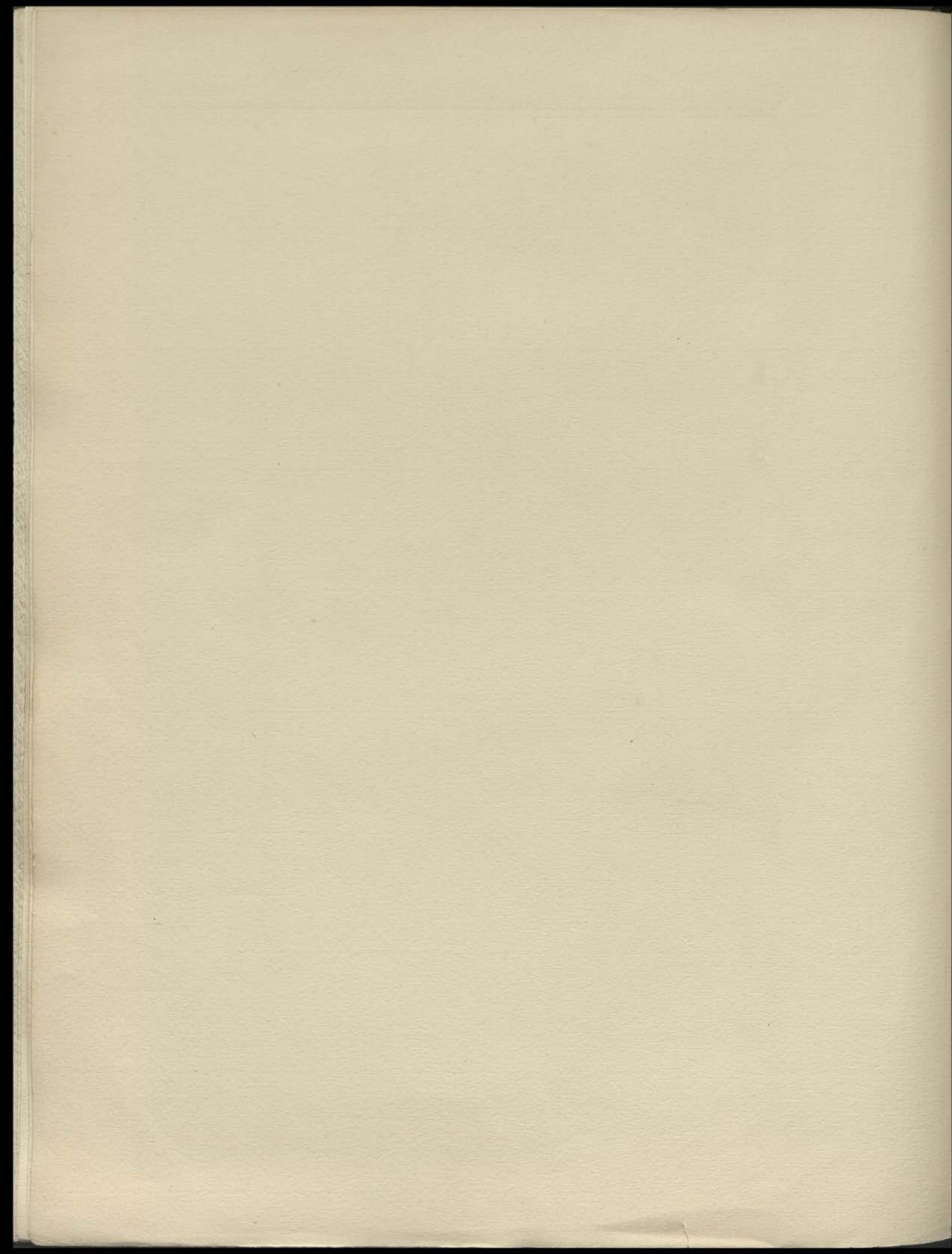
(1) Negotiations by the State with the Indians, U. S. treaty with Indians, cession of land by Oneidas; (2) settlement of controversy between New York and Massachusetts by mutual cessions; (3) the Leases, Line of Property, Fort Stanwix—Schuyler, the Long Lease surrendered, new State project, list of shareholders Lease Co.; (4) the Phelps and Gorham cession; Rev. Kirkland's journal; (5) Col. Hugh Maxwell, survey of Phelps and Gorham purchase; (6) the old pre-emption line, field notes of; cession of land from Onondagas, Oneidas and Cayugas; (7) the Military Tract, a full history of; (8) the Reed and Ryckman reservation, Col. Seth Reed's location; (9) Phelps and Gorham, their sale to Robert Morris, his sale to the Pulteney associates; (10) the new pre-emption line, field notes of; (11) Charles Williamson, his operations; (12) Title of the Pulteney estate.

PART III.

(1) Jemima Wilkinson, the Friend's Settlement; (2) reminiscences of John Widner, a centenarian; (3) Dr. Alex. Coventry, reminiscences from his journal, NEQUAGE; (4) early roads and navigation; (5) outlet of Seneca Lake. Dr. Teall, Jasper Parrish, Horatio Jones, Lafayette; (6) KASHONG, Major Ben. Barton; (7) KENDATA or Appletown, Plymouth, Kidder's Ferry; (8) THE OLD CASTLE; (9) cost of some early improvements, water works, local civil government; (10) early burials in Geneva, Pulteney St. burial ground; (11) a chapter of miscellany entitled &c., &c., &c.; Calendar of Land Papers in the Gore.

The foregoing contains about 315,000 words. Five copies have been made, one of which is retained by the writer, one presented to the Buffalo Historical Society, one to the State Library at Albany, one dedicated to FRED. H. FURNESS, Esq., and presented to the Waterloo Library and Historical Society, and one to the New York Historical Society.





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Historic Aspects of the Phelps and Gorham Treaty of July 4-8, 1788

By BLAKE MCKELVEY

The commemoration of the 150th anniversary of the Phelps and Gorham treaty with the Indians presents a challenge to the imagination. The years that have passed since that July council on Buffalo Creek have seen great changes come over this beautiful country. We think first of the marvellous material changes that have taken place, for they are obvious on all sides. We might with much profit consider the institutional and cultural developments that make those events of 150 years ago appear like the fanciful episodes of some romantic tale.

But it is not the contrast or the changes that we wish to commemorate. That council on Buffalo Creek was a very real, a very significant occasion. The chain of events of which it was a part, and the setting in which it occurred, were vital aspects of the history of Western New York, and influenced developments throughout the country. Therefore, the recollection of this historic occasion merits our close attention, even though we shall have to turn over many of history's musty pages in the process.

A brief study of the documents is enough to reveal that the men who took part in the treaty at Buffalo Creek, and in the far-flung intrigues that followed it, were sons of Adam as we know them today—some crafty and some straightforward, some simple and some endowed with foresight, some mean and selfish, and some honestly concerned

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for the welfare of the people they represented. It would be gratifying to be able to assess blame and confer honors, but the historian, after close scrutiny, discovers that each of the characters in the drama possessed a mixture of the above qualities in varied proportions—as if they had been made of the same clay as ourselves.

It is therefore with a spirit of tolerance that we come to reconstruct the episode whose 150th anniversary we are celebrating. But the significance of that historic council lay in its background and especially in the influence it exerted upon the events of the next half-dozen years. Therefore, if we wish to taste its marrow, we must see it, and commemorate it, in that larger sense.

It had only been a few years before that the Colonists had asserted and finally won their independence. The peace treaty gained from England in 1783 had recognized the Great Lakes as the northwestern boundary of the States. In those negotiations, the British had sacrificed the interests of their recent allies, the Indian tribes, and had jeopardized the livelihood of an important faction in Canada, the fur traders. Indeed, the Canadians could not understand how such a boundary had ever been drawn. For many years they endeavored to keep the terms of the treaty secret from the Indians whose territories had thus been surrendered.

The States, or the Thirteen Council Fires, as the Indians called them, were for a time largely preoccupied with affairs along the coast. Only venturesome frontiersmen paddled up the rivers and crossed the mountains. But as the years passed these pioneers increased in number, until the Indians became aroused and determined to reclaim the cleared fields and make them again part of their great game preserve.

Fortunately the Congress of the Thirteen Fires desired to come to a peaceful agreement with the Indians. Several councils were called, and regional treaties were negotiated. One of these councils, at Fort Stanwix in 1784, had gathered together most of the Iroquois chiefs in order to clarify the boundaries of the League. A treaty was adopted recognizing the validity of the Indian title to all the territory within those boundaries. According to its provisions further encroachments on those lands would not be sustained in the white man's courts unless the Indians made new cessions in regular councils duly convened and conducted according to tribal custom.¹

Unfortunately, the modest patches of land in the Mohawk Valley, gained by this treaty, did not satisfy the venturesome frontiersmen or the hungry speculators. It proved to be impossible to prevent these men from pushing deep into the Indian territories, where they bargained or tricked various chieftains into making independent and sometimes conflicting land grants. It is not surprising that some of the Indian leaders came to doubt the ability of the Thirteen Fires to sustain their agreements.

Some of the Indians began to dream of a federation of all of the Indian tribes—one that would be strong enough to command the respect of the States. Many of the English in Canada encouraged the chiefs to unite and form a buffer state, comprising the vast territory south of the Great Lakes, which territory could then be preserved for the fur trade. The Confederation of the Thirteen Fires stood as a striking example of what union could do for widely scattered peoples. It was in 1785 that Joseph Brant, the Mohawk chief of Revolutionary fame, made a preliminary tour of the western tribes in an effort to enlist their support for such an Indian Confederation. The next year a peace pipe and the wampum belts of the Iroquois nations were carried westward by a delegation that visited all the tribes east of the Mississippi. The pipe was passed from chief to chief, and at each council fire where the proposal was favorably received a new wampum belt was added to the ceremonial "round robin." In December, 1786, a great council was convened near Detroit, and there the delegates of fourteen tribes agreed to stand together for mutual defense in a general Indian Confederation.² Decisive action might have been precipitated by the outbreak of hostilities, but fortunately these were delayed for a few crucial years.

Even before the Indian negotiations had got well under way, two of the Thirteen Fires had come together and reached an agreement concerning their rival claims to the western lands. These states were New York and Massachusetts, each of which had long claimed jurisdiction over the territory of up-state New York. Settlers and speculators alike were clamoring for a settlement of this dispute so that they could push westward and acquire sure titles to the rich lands visited by Sullivan's army a few years before. Finally in 1786 representatives from the two states met at Hartford and devised a compromise. Massachusetts surrendered to New York all jurisdiction over the disputed territory but gained as its reward the latter's vague title to ownership of the land.³

It is an old story how a host of land speculators rushed forward to secure title to this land, and how Oliver Phelps and Nathaniel Gorham gathered those of New England into one organization which agreed, on April 1, 1788, to pay Massachusetts \$1,000,000 for its preemption claims to all the lands of Western New York.⁴ But it was not long before the success of this negotiation proved to be the simplest part of the task of opening the Genesee to settlement.

We need not be surprised to find the tribesmen somewhat bewildered by the negotiations at Hartford. Was Massachusetts, and now Phelps and Gorham, claiming title to the lands recognized as theirs at the great council with the Thirteen Fires at Fort Stanwix? No wonder they gave ear to the advice of another group of land speculators, known as the New York Genesee Land Company. Thus, before Oliver Phelps could reach the Genesee, John Livingston, the leader of the rival company, had convened several of the chiefs at Geneva and had negotiated a 999 year lease to all the Indian lands of Western New York. In this lease Livingston agreed to a down payment of \$20,000 and an annual rental of \$200 for their support and the support of their children and of their children's children for 999 years. But Livingston's lease could have no standing in either Massachusetts or New York courts, and bold proposals for an independent state were put forward, further confusing the situation. Meanwhile, still another company was organized by a group of British speculators in Canada, known as the Niagara Genesee Land Company. Its leaders, Colonel John Butler, Samuel Street, and other Tory friends of the Indians, were actively urging the Iroquois chiefs to grant them a lease. They assured the Indians that the British would shortly assume the protection of their territories and that the Niagara Company would best be able to regulate the activities of the invading settlers.⁵

Such was the situation which awaited Oliver Phelps as he approached the Genesee in June, 150 years ago. His preemption claim was of little value as long as these older friends of the Indians could block a sale of the land titles. Speedy negotiations were desirable, lest the two other companies lead the Indians or the frontiersmen in a secessionist movement that would take the land out from under the shadowy claim purchased from Massachusetts. Phelps decided to offer a share in his grant, first to the New York speculators, and later to those on the Niagara. After joining his side, these erstwhile friends of the

Indians began to urge the chiefs to grant the desires of Phelps and his associates.

A first attempt to convene a council at Geneva failed, and Phelps paid a visit to Indian Allan on the Genesee before proceeding to Buffalo Creek where a large council was convened on July 4th. A goodly number of chiefs gathered there to hear Phelps explain the nature of his claim to their lands. It was not at all clear just what he had bought from Massachusetts since the Indians considered themselves to be the rightful owners of that land. But it was somehow made evident to the chieftains that, since they had been the allies of the defeated British, and since their lands had been surrendered in the peace treaty of 1783, the tribes could only expect to retain their lands on the sufferance of the United States.⁶

And the nature of the union of the States was likewise confusing to the Indians. Sometimes the States acted together as one body, as they had at Fort Stanwix; sometimes they acted independently, calling small council fires, as at Hartford; and now, at Buffalo Creek, still another kind of a council fire was being lit. It was very hard to know who had the real authority! Rumors had reached the frontier of a great council fire at Philadelphia, where the States were drawing up a long treaty, among themselves, known as the Federal Constitution. Nobody seemed to know just how the Constitution might affect the Indians. Perhaps it would be wise to make as good a bargain as possible before the States became powerful and decided to drive the Senecas from their homelands.

But still the Senecas hesitated. There were many points to be considered. Their old mission-friend, the Rev. Samuel Kirkland, was the Massachusetts representative at the council, charged with the duty of checking any mis-dealings with the Indians. One day the chiefs took him aside and told him about their hopes for a Confederation of all the Indian tribes. Did the Rev. Kirkland not think that such a confederation, in control of a buffer territory separating the United States from Canada, would receive the smiles of the Great Spirit? Apparently his answer was uncertain.⁷

And there was another serious question: Just where would the Senecas and their Iroquois brothers stand in the new Confederation? Its main occupation would doubtless be the fur trade. But, now that most of the fur bearing animals had fled to the west, it was from the

western Indians that the Scottish fur traders of Canada were getting most of their pelts, and the major part of the million-dollar-a-year fur trade was floating down the Ottawa River, rather than through the Niagara gateway as in the previous century. Did the Senecas wish to join a federation in which they would be but the poor relations of the western Indians?

These were soul-trying questions. And what did their Canadian friends advise? Street and Butler, bitter enemies of the States, seemed to consider it wise to make the sale. Their old comrade of the forest, Indian Allan, husband of one of their daughters, did not appear to be opposed to the cession. Little did the Indians suspect that these friends had already made their peace with Oliver Phelps, that they stood to win sure titles to large areas in return for the dubious claims they had previously acquired.⁸

So at last the Senecas agreed to sell a portion of their land, but they determined to make the Genesee River the western boundary of the ceded territory.

We need a special reserve of tolerance as we approach the part of the story that deals with the negotiation of the price to be paid for this vast estate. Those of us who have white ancestors, find that our forebears were neither very generous nor very straightforward at this point. For nearly 2,600,000 acres of rich land lying between Lake Seneca and the Genesee River, Oliver Phelps offered the niggardly sum of £2,100 in New York currency! The price paid to the Indians for Manhattan Island was extravagant compared to this!

Of course there were arguments in favor of the sale. One weighty argument was that the few thousand Senecas would still have more lands west of the Genesee River than they could possibly use. And some of the chiefs were beginning to realize that the best hopes for the future of their people lay in an early recognition of the inevitable triumph of the farmer over the hunter in Western New York and in a quick adjustment by the Senecas to the new way of life. In order to make this adjustment the Indians had not only to revive their old agricultural traditions, but they would also have to learn the arts of their white brothers. To accomplish this the Indians would require plows and other tools, schools, and many things which a generous purchaser of their lands might have offered to supply in kind.

Unfortunately, the story of the negotiations over the price is not a pleasing one. Protracted sessions were held in order to reach an agreement. When the Indians spoke of a desire for payments sufficient to help them secure farm tools, Phelps offered to build a mill at the falls of the Genesee to grind their flour and requested the addition of a mill site west of the river for that purpose. The consent of the Senecas to this additional cession, in spite of the 200,000 acres Phelps considered necessary for a mill site, is further evidence that the Indians were sincerely desirous of making adjustments to the white man's civilization. The final meeting, on July 8th, lasted throughout the night, and the sun was rising over the treetops for the morning of the 9th before the chiefs had reached an agreement. It had been decided that the payments already promised by the Genesee Company were just and fair, and that since a portion of the lease was now surrendered, Phelps should pay an equitable part of the total sums promised by the lessees. The task of figuring out the share to be paid by Phelps, and the task of writing down the terms of the agreement, were turned over to three white interpreters while the chiefs retired to their beds.⁹

The record becomes strangely indistinct at this point. It is hard to tell whether Clio, the Muse of History, became bleary-eyed herself with drowsiness and failed to record all the details, or whether the Goddess of Justice took a short cat-nap. At all events, after a morning's rest, the chiefs arose and upon hearing an interpreter read the articles of agreement made their marks of assent at the bottom of the deed.¹⁰ Of the fifty-eight Iroquois chiefs and the seven chief women, who made their mark on the document, possibly none but Joseph Brant among the Indians was able to read its contents, and Brant was chiefly interested in the document as one of the Niagara speculators! However, the council closed in the genial fashion, so agreeable to most of those in attendance—with the opening of several kegs of rum.

But that was by no means the end of the episode. Now that the bars to settlement had been let down eager bands of home seekers began to rush into the Genesee Country. Before he returned to New England that fall, Oliver Phelps engaged a group of surveyors to lay out townships on a rectangular pattern over all the broad estate. A site at the outlet of Canandaigua Lake was chosen for the land office and the chief town, and an order was given for the erection there of a log-house during the winter. No one has yet found the deed granted by Phelps

to Indian Allan, but other evidence supports the belief that it was at this time that Allan received his title to the famous One-Hundred-Acre Tract, later the scene of Rochester's birth. Thus, along with others, the first white resident of Rochester received his reward for services at Buffalo Creek, and undertook the duty of erecting the saw and grist mills that were expected to encourage the advance of agriculture among Indians and settlers alike. The following summer saw the settlement of the Phelps and Gorham area begin in earnest.

It was likewise in the summer of 1789 that the misunderstanding over the terms of the lease came to light. When, in August of that year, Oliver Phelps appeared in Canandaigua to make his second and final payment on the purchase price, the Indians were bitterly disappointed by the sum he held out in his hand. He had brought the balance, not of \$10,000 as they expected, but of \$5,000. There were hardly enough silver pieces in the pouch to provide one for each of the Indian braves. When they realized that they had sold the vast lands of the Genesee Country for "the price of a few hogshead of tobacco," as Red Jacket later described the payment, they raised their voices in protest. Only the chiefs of the four allied tribes, which were not directly concerned, could be persuaded to assent to a paper releasing the company from any further claim "other than the annual \$500 rental to be paid on said lands forever." Samuel Street, one of the Niagara friends of the Indians, was present to endorse this second agreement, but no Seneca signed it. Apparently they finally accepted the payment, but a bitter resentment rankled in their breasts.¹¹

The details of the affair are disappointing to one who would look back to the opening of this country with romantic eyes. Yet it is hard to think that the Reverend Kirkland would have tolerated the insertion of a smaller figure in the agreement than that read out to the assembled Indians. And it is equally hard to think, as some historians have concluded, that Red Jacket, Cornplanter and the other chiefs deliberately doubled the sum claimed in order to have a popular grievance to agitate before the tribesmen.

The misunderstanding at this point may be clarified by a study of the documents. The figure actually included in the written agreement was £2,100 in *New York currency*. One may well ask whether the interpreters bothered to explain to the chiefs at Buffalo Creek that in New York currency the pound was valued at only \$2.50, rather than at

the sterling exchange rate of \$4.49 maintained in Canada. Most of the Seneca trade at that time was with Canada, and it is reasonable to suppose that the Indians thought of the price offered in terms of the Canadian market rather than in those of the depreciated currency of New York.

Thus, the difference between the two currencies would appear to explain the misunderstanding as to the original price. But there was another detail in the agreement which was a source of hard feelings. All historians referring to this land cession, mention the "\$500 annual rental which was to be paid on the land forever." All of the Indians thought that this was clearly mentioned in the deed of cession, and two years later, when the Federal authorities investigated, all the witnesses recalled this as a part of the agreement. But no mention of it was made in the deed of cession. Instead this rental was provided for in a separate bond, privately endorsed by Oliver Phelps, in order not to cloud the company's title to the lands of the Genesee Country. The bond¹² is safe in the Ontario County Historical Society in Canandaigua, and from endorsement on the back of the bond it is evident that annual payments were made to the Indians from 1791 until 1805. Records in the Ontario County Court House reveal that Oliver Phelps in 1796 mortgaged several parcels of land near Canandaigua to Israel Chapin and his successors as Superintendent of Indian Affairs, which mortgage was to serve as security for the regular payment of the rental due the Indians. In 1806 a part of this mortgage was released in return for \$1000 paid to Chapin's successor.¹³ Beyond that date the record becomes indistinct. However a memorial¹⁴ complaining against the non-payment of this rental in 1837 and thereafter was sent to Congress by several Seneca chiefs in 1845. This suggests that regular payments may have been made prior to that date, but the absence of any record of a reply to this memorial forces one to the conclusion that the old claim, after a short half century, had finally to be forgotten as a bad debt.

The grievance over the treaty was ultimately to become an idle point of academic speculation, but we must not overlook its far-reaching repercussions at that critical period on the Indian frontier. Divergent influences and contrasting personalities were to play dramatic roles during the six years following the negotiations of 1788 before a decision was reached on the frontier. The interests of the fur traders vied with those of the settlers; the welfare of the Federal Union, that of the

Indian Confederation, as well as that of the loyalist provinces of Upper Canada, each seemed unalterably opposed to the others; meanwhile the balance of power in Europe and the traditions of the mercantilist system exerted their influence from a distance. In this complex array of forces the Phelps and Gorham purchase and the grievance it had occasioned the Senecas were minor, almost insignificant factors but nevertheless factors that tipped the scales in favor of the Americans at two critical points.

The struggle for dominance in the Old Northwest came rapidly to a head in the last decade of the 18th Century. The successful organization of the Federal Union through the adoption of the Constitution, and the election of President Washington gave the States an initial advantage. None of the contending forces could foresee the persistent growth of the American people, and indeed many of them anticipated—in some cases impatiently—the speedy dissolution of the Union. But, while the States enjoyed the central and responsible leadership of President Washington after 1788, Governor John G. Simcoe did not arrive to organize the province of Upper Canada until 1791, and even then he remained dependent upon the fluctuating decisions of leaders some three months distant by post. Meanwhile the Indians were struggling to devise a united front behind which all of their tribe could stand, but the rivalries between several of the chiefs and the varied loyalties that drew the different tribes to the Canadians on the one hand, or to the States on the other, were weakening the ties of the general Indian Confederation that had been solemnized near Detroit late in 1786.¹⁵

With the organization of the federal government the affairs of the Indian frontier had been placed under the supervision of Secretary of War Knox. Friction between venturesome settlers, greedy land speculators, and both friendly and hostile Indians was becoming so acute that a forthright policy seemed necessary.¹⁶ A few treaties had been signed with separate tribes, but some of the Indians northwest of the Ohio had refused to negotiate. General St. Clair was sent forth with an army to effect their pacification, but it was deemed expedient at the same time to make sure of the loyalty of the Five Nations of the Iroquois.

Accordingly Timothy Pickering was sent into the Genesee Country to learn the truth about the grievances of the Senecas. At Tioga Point in November, 1790, Red Jacket, Cornplanter, and other chiefs were

Land Cheap 150 Years Ago



DR. DEXTER PERKINS

DR. BLAKE M'KELVEY

Part of the land in the Genesee country purchased from the Indians 150 years ago at the rate of five acres for a penny, is pointed out on the map by Dr. McKelvey to Dr. Perkins, city historian. Dr. McKelvey, assistant city historian, explains the purchase in a new booklet "Rochester History," first issue of a quarterly to be published by the Rochester Public Library.

T.O. 1/4/38 **History Quarterly Makes Bow, Distributed by Library**

A new quarterly publication Rochester History, edited by City Historian Dexter Perkins and Blake McKelvey, assistant historian, is ready for free distribution today at the Rochester Public Library.

First issue deals with purchase of the Genesee Country from the Indians by Phelps and Gorham in 1788—2,600,000 acres of rich farm land at the rate of five acres for a penny.

The Indians hadn't wanted to sell, but finally they gave in and agreed to accept 2,100 pounds in New York currency—some \$5,000 in payment for all the lands from Geneva west to the Genesee, from Lake Ontario south to the Pennsylvania border.

They were also to get yearly rental of 200 pounds forever, so that they could buy tools and learn to farm their remaining lands. After some 49 years, rental payments stopped, but the Indians could do nothing, since that part of the contract had been written in a separate deed.

Further, the purchasers neglected to explain that a New York pound was worth only \$2.50, not \$5 as in Canada and England, and the Indians were bitterly resentful when they received payment in full—hardly enough for one silver dollar for each brave.

Mail subscription to Rochester History is 25 cents a year. Second issue is to reveal all about "The Younger Generation in the 1830's and 40's"—their opinions, pastimes and enterprises.

given a courteous hearing. Pledges of friendship were exchanged at the close of this parley and again at Newton during the following year. The chiefs were invited to pay a visit to President Washington at Philadelphia, the seat of the new government of the Thirteen Fires, and a small delegation of friendly chiefs did make the journey in December of 1791. Unfortunately, news of the defeat of St. Clair in Ohio arrived during the visit, almost disrupting the parley. It became clear that unless the grievances of the Senecas could be appeased and their friendship won over by positive benefits, the hope of retaining even their neutrality would be lost.¹⁷

The services of a trusted friend of the Indians, the Reverend Samuel Kirkland, were engaged at this particular point. His advice had previously been received both through letters and in council, and now he was commissioned to visit the Indian country and extend an official invitation welcoming a larger delegation to Philadelphia. It proved to be a difficult mission. The advocates of an Indian buffer state seemed now to be in the majority among the Indians, and the younger braves were eager to join the war parties of the western tribes. Nevertheless, in face of skillful maneuvers on the part of Joseph Brant and his friends at Buffalo Creek, Kirkland finally convened a council at Geneseo during the early winter months of 1792. After promising the aid of the Thirteen Fires in helping the Indians to make their adjustments to the white man's civilization, a large delegation of chiefs was enrolled for the trip to Philadelphia. In course of time they were duly received by President Washington, and a friendly pact was negotiated. As a result Congress passed a provision for an annual expenditure of \$1500 to purchase for the Five Nations "clothing, domestic animals, and implements of husbandry, and for encouraging useful artificers to reside in their villages."¹⁸

It was a timely settlement for it won over to the peace party, not only such former friends as Cornplanter and Red Jacket, but likewise the leaders of a middle faction, notably Farmer's Brother, who had previously been strongly suspicious of the American intentions. Indeed Farmer's Brother was himself persuaded by Washington to lead a delegation of Iroquois chiefs into Ohio in an attempt to mediate between the hostile Indians and the States. It was hoped that the Five Nations might persuade the western tribes to send delegates to Philadelphia, or to choose another site where a treaty could be negotiated that would

recognize the land titles north of the Ohio and bring peace to the frontier. The alternate necessity of dispatching an army under General Wayne promised to be both expensive and unpopular. Washington and his advisers welcomed the agency of Farmer's Brother in calling a peace parley which, even if unsuccessful, would at least manifest the peaceful inclinations of the States.

But the situation was far more complex than this brief summary of the American program would suggest. Plans for the development of the newly created province of Upper Canada (present Ontario) were passing back and forth by slow couriers between Governor Simcoe and his associates, and none of these plans contemplated a cordial peace between the Indians and the States. Indeed some of the correspondents, foreseeing an early renewal of hostilities between the States and Great Britain, advised that "The Indian War must not be allowed to subside; a peace must if possible be prevented."¹⁹ But John Jay was making headway with his negotiations in England, as responsible statesmen there began to see the trade and other benefits to be derived from a policy of conciliation. Indeed, after their first scare over the impending loss of the posts and their fur trade worth £30,000 a year, the fur merchants of Montreal began to contemplate with equanimity a gradual withdrawal from the great lake posts to the far northwest, already the center of a fur trade valued at £150,000. They began to urge a peaceful withdrawal as preferable to the inevitable losses from a protracted and bloody conflict.²⁰

Governor Simcoe on the other hand could see no safe future for Upper Canada without the establishment of an Indian barrier state as a protection against the restless Americans. The fur trade was to provide a stable economic basis for his province. To this end he sought the elimination of the Montreal merchants from the trade of the lower lakes and the exclusion of traders and settlers advancing from the American side.²¹ If the Indian territories could be saved for them by his agency, not only would their loyalty be assured, but their livelihood would be so joined to that of his lake posts and the new settlement at York (Toronto) that the two would grow in harmonious security.

An Indian barrier state thus became the major objective of Governor Simcoe's early administration and gained the approval of his superiors in the English cabinet. The advance of the Americans into the Genesee Country was early recognized as one of the major threats to this

policy. Simcoe and his advisers watched with suspense the efforts of Washington to rectify the grievances of the Senecas, and the chiefs were eagerly questioned after each visit to Philadelphia. It was felt that complete safety could only be achieved by extending the barrier state to include a continuous strip of territory south of the lakes from Vermont through to the Mississippi. The failure in 1792 of the speculators who controlled a large area of land along Lake Ontario and the St. Lawrence, northeast of Oswegatchie [Oswego], was hailed as an opportunity for English capital to acquire title to this strategic area and thus make possible the gradual introduction of British troops.²² The possibility of drawing the disgruntled Vermonters into the Canadian orbit was eagerly urged; and the Governor at another time speculated on the possibility that the people of the city of New York would welcome the alienation of Western New York in order to forestall the claims of Albany to the state capital!²³

Indeed Governor Simcoe became so convinced of the justice and strength of his case that, in June of 1792, he drew up a memorandum to guide the negotiations over the Indian boundary line.²⁴ According to this memorandum the Canadians would generously accede to the retention of the Genesee territory by the States (since it had already been acquired in large part by the Pulteney interests of England) on condition that no trading posts would be established there, but in return a large area was to be conceded to the Canadians south of Detroit. These were to be the only areas of white settlement within the vast confines of the Indian buffer state. It was anticipated in a later communication that by a careful handling of the situation the Indians could be induced to ask a British guarantee of their new line which would then become the real boundary between the States and Canada.²⁵

Unfortunately for this program the advance of Jay's negotiations in England prompted Simcoe's superiors to caution him to preserve all appearances of neutrality during the councils the Americans were endeavoring to open with the western Indians.²⁶ In fact the mission of Farmer's Brother was proving to be more successful than had been expected. He had been so fully convinced of the honorable character of President Washington that he was able to urge the western tribes to consent to call a peace council at lower Sandusky for the summer of 1793. It was a notable triumph for Farmer's Brother, for he had at the start been affronted with charges of dealing with the enemy independ-

ently. But, in the end, the ties of the great Indian Confederation were cemented, and a virtual armistice was declared. Washington was invited to send commissioners empowered to negotiate an Indian boundary with the chiefs of all the federated Indians in the presence of representatives of their "father" the King of England.²⁷

The calling of a council resulted from a significant increase in the sentiment for a peaceful settlement both among the Indians and among their northern advisers. Joseph Brant, the Mohawk Chief, who was a close associate of the Canadian Loyalists, had finally made the visit to Washington which Kirkland and other Americans had long been urging upon him. He had returned just in time to follow Farmer's Brother to the West where he gave his approval to the plan to meet for negotiations the next spring. The Canadians saw the council as an opportunity to acquire peaceful recognition for the Indian barrier state. They took great comfort from the fact that the Indians had requested that the council be conducted in the presence of delegates of the King, and Governor Simcoe immediately began to lay plans to act as mediator.²⁸

There was much speculation as to the sincerity of the American offer to negotiate. The numerous attempts made at the time should have quieted suspicion, and the documents today seem to indicate a clear desire for a peaceful settlement, if it could be attained without the surrender of earlier land cessions. But only at one time was the possibility considered that an Indian border state should be set up as independent of the United States, and no action came of that discussion.²⁹ The American policy throughout had been to negotiate with whatever Indians could be persuaded to attend the parleys, and the fact that this policy tended to disrupt the Confederation gave great offense to the advocates of an Indian state. Thus the Federal authorities did not fully accept all the conditions laid down by the Indians as the basis for negotiation, but they did eagerly and sincerely seek the opportunity to meet the Indians in a peaceful council.

As the preparations for the great council on the Sandusky progressed, Simcoe became alarmed lest a boundary should be agreed upon without the collaboration of a representative of the King. A hasty dispatch of provisions and clothing was sent ahead to the newly established post at the foot of the rapids of the Miami. The establishment of this post was itself calculated to stiffen the attitude of the Indians. It was only regretted that the fine dress given to Farmer's Brother by

Washington would be a cause for jealousy on the part of the chiefs who were to receive less elegant garbs from the Canadians.³⁰

When after many delays the delegates began to gather for the great council, the value of the friendship of the Six Nations became clearly apparent. Not only had many of the western tribe come prepared for war, rather than for a peace conference, but for a time they showed little inclination even to admit the chiefs of the Senecas and other peaceful tribes to their councils. It had been determined that a preliminary conference among the Indians was necessary in order to agree upon a program for negotiations. But it was only with considerable difficulty that Chief Brant rallied a few friends of conciliation. The advice of the Canadian agents present at this preliminary conference encouraged the more warlike chiefs to demand a previous recognition by the United States commissioners of the Ohio River as the southern boundary for the Indian territory. This the commissioners could not do, and the attempt to convene the council was thus frustrated at the last moment when the two parties had approached within a few miles of each other.³¹

The full story of the Indian negotiations of 1793 scarcely belongs to the history of the Phelps and Gorham's treaty. But it is highly significant that, even after the later negotiations had been broken off, the hostile Indians were not able to pledge all the tribes to an aggressive war policy. Several of the tribes again requested the Six Nations to attempt to negotiate for a compromise boundary. Thus, as a result of rectifying the grievances of the Senecas, the federal authorities had been able by protracted negotiations to win the confidence of the entire Six Nations, including the influential Brant. Separate negotiations were continued for another two years, thus holding their attention to the New York frontier, while General Wayne successfully humbled the western Indians. And when, following the Battle of Fallen Timbers, a council fire was lit at Canandaigua late in 1794 in order to re-define the boundaries of the Six Nations, the Canadian agents were refused admittance.³² Their advice, that the Indians refuse all separate treaties and reassemble in arms in the spring ready to demand a general peace from Wayne, was rejected, and a treaty was signed with the Americans finally defining their boundaries. The Six Nations were to receive \$10,000 in goods as payment for their concession of land at disputed points, notably Presque Isle, and the States agreed to add \$3000 to the \$1500 payment already promised to these tribes annually forever.³³

It was symbolical that the payments were to be in "clothing, domestic animals, implements of husbandry, and other utensils, suited to their circumstances." The implements of the fur trade and the hunt were notably absent from this list. The Indians of Western New York thus abandoned their ties with the Indian Confederation in exchange for a peaceful if modest place in the American agricultural community.

But the Phelps and Gorham purchase had placed yet another obstacle in the path of Simcoe's plans for an Indian border state. The steady program of settlement was increasing the flow of trade between the Genesee Country and Albany and Philadelphia. The fur post at Oswego was unable to check the passage of American boats bound for Sodus and Irondequoit bays. Governor Simcoe could not realize that this trade was only a foretaste of the American commerce that would shortly develop. He accordingly sent an officer to order Williamson to remove his settlement from Sodus Bay.⁸⁴ It is interesting that it should have been a late officer of the British army, representing a powerful group of British investors, who stood forth at this time in the vanguard of the American frontier movement to warn Simcoe and other old school British imperialists of the agricultural settlement that was in prospect for the American West.

But the settlement of the Genesee Country is another and much longer story. It is sufficient to note here that the peaceful opening of this region to settlement was accomplished without the destruction or expulsion of the Indian owners, as was so frequently the case elsewhere. And, although hostilities did finally break out between the States and Canada, the War of 1812 neither grew out of nor vitally involved the Genesee Country. Thus the Phelps and Gorham treaty which opened this area to settlement can be viewed with much satisfaction. The Senecas still continue to dwell in our midst. We are proud today to have descendants of these early "lords of the forest" as respected leaders and useful citizens in our community. We join in the pleasure of observing the many traditions and customs that have been preserved from those early days. And we are all partakers of the more abundant civilization that has grown up in the territory still known as the Genesee Country.

Documents

No. I. Text of the Phelps and Gorham Treaty

American State Papers, *Indian Affairs*, I: 210.

To all People to whom these presents shall come, greeting: Know ye, that we, the sachems, chiefs, and warriors, of the Five Nations of Indians, for, and in consideration of, the sum of two thousand one hundred pounds, lawful money of the State of New York, paid, and received by us, to our full satisfaction, of Oliver Phelps, of Granville, in the county of Hampshire, and Commonwealth of Massachusetts, Esquire, and Nathaniel Gorham, of Charlestown, in the county of Middlesex, in the Commonwealth aforesaid, and of which we do hereby release and discharge them, the said Oliver and Nathaniel; and particularly, in consideration of the covenant and engagement made and executed by the said Oliver Phelps, in behalf of the said Nathaniel and himself, by deed of even date with these presents, have given, granted, ceded, bargained, sold, aliened, conveyed, and confirmed, and by these presents do hereby give, grant, cede, bargain, sell, alien, convey, and confirm, unto them, the said Oliver Phelps and Nathaniel Gorham, and to their heirs and assigns, forever, all that territory or country of land lying within the State of New York, contained within, and being parcel of, the lands and territory, the right of pre-emption of the soil whereof, from the native Indians, was ceded by the State of New York aforesaid to the Commonwealth aforesaid, by deed of cession, executed at Hartford, by commissioners for that purpose, on the sixteenth day of September, in the year of our Lord one thousand seven hundred and eighty-six, within the following limits and bounds, that is to say: Beginning in the north boundary line of the State of Pennsylvania, in the parallel of forty-two degrees north latitude, at a point distant eighty-two miles west from the north-east corner of Pennsylvania, on Delaware river, as the said boundary line hath been run and marked by the commissioners appointed by the States of New York and Pennsylvania, respectively; and from said point or place of beginning, running west upon said line to a meridian which will pass through that corner or point of land made by the confluence of the Shanahasgwaikoreehi (so called) with the waters of the Genesee river; thence, running north along the said meridian to the corner or

point last mentioned; thence northwardly along the waters of the said Genesee river, to a point two miles north of Shanawageras village, so called; thence, running in a direction due west, twelve miles; thence, running a direction northwardly, so as to be twelve miles distant from the most westward bends of said Genesee river, to the shore of Ontario Lake; thence, eastwardly along the shores of said lake, to a meridian which will pass through the first point or place of beginning abovementioned; thence, south along such meridian to the first point or place of beginning, aforesaid; together with all and singular the woods, houses, streams, rivers, ponds, lakes, upon, within, and in any wise appertaining to, said territory: to have and to hold the above granted and bargained premises, together with all the appurtenances and privileges thereunto belonging, or in anywise appertaining, to them the said Oliver Phelps and Nathaniel Gorham, and to their heirs and assigns forever. And we, the underwritten sachems, chiefs, and warriors, do hereby covenant and engage, to and with the said Oliver Phelps, Nathaniel Gorham, and their heirs, executors, and administrators, that we will warrant and defend the above granted and bargained premises to them, said Oliver, Nathaniel, and their heirs and assigns, against all claims whatsoever.

In witness whereof we have hereunto set our hands and seals,
this eighth day of July, in the year of our Lord one
thousand seven hundred and eighty-eight:

[The special marks of 3 Mohawks, 3 Oneidas, 8 Onondagoes, 10 Cayogas, 7 Female Governesses, or Chief Women, 12 Cayogas, and 23 Senecas follow at this point, each accompanied by the individual's Indian name written down by the interpreter.]



No. II. Bond of Oliver Phelps

MS. in the Ontario County Historical Society, Canandaigua, New York.

To all People to whom These Presents shall come, Greeting: Know ye that I Oliver Phelps of Granville, in the County of Hampshire and Commonwealth of Massachusetts Esquire, in Consideration that the Sachems, chiefs and Warriors, of the Five Nations of Indians, have by deed of even date with these presents, added granted bargained sold and conveyed To the Honorable Nathanael Gorham & myself a certain

tract or parcel of Territory included within the Massachusetts right of pre-emption so called, & Lying land being within the State of New York, the particular Lines and Boundaries whereof may be seen in said deed, reference thereunto being had, have in behalf of the Honorable Nathanael Gorham, and myself, and of our heirs, executors and administrators, covenanted promised and agreed, and Do hereby, covenant promise & agree, to and with the aforementioned Sachems chiefs, and warriors of the five Nations, their heirs, successors, & representatives, in the same line or office to pay to them or to their agent superintendent or Attorney, the sum of two hundred pounds lawful money of the State of New York, the one half whereof to be in cattle at a reasonable appraisement, the other half in silver and gold coined, said payment to be made on the fourth day of July which shall be in the year of our Lord one thousand seven hundred and ninety, and to pay them yearly and every year the same sum of two hundred pounds the one half in cattle, the other half in gold and silver, on each and every fourth day of July, annually forever thereafter to ensure to the use benefit and behalf of the said five Nations. Furthermore I do hereby covenant, promise and engage, to and with the said Sachems chiefs and Warriors of the said Five Nations that the people of the said Nations may and shall continue to have and enjoy the right, benefit and advantage of hunting and fishing upon the lands and territory so Consigned & sold as above, mentioned so long as the same lands shall continue unimproved and uncultivated—To the performance whereof I do hereby bind myself my heirs executors and administrators firmly by these presents— In witness whereof I have hereunto set my hand and seal this ninth day of July in the year of our Lord One thousand seven hundred and eighty eight—

Oliver Phelps

Signed Sealed and
Delivered in Presence of

John Wutter
Saml Kirkland
Jos. Brant

The above annual payments
are agreed to be paid at the
North end of the Canadaragwen Lake

No. III. Seneca Memorial to Congress

Copied into a small Note Book by Howard L. Osgood, before 1909, now in the University of Rochester Library

To the Congress of the United States of America, the Memorial of the Undersigned Chiefs of the Seneca Nation, assembled in Public Council, on the Cattaraugus Reservation, on the 3d day of December, 1845, respectfully represent as follows:—

* * * * *

In the year 1789, the Nation at Canandaigua, made a treaty with Oliver Phelps, or Phelps and Gorham, sold a large tract of land. By the treaty an annuity was made payable to the Nation. It was, as we are informed, secured by a capital of \$7143, but how invested we know not. The annuity was paid to the Nation by the Agent for the time being. It was not paid to the Nation in 1837, nor has it been paid for a long time since. The principal has disappeared. We cannot find it, and we have reason to believe, and do believe that it came to the hands of James Stryker as Agent and was converted by him to his own use. At any rate, it has never been received by the Nation * * * * * James Stryker is utterly insolvent. He owed the United States, as we are informed, and cannot pay. Mr. Ingersoll, who was Agent before him, and who may have received the principal of the Phelps annuity, is also insolvent, and died many years ago. But we believe that this principal came to the hands of Stryker, because, as we are informed and believe, the said Stryker, in July, 1837, executed to Henry P. Wilcox, a white man, as Trustee for the Seneca Nation, but without the consent, or approbation, or knowledge of said Nation, his bond and a mortgage conditioned for the payment of \$7143—the exact sum required to yield at seven per cent, the amount of the annuity—together with annual interest at seven per cent. The mortgage was utterly worthless; neither it nor the bond, was ever accepted by the Nation.

No. IV. John Butler's Genesee Speculations

Colonial Office Records, "Canada", Q 46 pt. 2 Photostat copy of letter presented to Rochester Public Library by Dept. of Public Archives of Canada.

[John Butler wrote to Sir John Johnson in 1790 answering charges circulated in Canada that he had persuaded the Indians to sell to Oliver Phelps]

I then [1786] advised them [the Seneca Indians] not to allow any surveys to be made, nor any person to settle any part or their Country, but to acquaint their Governor of the advantage that had been taken, which I believe they did, and received a letter and advertisement from the Governor advising them not to let the Lessees survey or settle, but that Every justice should be done them— Those papers I also sent you at the time. Mr. Livingston had in this Lease included the Lands ceded to the Massachusetts State, who had agreed with Messrs Phillips & Gorham for the same. On Mr. Phillips his arrival at Canadasaga he found the Indians disputed the sale— After which with some more Gentlemen he came to Niagara— I waited on Lieut. Col. Hunter & told him their business— After a Consultation between him and I we were of opinion, by the Indians selling part of their Country to Messrs Phillips and Gorham, it might be the means of getting the Lease Invalidated. We accordingly told them if their Intentions were fair, they ought to call a Council at Buffalo Creek, and when the Indian Council fire was kindled in the presence of the whole of the Six Nation Indians, to make their proposals, & if agreed to, would be looked upon as binding from the Indians, but, that any transactions at any of their present meetings with a few young men would never be esteemed fair or binding nor would they ever allow a Settlement to take place in their Country by any such clandestine purchase— This being told Mr. Phelps he called a Council at their fire— The Chiefs previous to the Council came to Col Hunter and myself for our advice and desired we would attend their Intended Council. Colonel Hunter declined, but said I should attend. I then asked that two or three of the officers of the Garrison should accompany me and be present at the meeting to represent him. He agreed to this and then ordered Lieuts. Douglas & Vassall of the 65th Regt. to accompany me, who were present during the whole treaty, at which time the lease taken by Livingston was made void and a new

one taken for that part of the Indian Country that lay within the State of New York, and that on condition they should obtain the Preemption right from that State, otherways to be void—

Mr. Phillips got a Deed for all the Lands East of the Genesee River as far as claimed by the Massachusetts State, and that on West of said River was released to the Six Nation Indians free of all claims or Pretensions whatever— After the Deeds were fully explained to the whole of the Six Nations by Captain Brant several times and the Consideration Money agreed upon, they signed the Deeds, in presence of four Officers, and twenty or thirty other persons, and appeared to be fully satisfied except that they had forgot to reserve a Tract of Land left to *me* by *Serahawana* a Senechea Chief who died during the time I was in England, but on its being mentioned to Mr. Phelps, he agreed to give me Twenty thousand Acres in lieu of it, and if that was not sufficient, I might have another share, paying proportion of the first cost, I then told him I wanted no more, than would accommodate some friends I had in the States of Connecticut and desired him to give them Deeds for Twenty thousand Acres, which he promised to do, and has since granted them part, with his obligation for the remainder. At that time, He, the said Mr. Phelps then made an offer to a number of British Subjects then there, of becoming Proprietors, paying proportion of the first Cost, which was excepted of by Mr. Street and sundry other persons but nothing was agreed upon by me, or any other Subject untill Lieut. Colonel Hunter's opinion was asked, who said [he] could see no Impropriety in it, but added, that the sooner we got rid of it the better. The whole of the above was done after Mr. Phelps had obtained his Deeds—



No. V. Memorandum by J. G. Simcoe and Alexander McKee

The Simcoe Papers, I: 171, 172.

Suppose a Boundary should be settled upon The following Terms.

1st. The Indian Territory to form a Line separating the British Territory and that of the United States.

2d. The Posts of Niagara, Oswego, & Detroit to be demolished & not held by either & included in the Indian Territory.

48
3d. Michillimackinac to be evacuated.

4th. The Genesee Territory, but no Post to be continued to the United States, &c. as a *proper Ballance*, Great Britain to Possess the following Territory:

5thly. From the Rapids to the Miami River, or From the River St. Clair on the West & two Leagues deep to the South—this seems to have been the Original allotment of Congress, therefore more reasonable to presume that they would admit it.

By these proposals being adopted, The Settlers at Detroit would be amenable to the British Jurisdiction, otherwise they would become Lawless Vagabonds, and it is obvious injurious to the System of Peace so necessary to the States, Indians and British.

The Settlements extend to the Miami Rapids.

This Arrangement it is probable would perpetuate Peace between the different Nations.

J. G. Simcoe

A. McKee.

To His Excellency George Hammond, &c., &c., &c.



Extract from Colonel Simcoe's Letter to Mr. Hammond

Dated June 21st

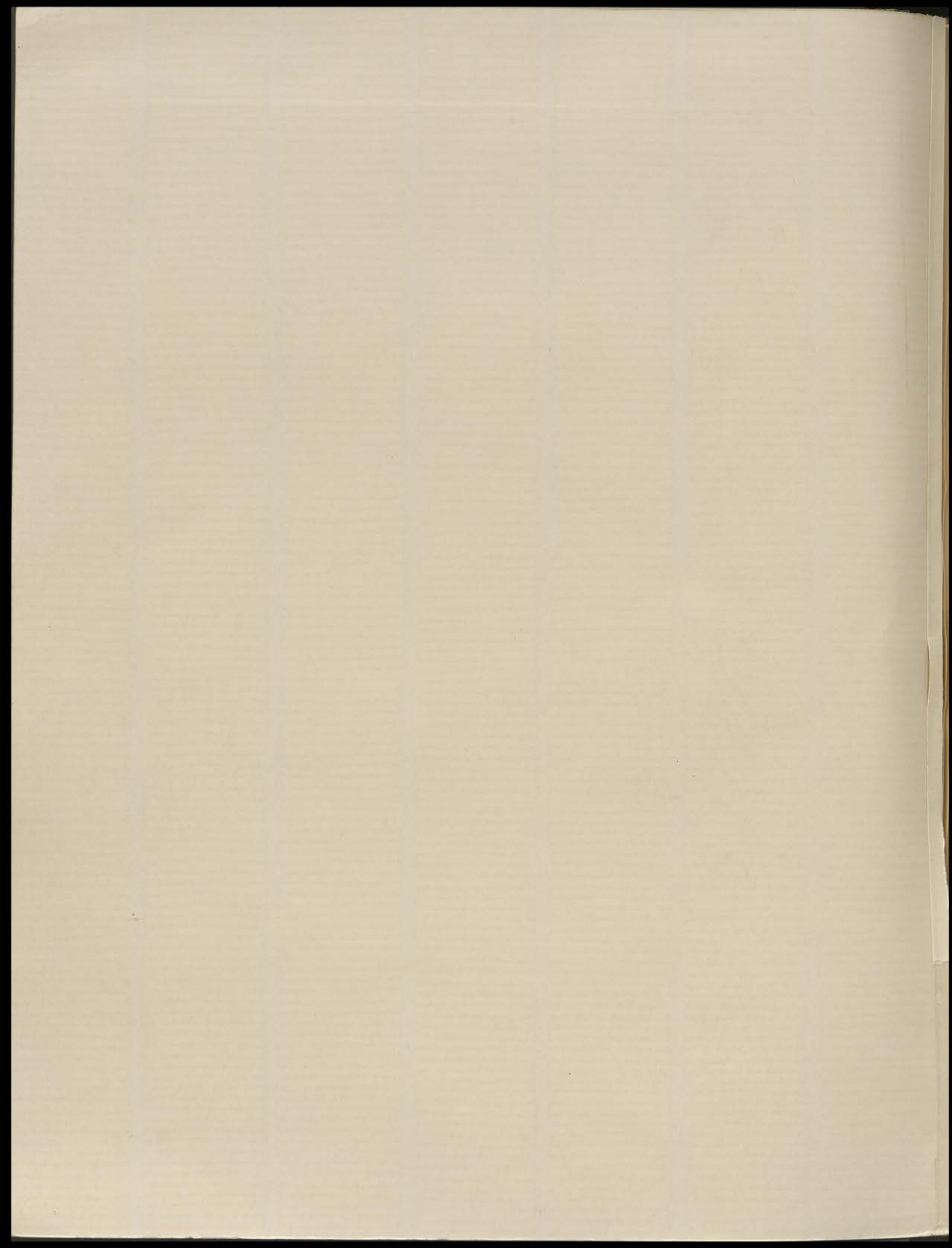
"His Majesty's Ministers do not seem to have made any distinction between Detroit and other Posts; there is an essential one, it is a large Settlement & I should hope, would remain to us as an Equivalent for the Genesee Country.

"It would be very mischievous to allow Settlements of the extent of Detroit to be Neutral; nor would it be abandoned by its present possessors; It would therefore be the interest of both Countries that it should remain under a Jurisdiction that might be amenable for the peaceful demeanor of the Inhabitants & Answerable under the Strictest limitations not to extend its Territory.

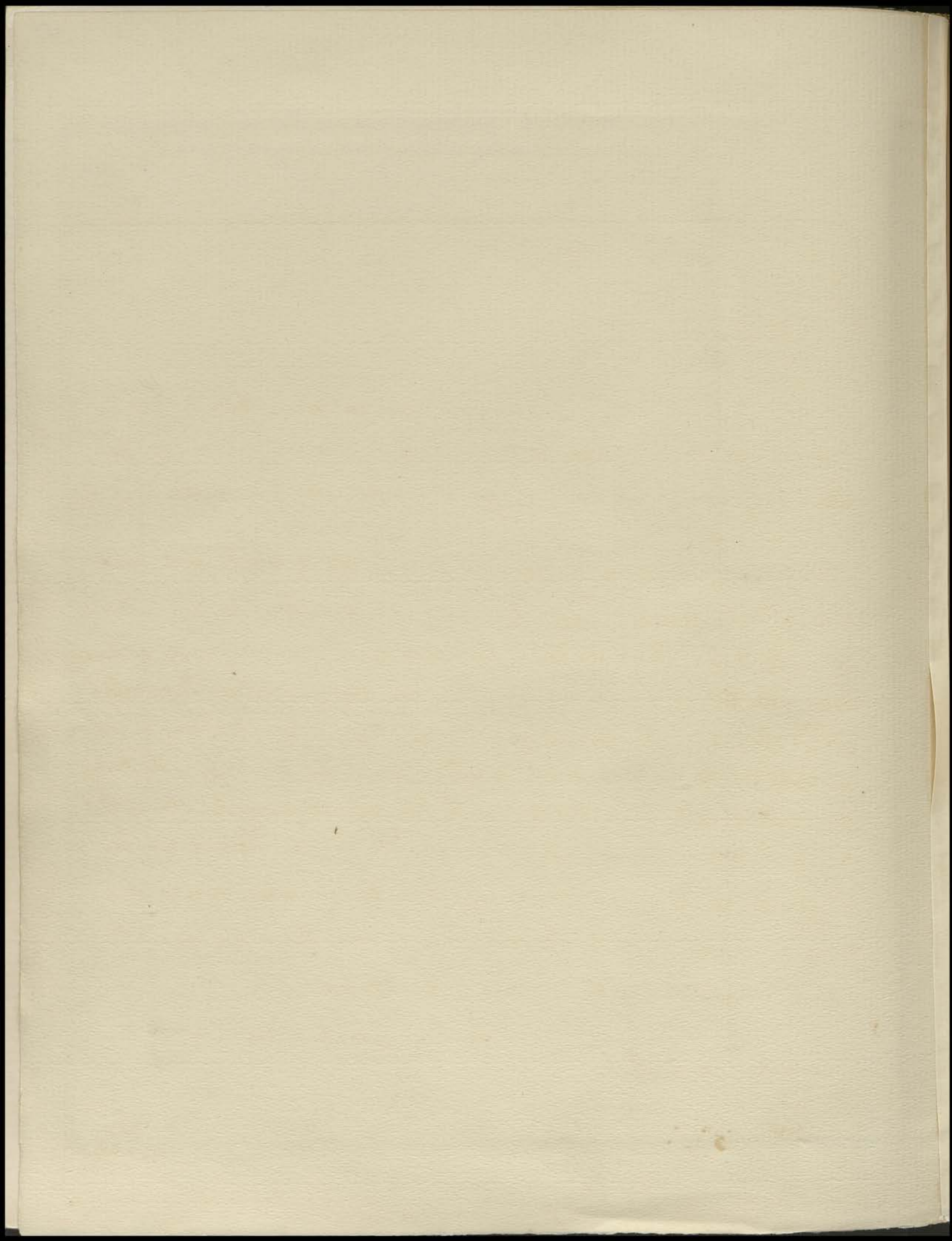
J. G. S.

Notes

1. F. B. Hough, ed., *Proceedings of the Commissioners of Indian Affairs in the State of New York* (Albany, 1891), I: 64-65 note.
2. American State Papers, *Indian Affairs* (Washington, 1832), I: 8-9.
3. L. R. Doty, *History of the Genesee Country* (Chicago, 1925), I: 347-349.
4. *Ibid.*, I: 355, 363-364.
5. Hough, *op. cit.*, I: 120-125; see also Document No. IV.
6. Hough, *op. cit.*, I: 158-172; Orsamus Turner, *History of the Pioneer Settlement of the Phelps and Gorham's Purchase* (Rochester, 1851), 137-140.
7. S. K. Lothrop, *Life of Samuel Kirkland* (Boston, 1847), 288-289.
8. See Document No. IV.
9. *Indian Affairs*, I: 214; Turner, *op. cit.*, 476-477.
10. See Document No. I.
11. *Indian Affairs*, I: 206-215.
12. See Document No. II.
13. Ontario County, "Mortgages" Liber II: 244-245; Ontario County, "Miscellaneous Records" Liber B, p. 184; Osgood MS. Collection II: 23.
14. See Document No. III.
15. Ontario Historical Society, *Simcoe Papers* (Toronto), I: 219-222.
16. *Indian Affairs*, I: 83-92, 121-122.
17. *Ibid.*, I: 165-168, 170, 212-214.
18. *Ibid.*, I: 226-229, 241-243; Lothrop, *Life of Kirkland*, 308-310, 315-327; J. D. Ibbotson, "Samuel Kirkland, the Treaty of 1792, and the Indian Barriere State," *New York History* (1938), XIX: 374-391.
19. *Simcoe Papers*, I: 101.
20. *Ibid.*, I: 56-57, 133-137.
21. *Ibid.*, I: 140-141.
22. *Ibid.*, I: 155.
23. *Ibid.*, I: 160.
24. See Document No. V.
25. *Simcoe Papers*, I: 323.
26. *Ibid.*, I: 177.
27. *Ibid.*, I: 219-229, 256-260; *Indian Affairs*, I: 323-324.
28. *Simcoe Papers*, I: 262-265, 266-269.
29. Jared Sparks, *The Writings of George Washington* (Boston, 1838), X: 318; Justin Winsor, *The Westward Movement* (Boston, 1897), 447-451.
30. *Simcoe Papers*, I: 317.
31. *Ibid.*, I: 377-380, 401-402; II: 5-17.
32. *Ibid.*, V: 121, 123; Turner, *op. cit.*, 485-487.
33. *Indian Affairs*, I: 545.
34. *Simcoe Papers*, II: 278, 281, 297, 300, 363-364.







From Lord Bath

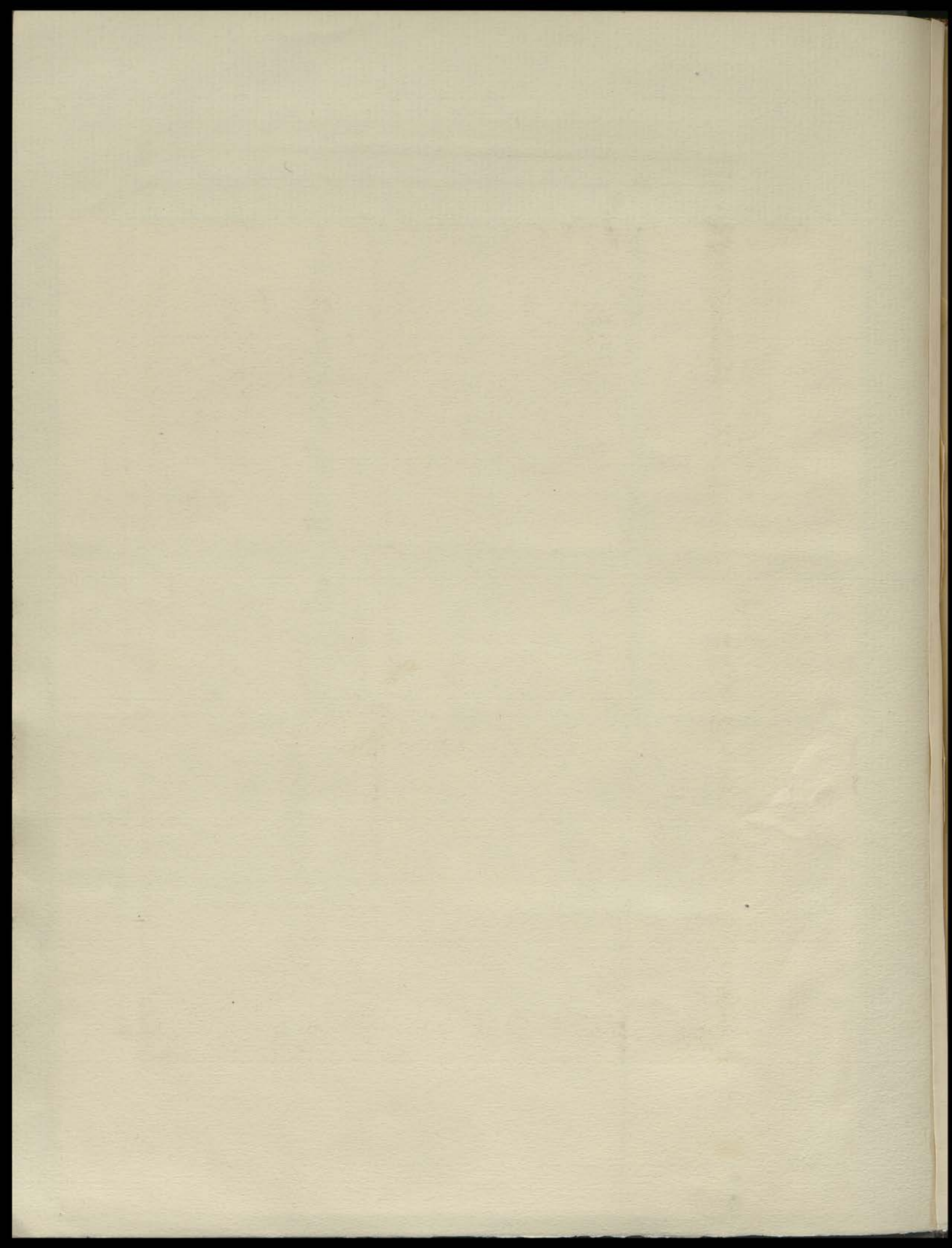
Madam

I suppose you intended that I should return you the Bishops letter, which I promise you no body has taken any copy of, nor have I done it my self, and I have shown it but to two Persons.

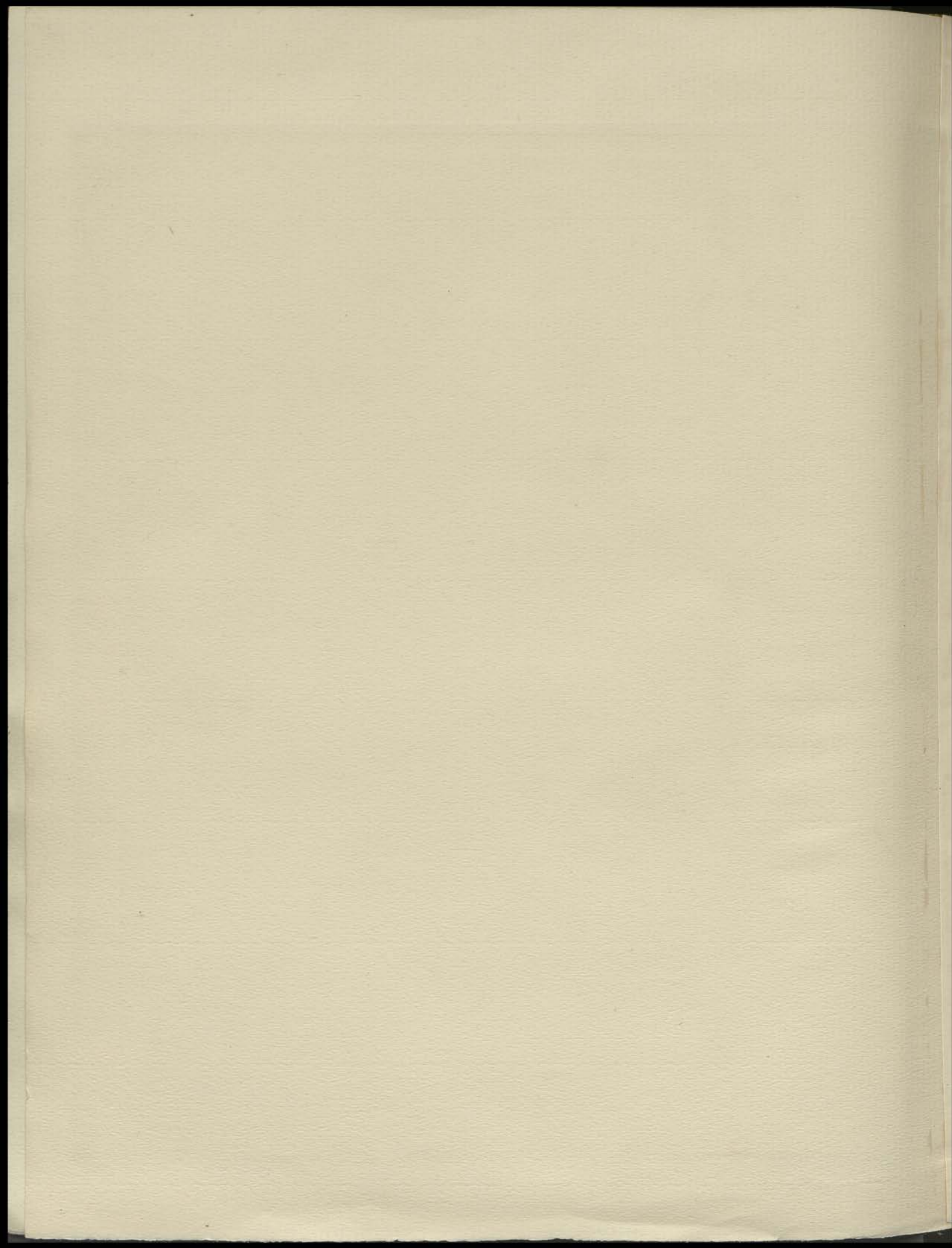
What a charming thing it is to be able to write with such vivacity and spirit, at past fourscore; and oppress'd as he says with age and infirmities. But strange as that may be, I know a more extraordinary thing, and that is, of a Person near the same age, (but without infirmities indeed) that is, at this Instant, over head and ears in Love. How does he wish he could write with as much spirit & Love to his Mistress, as the Bishop does with Loyalty to his Master, with this difference only, the one wishes the Conclusion of Love may soon be decided, the other hopes it may be brought to an Issue as soon as possible, by the only proper means of Determination and let the Posterity arising from thence, be a proof to future Generations, of the ardency of the Affection, of her
most passionate Adorer

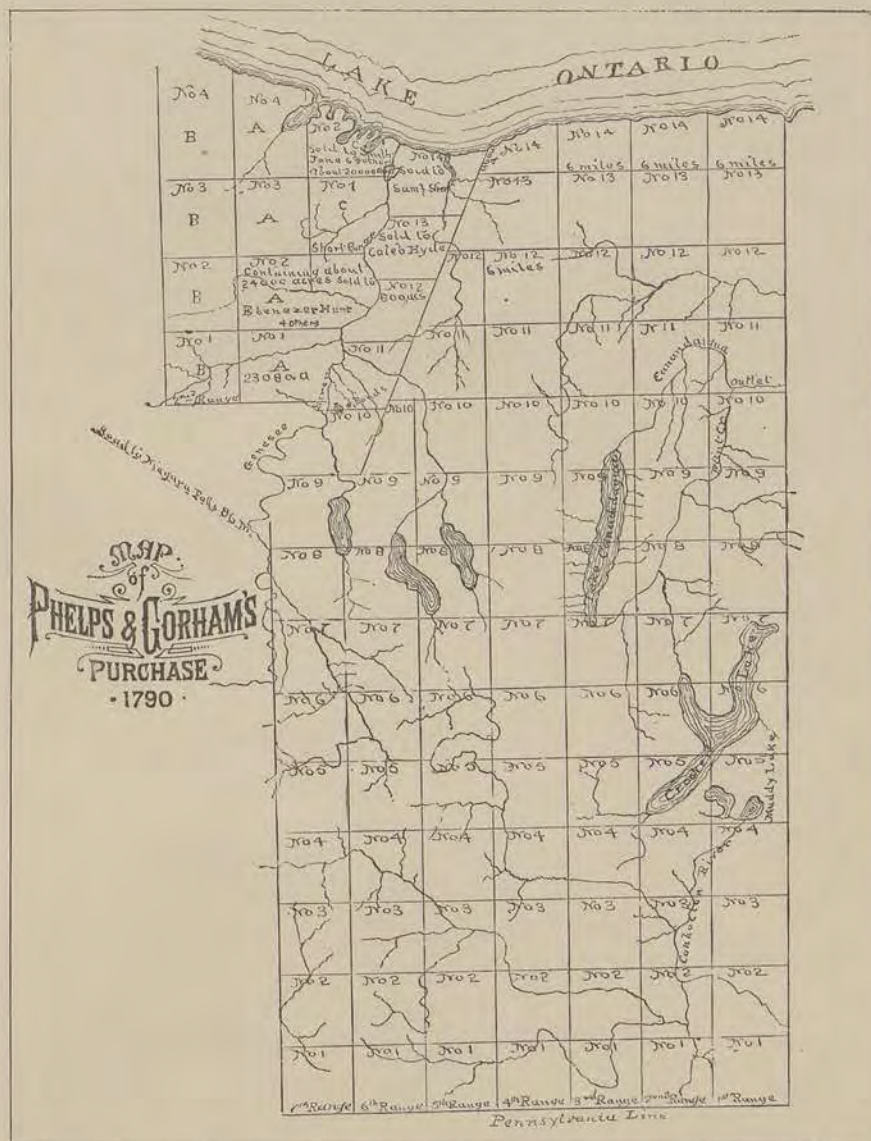
Wednesday 10 a clock.

Decr 1760











Engraved by Phillips & Co.

Robt Morris.

From the original Painting in the possession of the Publisher.

Published by J. & C. Phillips, New York.

5A
Thos Mumford Esq Philad^a. Feby 14. 1780

Sir

Agreeable to the request
contained in your letter of the 18 Jan^y
I went to the Post office & took out the
two letters enclosed herein for Cap Dudley
Saltonstall & paid Postage for the same
You may depend that I should most
cheerfully have complied with every
request you made in fav^r of Cap^t
Saltonstall who I firmly believe
has been used ill to answer partial
purposes & sorry I am that People
in power can be guilty of such things

I shall always be ready to serve
you or your Friends when in my power
W^m Holker will be glad to receive the
aid of the Onions do I am Sir Your Obed^t

Groton near New London

Thos Mumford

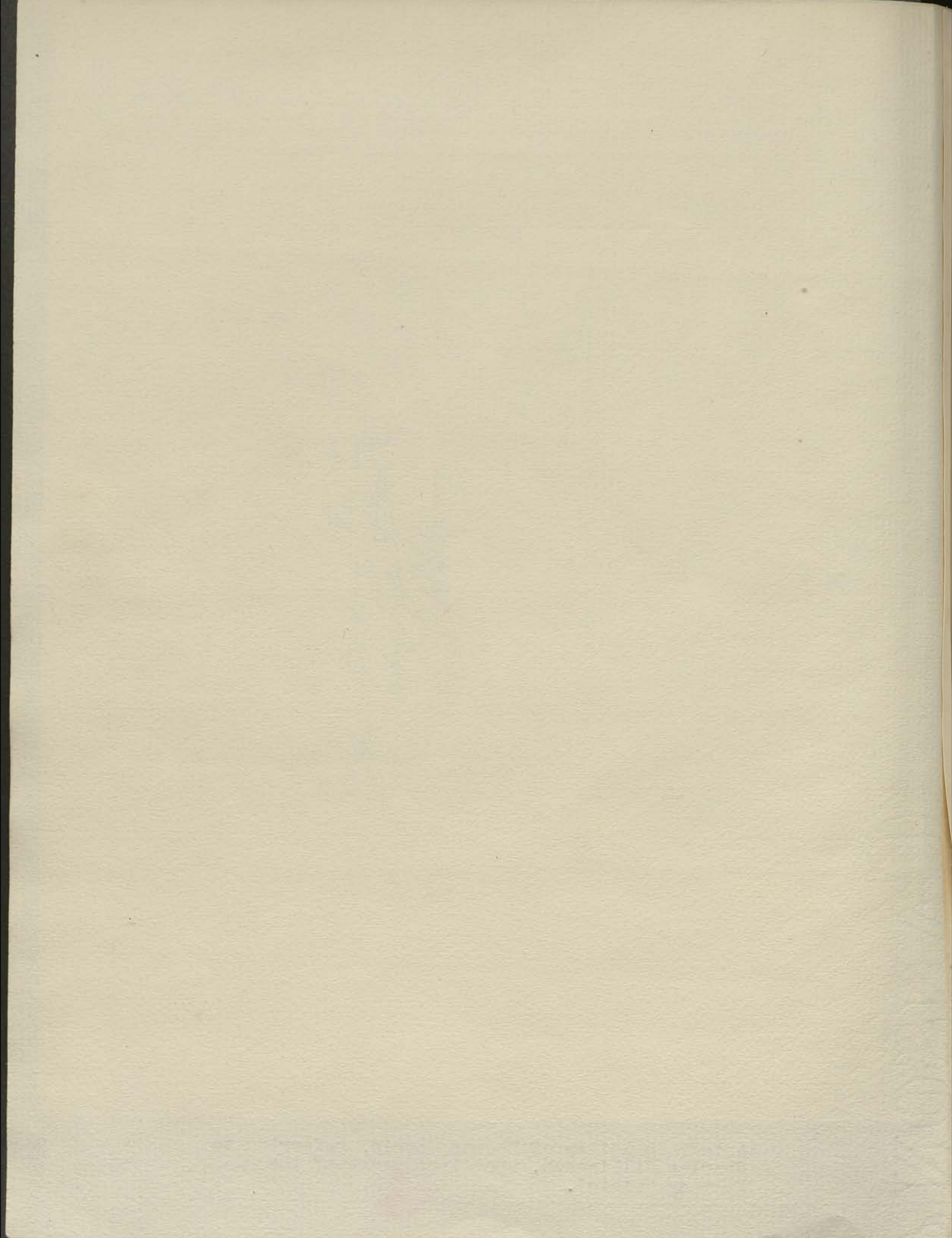
55
New York March 2 - 1848

Dear Sir

I have this moment received your letter of the 28 of February

I was in the Genesee Country when the late Captain Williamson arrived from Europe - He landed I think in Philadelphia, from whence he proceeded almost immediately to Canandaigua, where I first saw him in 1991

I remember understanding from him distinctly, that he had been naturalized in Philadelphia previous to leaving that City, in (I believe) the Court of Common Pleas, of which Judge Edward Shippen was the Chief Justice - So that you will have to procure your proof from Phil^a - as he was never naturalized in this State - I remember being surprised at his having been admitted to Citizenship after so short a residence in this Country, as the law at that time, (I think) required a residence of two years, without any previous declaration as to his intention to become a Citizen - I am very sorry that any question should have arisen on this subject, for altho I can not believe that there is any danger as to the result, it nevertheless occasions trouble and anxiety



Albany 13th March 1845

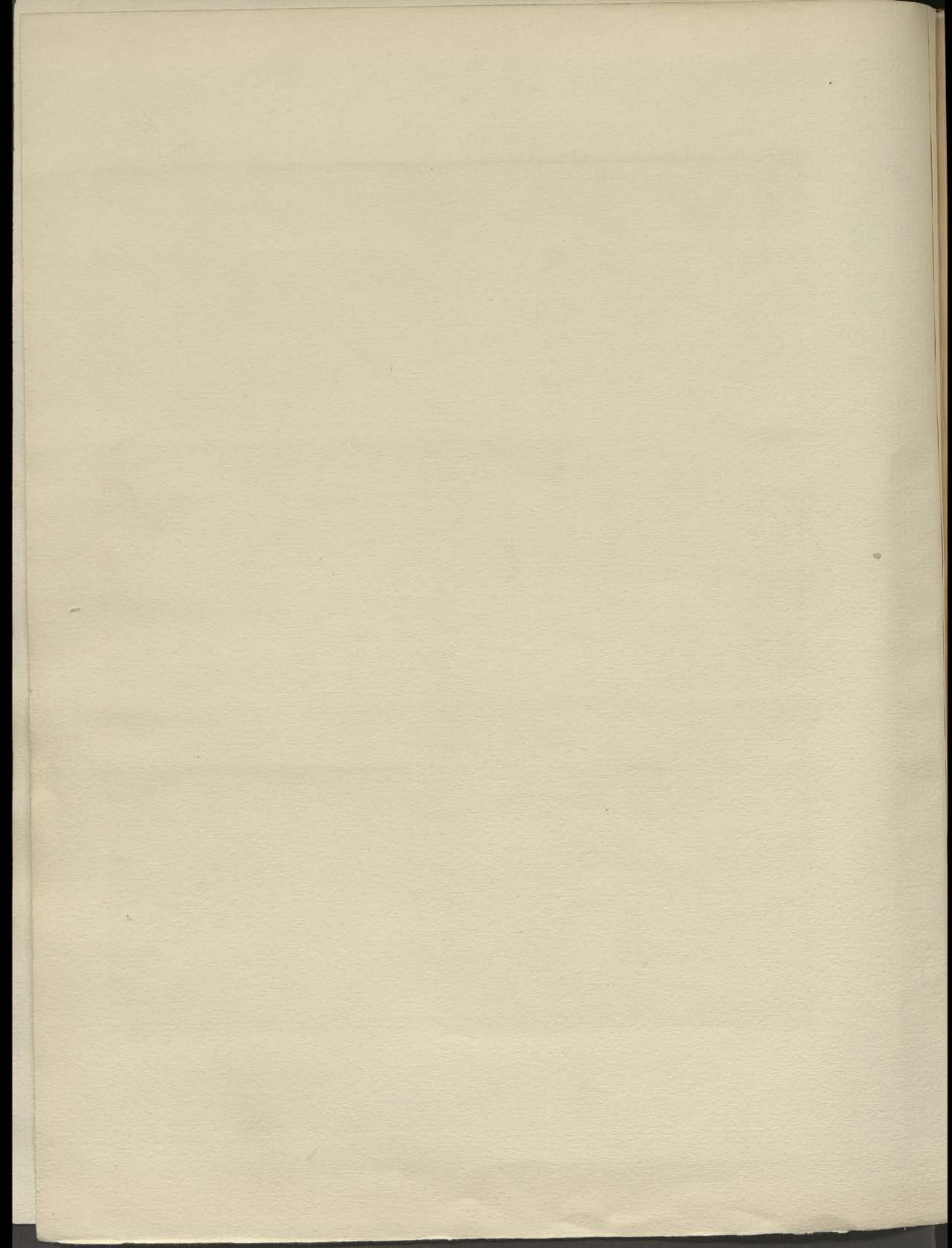
Dear Grief

I hereby acknowledge the receipt of one hundred Dollars which you forwarded to me by Mail and which came to hand the day before yesterday

It is with regret that I learn of your death not only because I shall lose my money but on account of his family by whom his loss will be severely felt I yet hope that Clarke will purchase my farm, but if he does not you had better divide it

You have heard before this probably of Charles's Regittal. The Demos here are all in the Wind, the Merchants Bank started a good chance of being incorporated, De Witt Clinton & Keith are here to prevent it but the Legislature proclaim no first Counsel to influence or direct us

Sincerely Yours,
Thomas Morris



Thomas Morris Esq
Sec^t

To Geo. Ramsay

Thomas Morris lived in 1800 at Canandaigua in a style common to the great Land Barons of the time.

In the years 1799 and 1800 his father was confined for debt in jail at Philadelphia. His creditors claimed that he had made unlawful transfers of his property to his sons.

(See "Robert Morris Patriot and Financier by Ellis P. Oberholtzer, N.Y., 1903, Page 261-356.)

Thomas Morris Esq^r

J. George Ramsay Esq^r

1799	Jan ^y	3	To 1 pair Gloves	- - - - -			£	"	4	"	
	"	"	1 Box Segars	- - - - -				7	"	10	"
	"	"	Paid postage of a Letter	- - - - -				"	1	"	5
	"	"	Cash lent Your Brother Charles	- - - - -				6	"	"	"
	8	"	1 pair ^{silk} Stocks for ditto	- - - - -				1	"	10	"
	"	"	1 pair ^{silk} Stocks for ditto	- - - - -				1	"	12	"
	"	"	paid for a Load Hay	- - - - -							
	"	"	paid for 30 Bushels Oats	- - - - -	2/6			3	"	15	"
	"	"	paid for 30 Bushels Oats	- - - - -				1	"	10	"
	11	"	1 pair Silk Stock ^s	- - - - -							
	"	"	4 pair White Cottons	- - - - -	13/6			2	"	14	"
	"	"	Sundries for Mr. Pringle his Grocer	- - - - -				5	"	16	"
	17	"	Cash paid for Garden Seeds	- - - - -				1	"	6	"
	"	"	1 pair Silk Gloves	- - - - -				"	11	"	"
	"	"	1 pair Silk Gloves	- - - - -				"	11	"	"
	19	"	12 Loaves Sugar 83 ^u 11.3	- - - - -	2/6			10	"	9	"
	"	"	1 Dr. Cask Sherry Wine 33 Gall ^s	- - - - -	14/			23	"	2	"
	"	"	50 ^u Coffee	- - - - -	3/3			8	"	2	"
	"	"	20 ^u Bohia Tea	- - - - -	8/			8	"	"	"
	"	"	10 ^u Best Wyson	- - - - -	16/			8	"	"	"
	"	"	1 Dr. Cask 107 1/2 Turce 6/ & Bag for Tea 3/	- - - - -				"	19	"	"
	"	"	1/2 Barrel Sugar	- - - - -				9	"	9	"
	"	"	paid expenses of Slough Wyne	- - - - -				13	"	"	"
	29	"	6 packs Cards	- - - - -				1	"	4	"
				- - - - -	12/			6	"	"	"
Feb ^y	1	"	1000 Segars	- - - - -				2	"	2	"
	12	"	paid fees of 4 Loads at the Dut ^y Office	- - - - -				1	"	15	"
	14	"	1 pair Silk Glovs 11/ & 6 packs Cards 24/	- - - - -				6	"	"	"
	19	"	2 Boxes Pickles	- - - - -	60/			"	18	"	"
	"	"	Corks and Barrel	- - - - -				1	"	4	"
	20	"	1/2 Doz. packs Cards	- - - - -				8	"	"	"
	25	"	lent Cash	- - - - -							
	26	"	4 Doz. Wine Glasses	- - - - -	24/			4	"	16	"
	"	"	2 Doz Tumblers	- - - - -	14/			1	"	8	"
	"	"	3 Cut Flint wine Decanters	- - - - -	9/			1	"	7	"
			Carried over	- - - - -				148	"	5	"

Amount Due Over £148. 5. 3

July 26 th	To 3 Cut Flint pint Canteens	5/6	"	16. 6
"	" 1 Bottle Ketchup		"	5 "
"	" Box		"	2. 6
28	" Paid for 1/2 Road Way		"	17. 6
"	" Paid for Oats		2.	13. "
"	" Lent Cash		"	16 "
March 1	" 12 pocket Handkerchiefs	5/6	3.	6 "
"	" 1 1/4 Yds Diaper	2/2	1.	19. 6 1/2
"	" Shroud & Marking Silk		"	5 "
4	" Lent Cash		2	" "
"	" Paid for Mr. Prevosts Subscription to		2.	2 "
"	" Genl. Washingtons birth day Assembly		1	" "
12	" Paid for 10 Bushels Horses feed		"	8 "
"	" Lent Cash			1. 12 "
19	" Paid for 1 Road Way		1.	12 "
"	" 1 Keg Herrings		"	6 "
"	" 4 Papers pins			2/6 " 1. 3
"	" 1/2 Hundred Needles	6	"	3 "
"	" 6 Doz Shirt Moulds		"	4. 2
"	" 1/4 th Shroud		"	10 "
29	" Paid for a Road Way		2.	8 "
"	" Paid for 1 Hundred Segars		1.	4 "
Apr. 3	" 6 packs Cards		8.	8. 10
4	" Philip Jones aut.		"	4. 10
11	" Postage 1/10 May 23 rd postage 3/1		14	20. 2 "
June 1	" 33 1/2 Gall. Best port Wine		1	" "
"	" 2. Cask casing and cartage to Schenck		"	4. 3
13	" Postage of a Letter			203. 8. 7 1/2

£ 30. 13. 8

Oct. 18 By Cash rec^d from W. Ham 60 " 90. 13. 8

142. 14. 11 1/2

Received 28 February 1800 payment in full by the hand of M^r Elias Shaw

George Ramsay

Thomas Morris lived in 1800 at Genandaigna in a style common to the great land barons of the time. In the years 1793 and 1800 his father was confined for debt in jail at Philadelphia. His creditors claimed that he had made unlawful transfers of his property to his sons. (See "Robert Morris Patriot and Financier by Ellis P. Oberholzer, N.Y., 1903, Page 361-366.)

My dear Friend -

I have urged Mr. Morris several times to write to you, on a subject that makes me very uneasy - but being much depressed in spirits, he cannot bring his mind to it. He has been disappointed from month to month, at not receiving from Washington some arrears of Custom House accounts, that are due to him - and also the costs of the suit - the consequence is, - (from Mary's income being reduced, and Henry's also curtailed, by his obligation to pay monthly, a portion of the money, he had borrowed for the suit) our house bills have got beyond our present means to discharge - our butcher, and grocer, are pressing for their dues - this always being the season when they collect - they have been paid monthly in part, but still not enough to make them patient any longer - our

domestic economy is severe; and of our present difficulties are settled, and Mary's and Henry's income forced - we should have enough to live with decency and comfort - all this detail my good friend, is a prelude to asking, if you have it in your power, and are willing to lend us - say \$500 - I could not have the heart to propose it, if I did not hope, and believe that the property in Philadelphia would ultimately make all your advances good - your tried kindness

Thomas Morris frequently turned to his friend John Greig for financial aid and apparently always received it.

Note the change in circumstances of the Thomas Morris family between 1800 and 1844.

Sally Morris was the wife of Thomas Morris.

Thomas Morris died at the City of New York in 1848. He had moved from Canandaigua in 1804.

(See Phelps & Gorham Purchase, Pages 172-174.)

and candour, makes me open to you with freedom my
whole heart - you have so long been to us a sort of Provi-
dence! — Your Nephew, the young Dr., is looking
very well, and it gives me much pleasure to find he
is becoming easy, and intimate with us — He has been
twice with my family to Mr. Gudge Monts Saturday evening
services, and has promised to continue his visits there,
as he has a standing invitation — He has also been to one
large Ball at Mr. Griswolds with Mary and Charlotte
where he was introduced to Dr. Mc Clain and Wash-
ington — besides several pretty belles — He has determined
(I believe) by my advice, to take dancing and waltzing
lessons — in short he seems animated and pleased —

My kindest and warmest regards to Mr. Greig, and
Miss Chapin —

Yours sincerely

Sally Morris

Mr. John Greig —



John Greig Esq.
Canandaigua

Ontario County - N. Y.

New York 25 Dec 1844
Mr. Morris
and 30 Dec - sent
dft. on from New York
for of 9 Dec 1844

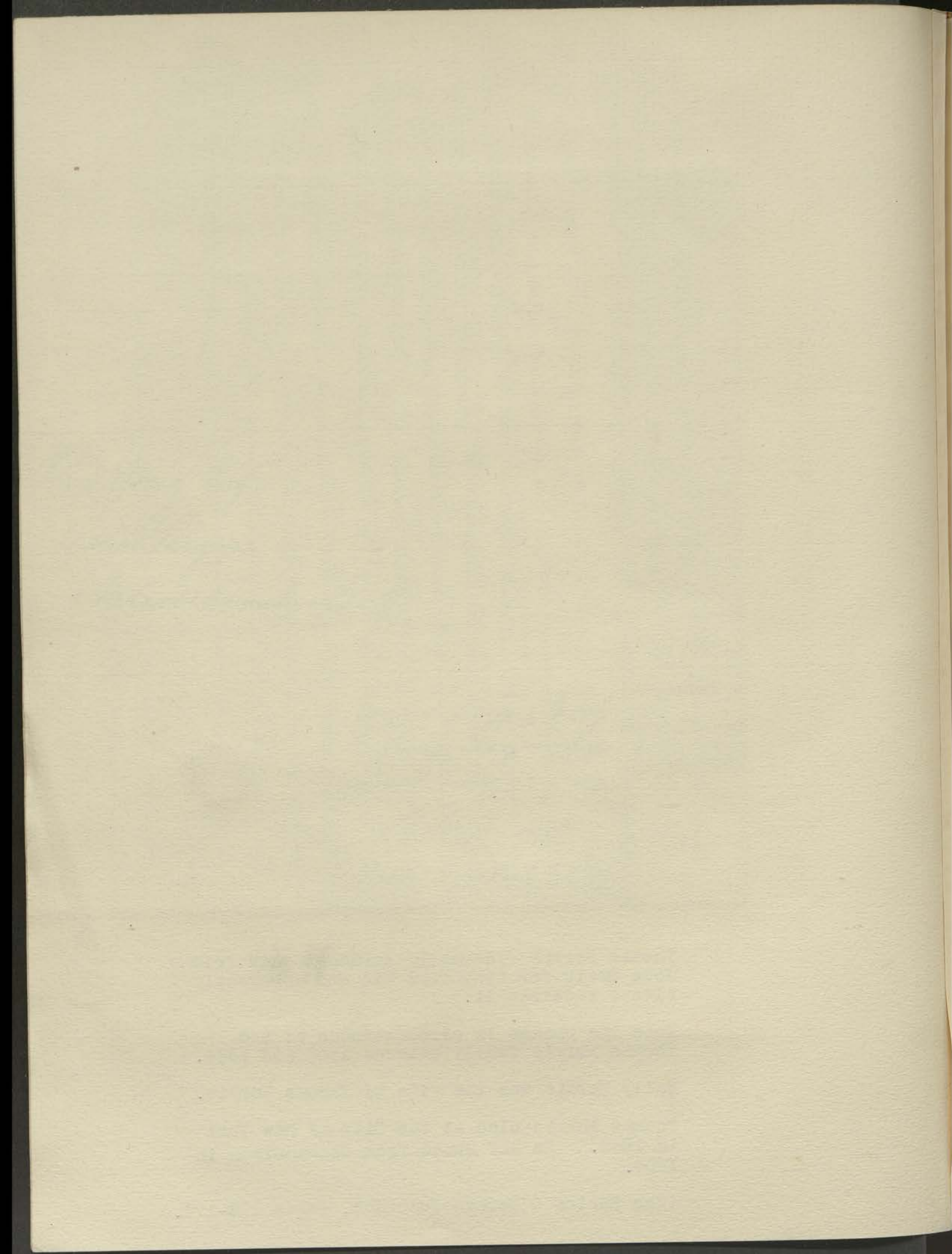
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(See Phelps & Gorham Purchase, Pages 172-174.)



THOMAS MORRIS

By deed dated the 5th. day of February, 1794, and recorded in the Office of the Clerk of the County of Ontario on the 15th. day of May, 1794, in Book Second, Page 210 of Deeds, Oliver Phelps (of Phelps & Gorham) and Mary Phelps, his wife, conveyed to Thomas Morris "of the County of Ontario and State of New York Esquire" vast holdings of land in western New York, all within the so-called Phelps & Gorham Purchase.

This original deed, beautifully hand written upon fine old parchment, with its quaint old wax seals and the signatures of the grantors witnessed, Oliver's by Charles Adams and James Wadsworth, and Mary's by Ezekial B. Hyde and James Wadsworth, and with the endorsement of John Ray, a Master in Chancery of the State of New York, and with the recording certificate by Samuel Colt, Ontario County Clerk, thereon, is now in the possession of George J. Skivington, having come to him with the purchase of the papers of John Greig.

Far down in the description of the many parcels of lands conveyed by this important deed appears the following:

"Also six thousand acres situate west of the Genesee River in Township Number One in the First Range, being part of the lands purchased by Oliver Phelps of Israel Chapin as by their agreement dated July twenty-first, One Thousand Seven Hundred Ninety-two, will appear the said six thousand acres to be of equal quality with the average of the lands purchased of the said Israel Chapin after deducting the lands by him sold to Beach and Allen."

The Allen mentioned in this deed is, of course, Ebenezer Allen and the Beach is undoubtedly the son-in-law of Isaac Scott.

As is noted in the article of Ebenezer's land holdings in Wheatland his deed from Phelps & Gorham did not come until after his sale to Sheffer.

I have been unable to find any record of the conveyance to Beach.

It will be thus seen that Thomas Morris, owning practically what is now the entire township of Wheatland, is intimately connected with its history.

I have been unable to locate any likeness of any kind of Thomas Morris. Of course, portraits of his father, the famous Robert Morris, and reproductions are very common.

No biography of Thomas Morris exists as far as I am aware. Many references to him appear in Turner's History of the Phelps & Gorham Purchase and Turner's History of the Holland Purchase and two manuscripts, dealing to some extent with his life, are in the possession of the New York Historical Society in the Henry O'Reilly Collection. A portion of one of these articles was published in the Historical Magazine of June 16, 1869.

In Vol. VII of the Rochester Historical Society appears a well written article regarding Thomas Morris by the late Charles F. Milliken, who was at that time (1928) President of the Ontario County Historical Society.

His widow, Sally Kane Morris, wrote reminiscences of her life time, which were published by William Wood of New York City in 1851 for distribution within the family circle. I have diligently searched for a copy of this item for many years without success.

Nothing need be here said as to the character of Robert Morris, his father. That publication has been fully covered in many works. As for instance, "Robert Morris, Patriot and Financier", by Ellis Paxson Oberholtzer, New York, 1903, and "The Financier and The Finances of The American Revolution", by William Graham Sumner, Two Volumes, New York, 1891.

Thomas was the second eldest of seven children, five sons and two daughters, their names being Robert, Thomas, William White, Hetty, Charles, Maria and Henry.

The eldest daughter, Hetty, married James Marshal, the youngest brother of the Chief Justice of the Supreme Court, the famous John Marshal.

Thomas was born in the City of Philadelphia on February 26, 1771.

In 1781, when he was ten years of age, he, with his brother, Robert, then twelve years of age, were sent to Europe in order that they might have the advantages of a European education, and they remained abroad seven years, spending five years at Geneva, and two years at Leipsic, returning to America in 1788.

In 1790, Robert Morris had purchased from Phelps & Gorham all of the Phelps & Gorham Purchase, which they had not already sold, comprising approximately one million, two hundred thousand acres of land, and had almost immediately disposed of his purchase at a handsome advance to a group of English capitalists, the so-called London associates, comprising Sir William Pulteney, William Hornby and Patrick Colquhoun, and a year later he had purchased of the State of Massachusetts the approximately four million acres of land west of the Genesee River, which Phelps & Gorham had originally contracted to buy from the State of Massachusetts, but which they had restored to that State having been unable to extinguish the Indian title thereto.

Robert Morris had never seen and was destined never to see these vast holdings of land.

In 1791, Thomas was sent by his father to attend an Indian Council at New Town (now Elmira) and he did attend that Council and conference in the month of August, 1791. To make the trip, Thomas had interrupted his study of law in the office of Richard Harrison in New York City.

After his attendance upon this Indian Council and such examination of Western New York, as he was able to make on this trip, he resumed his study of law for a short time, but upon attaining his majority, he lost no time in returning to this vast new country.

In the early part of March, 1792, he reached

Canandaigua, which then consisted of only a few log houses, and he erected for himself a beautiful home on the west side of Main Street in Canandaigua, which he occupied as a bachelor until May 28, 1799, when he married Sally, daughter of Col. John Kane of Schenectady, later of Albany.

Prior to his marriage he had entertained in this home many traveling foreigners, and of a group of three who visited him on one occasion, one of them proved to be Louis Philippe, Duke of Orleans, afterwards king of France.

He received them with typical Morris hospitality, supplied them with clothing, feasted them, fished with them in Canandaigua Lake, provided them with new horses and escorted them to the falls of the Genesee, where the City of Rochester is now located, then a wilderness, and many other travelers in those early days spoke of enjoying the hospitality of this palatial home.

There is inserted in this book in connection with this article a receipted bill of one George Ramsay of New York City to Mr. Morris and the items begin January 3, 1799 and many of them were apparently purchased in preparation for his marriage which occurred the following May. As for instance, "one pair silk stocks, one pound, ten shilling," and the wine glasses, tumblers and cut flint wine decanters apparently for use in his home after the coming of his bride.

The balance of the bill was paid on February 18, 1808, by the hand of Mr. Elias Kane.

By way of contrast, I have also mounted in connection with the article a pitiful letter written by his wife, Sally, December 25, 1844, to Mr. John Greig, asking for a loan to satisfy the butcher and grocer.

In the years 1799 and 1800, Robert Morris, the father, was confined in the Prune Street jail in the City of Philadelphia, for debts so vast that there was no hope of their being in any way satisfied and his release obtained. In fact, it was only after five years confinement that through his friend, General Washington, the first Bankruptcy Law of the United States was passed for the especial purpose of obtaining the release from jail of this man who had done so much to aid the colonists in the War with Great Britain.

Oberholtzer quotes in his book letters written by Robert Morris to his son, Thomas, warning the son, who was the closet to him of his children, to so manage his affairs that he would never come into such circumstances. A comparison of these two letters quite clearly shows that whether Thomas did or did not attempt to follow his father's advice, he came almost into the same circumstances and it was only through the offices of good friends that he, himself, was saved from imprisonment.

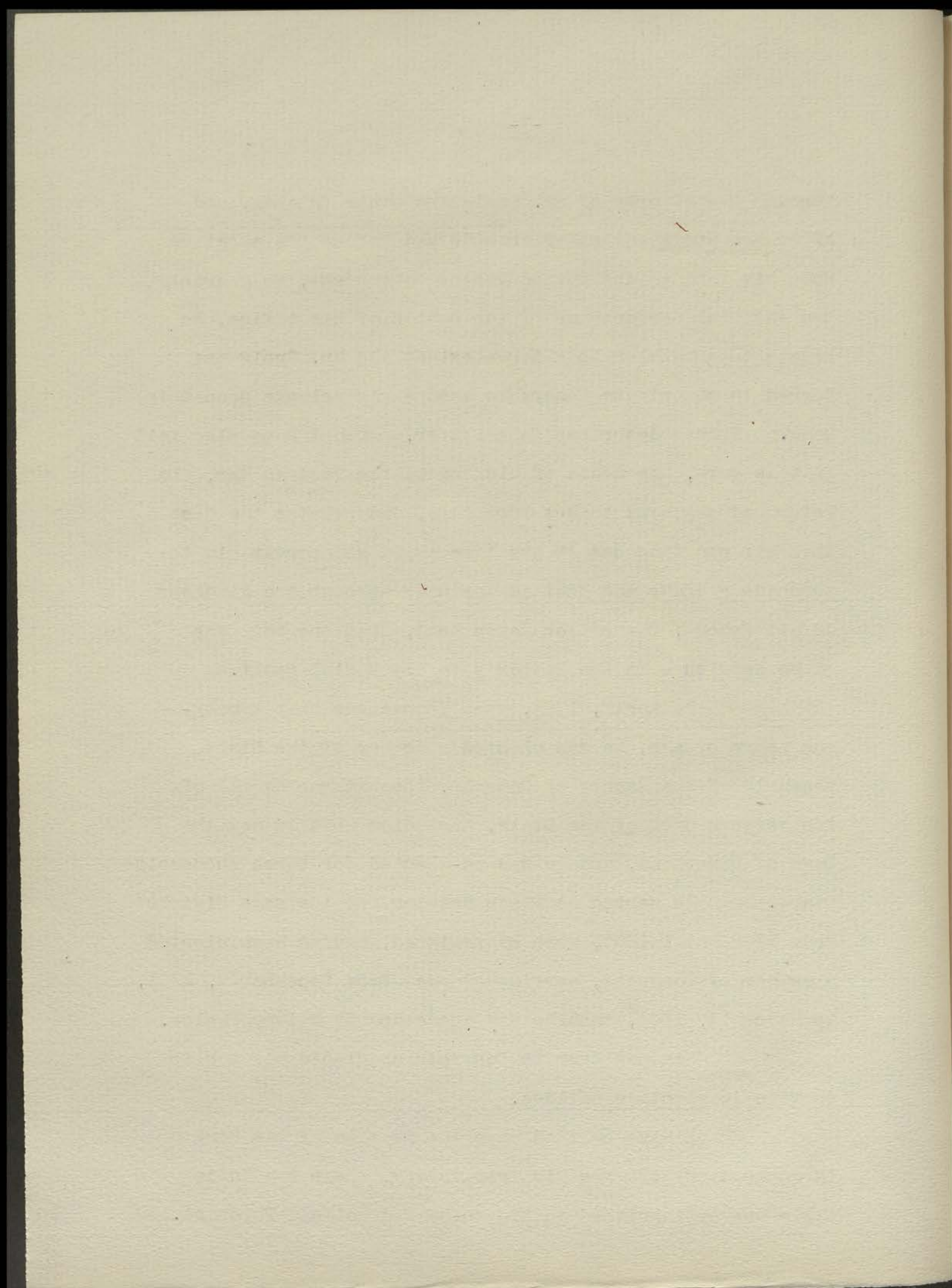
Among the Greig papers in my possession are letters clearly showing that after Thomas had obtained an appointment as Collector of the Port of the City of New York,

through the efforts of Mr. Greig and other friends, and after Mr. Greig and other friends had become the sureties upon his bond to the United States Government, to guaranty the faithful performance of the duties of his office, he became an embezzler to a large extent and Mr. Greig was forced to contribute moneys to secure his release upon this bond. Thomas describes in a letter, which I have also laid in this work, the death of his son in the Mexican War, the return of his body to New York City, and relates the fact that his own finances at the time would not permit him to purchase a grave and that it was only through the kindness of his friend, Chancellor James Kent, that the body was given sepulture in the latter's family burial vault.

In April, 1793, when Thomas was only twenty-one years of age, he was elected a member of the State Assembly of the County of Ontario, then embracing all of the western part of the State, including what is now the Town of Wheatland, and he was re-elected for three successive years. He served as State Senator for the same District from 1796 until 1800, when he resigned, having been elected a member of Congress, serving as such from December 2, 1801, to March 13, 1803, when he was succeeded by Oliver Phelps.

His one term in Congress concluded his public service in elective offices.

I have omitted here the details of his work in connection with the Big Tree Treaty, where the Indian title was extinguished to the so-called Holland Purchase.



That story has been completely told elsewhere. See the two histories of Livingston County by the Dotys, father and son, and best of all, see the work published by the Livingston County Historical Society covering the Centennial Celebration of the Treaty of Big Tree, containing the address by Mr. W. H. Samson before the Livingston County Historical Society of 1894, covering this subject.

Thomas and his family moved to New York City in 1804 where he died on March 12, 1849, aged seventy-eight years. His wife survived him about four years, dying in New York City December 17, 1853, aged seventy-five years. Eleven children, five sons and six daughters, were the fruit of this marriage, none of whom ever returned, at least, to become residents of the Genesee Country.

Like many of the other persons involved in the great land transactions which characterized this era of American history, Thomas, like his father, enjoyed by little of the incalculable wealth which they were destined to produce.

Note:

For a vast amount of information with reference to Thomas Morris, his land transactions, including his ownership of what is now Mt. Morris, and especially with reference to an important litigation carried on by him concerning a large property at Morrisville, Pennsylvania, see the papers of John Greig, in the possession of George J. Skivington.

Mr. Greig acted for many years as the attorney for Thomas Morris.

Oliver Phelps, a native of Windsor, Connecticut, was present at Lexington and became connected with the Commissary of Washington's Arm. This account of Chapin against him was apparently in connection with the purchase of supplies for the Continental Army.

*Col. Chapin in a/c
with Oliver Phelps
10 Dec^r 1792*

Dr^r Mr^r Oliver Phelps & Co In ac^t with Israel Chapin

Cr^d

1782 -

Dec. 10. To 230. Buf Cattle & y ^e necessary Expenses attending y ^e purchase, drift & pasturing as p ^r Bill &	2670. 18. 7
To 12 Guineas return ^d June 9, 1782	16. 16
To Cash Borrowed for Change	6
To - ditto in Old Junk return ^d	50.
To - ditto in light Gold - ditto	47. 4
To 100. Dollars in Morris's Bill return ^d by Jos ^s Hastings paid in Boston	30.
To Interest on Girard Pratt's note	7. 2
	<u>2815. 11. 9</u>

Granville Dec. 10. 1782

Israel Chapin

2670
2219
131

1782

April 16. By Cash rec ^d of y ^e self. 100 Guineas	140
23. By - 0 ^o - 0 ^o 100. Dollars	30
30. By - 0 ^o by y ^e Seymour	100
100 Dollars & 50 Guineas &	200
May 6. By 0 ^o The ^r Sedgwick 200 Dol ^r & 100 Guineas	480
10. By - 0 ^o by Tim ^o Edwards Esq. 200 Johanna's	14. 14
By 0 ^o by yourself 49 Dollars	90
June 15. By 0 ^o - by - 0 ^o 300 - 0 ^o	350
July 3. By 0 ^o - 0 ^o 250 Guineas	50
By - 0 ^o in old Gold Junk	298 16
Aug. 2. By Cash by Jon ^s Parsons 150 Guineas & 37 half Johanna's	600
By - Cash by yourself 2000 Dollars	300
Sept. 14. By 1000 Dollars in M. Bills	28 7. 2
By Cash paid Pratt for my Note	26. 14
Nov. 6. by 0 ^o by John Wright	9. 3
By Cash of W ^m Bacon at Fitchburg by I. Chapin	25. 8
By Cash rec ^d this day of y ^e self	78. 12. 4
By y ^e Note to Balance this day given	<u>2815. 11. 9</u>

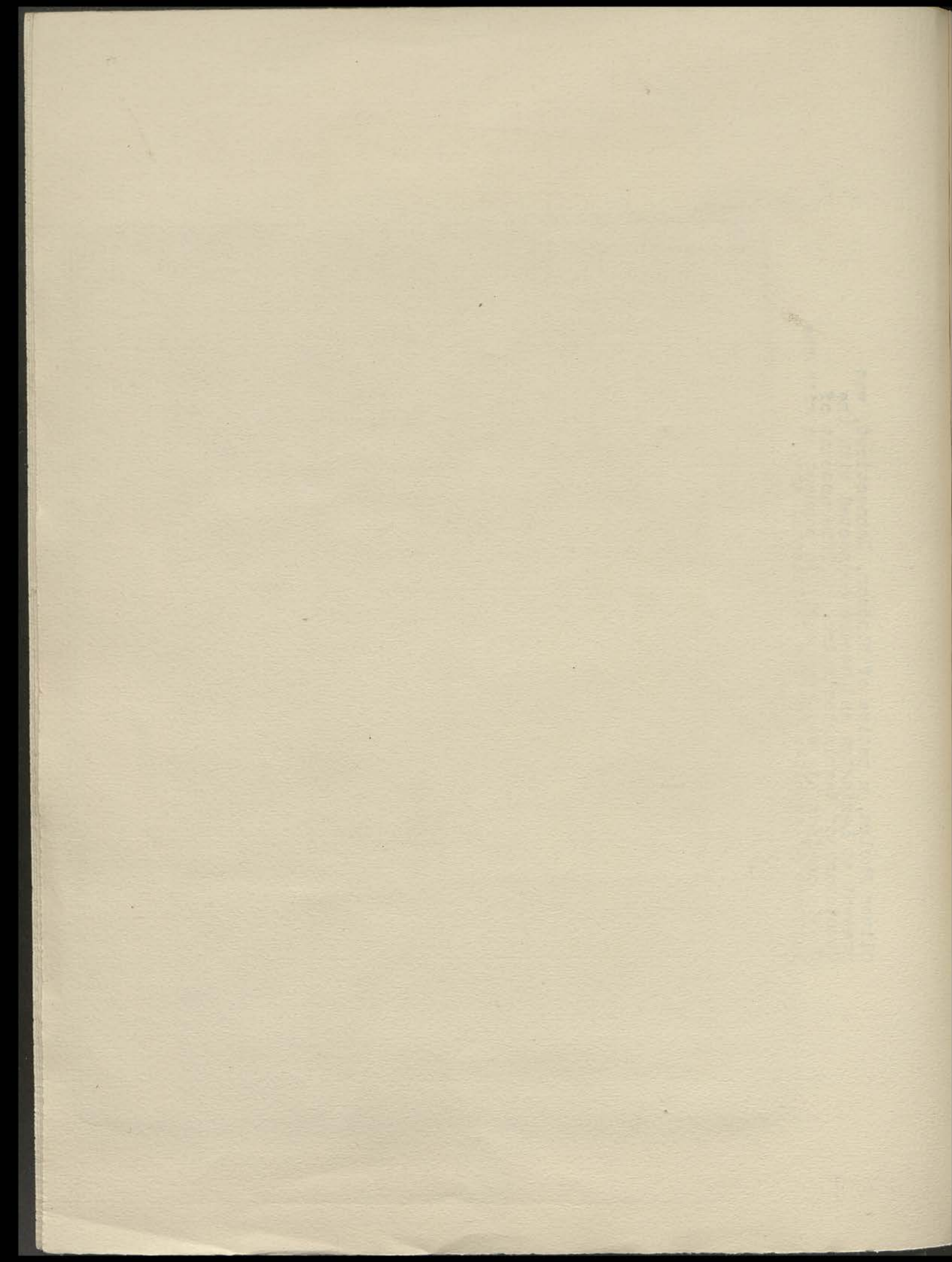
Israel Chapin

Oliver Phelps, a native of Windsor, Connecticut, was present at Lexington and became connected with the Commissary of Washington's Army. This account of Chapin against him was apparently in connection with the purchase of supplies for the Continental Army.

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S

67
Col^d Chapin
at
10. Dec. 1782
with Oliver Phelps H^d



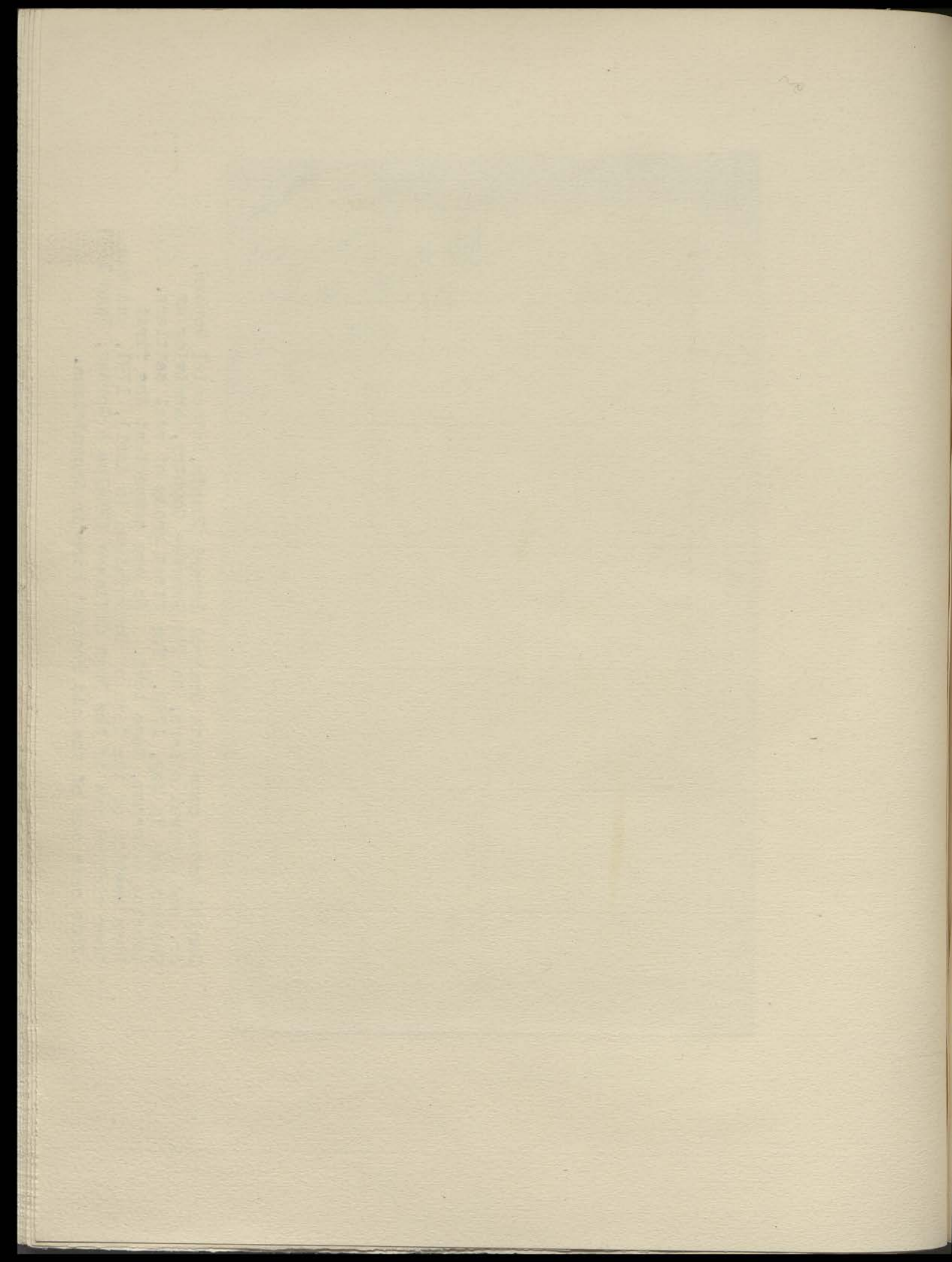
Canandaigua Nov. 22^d. 1788
Due to James Rembert fifteen pounds five
Shillings and two pence New York Currency
From Messrs. Gorham Phelps & Co
William Walker Agent
This due bill will be in payment
for any debts due to Gorham & Phelps—
Oliver Phelps—

William Walker was appointed as the local agent of surveys and sales by the Phelps & Gorham Associates at their first meeting in 1788 (Phelps & Gorham Page 137). He came to Canandaigua with Mr. Phelps in 1788. Walker remained alone in the Genesee that winter for sometime after his associates had gone back. He attended a meeting of Phelps & Gorham and associates in January of 1789 and reported that he had sold about thirty townships (Phelps & Gorham, Page 141.) This came out of the old Phelps' home in Canandaigua.

THE
LIBRARY
OF THE
MUSEUM
OF
COMPARATIVE ZOOLOGY
AND
ANATOMY
OF THE
MUSEUM OF
COMPARATIVE ZOOLOGY
AND
ANATOMY
OF THE
MUSEUM OF
COMPARATIVE ZOOLOGY
AND
ANATOMY

Recd Canandaigua Jan^y 16. 1796 of Thos^t
 Chapin administrator to the estate of
 Israel Chapin of late Deceased Nine ~~Pounds~~
 Eight Shillings & 10^d it being for one
 beef steer killed by the Indians at the
 Treaty held at Canandaigua in the year
 1789 with Oliver Phelps Esq^r and the Indian
 the reason my ex^t calling on Mr Phelps at
 time was General Chapin said the Indians
 waine much disturbed at the ^{plaint} charges and
 he w^old see me paid and w^old settle with
 Mr Phelps — Daniel Gates
 July 1791

Daniel Gates came with General Israel Chapin, Nathaniel Gorham,
 Jr. and several others, to the Genesee Country, arriving at
 Canandaigua in May, 1789. The first group of real settlers.
 (Phelps & Gorham, Page 164). He was present at the first
 Town Meeting of the Town of Canandaigua in April, 1791, and was
 then elected one of the Town Officers (Phelps & Gorham, Page 169)
 This came out of the old Phelps' home in Canandaigua.



William Antis emigrated from Pennsylvania to Canandaigua at a very early date and was the first gun smith in Western, New York, and was employed by General Israel Chapin to make and repair rifles for the Indians (P. & G. 175). The Treaty here spoken of is not to be confused with the great Treaty at Canandaigua of 1794. This was a meeting of the Indians with Mr. Phelps a year after the Treaty of Buffalo Creek and when the first annuity became due under that Treaty. The Indians here first raised the claim that they had been overreached at that Treaty. (P. & G. note Page 141).

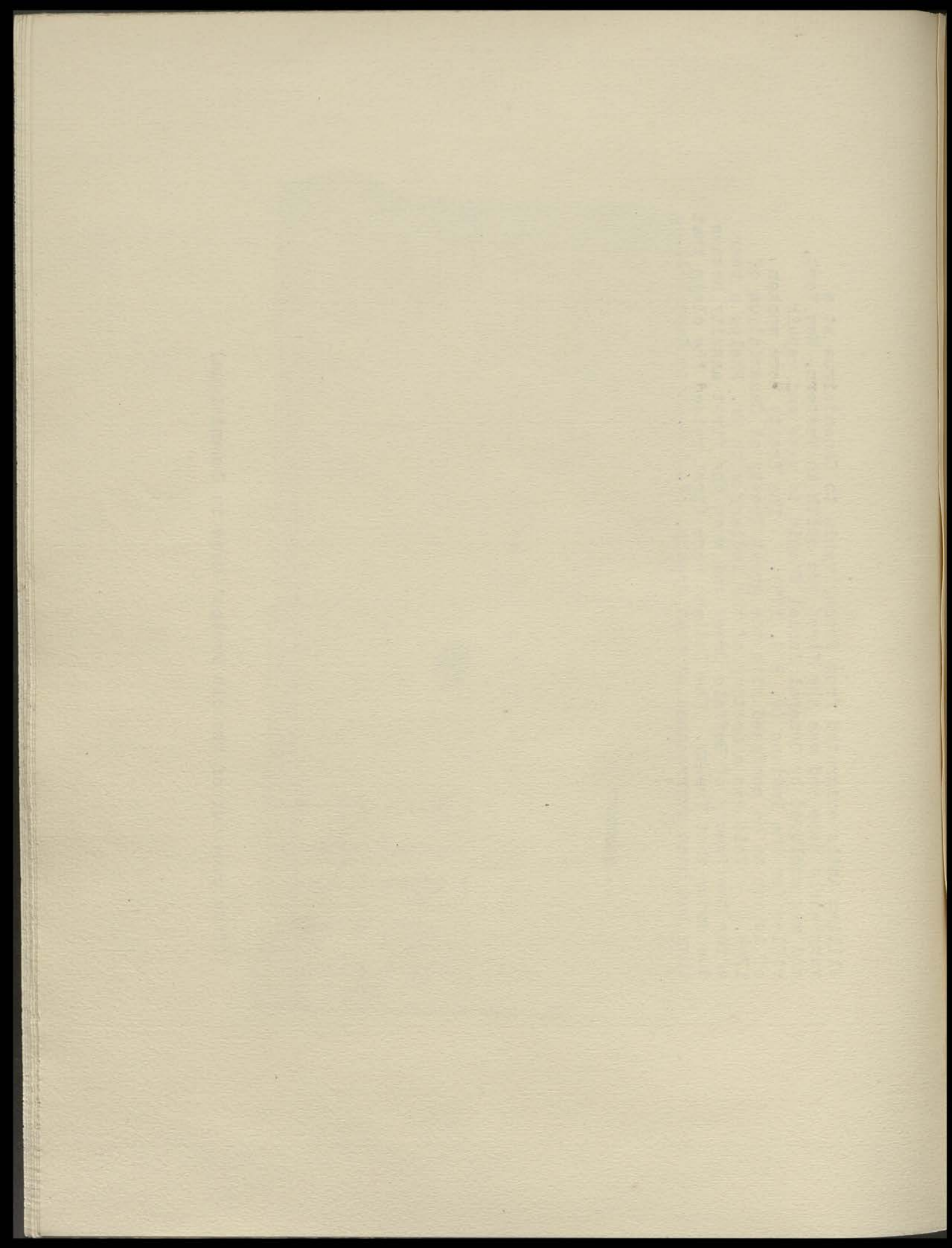
Sir ~~please to~~

if you let Little Beard have a gun Mr
Phelps will be accountable to you for five
Dollars —

W^m Antis

Nathl. Gerhardt

(This came out of the old Phelps' home in Canandaigua)



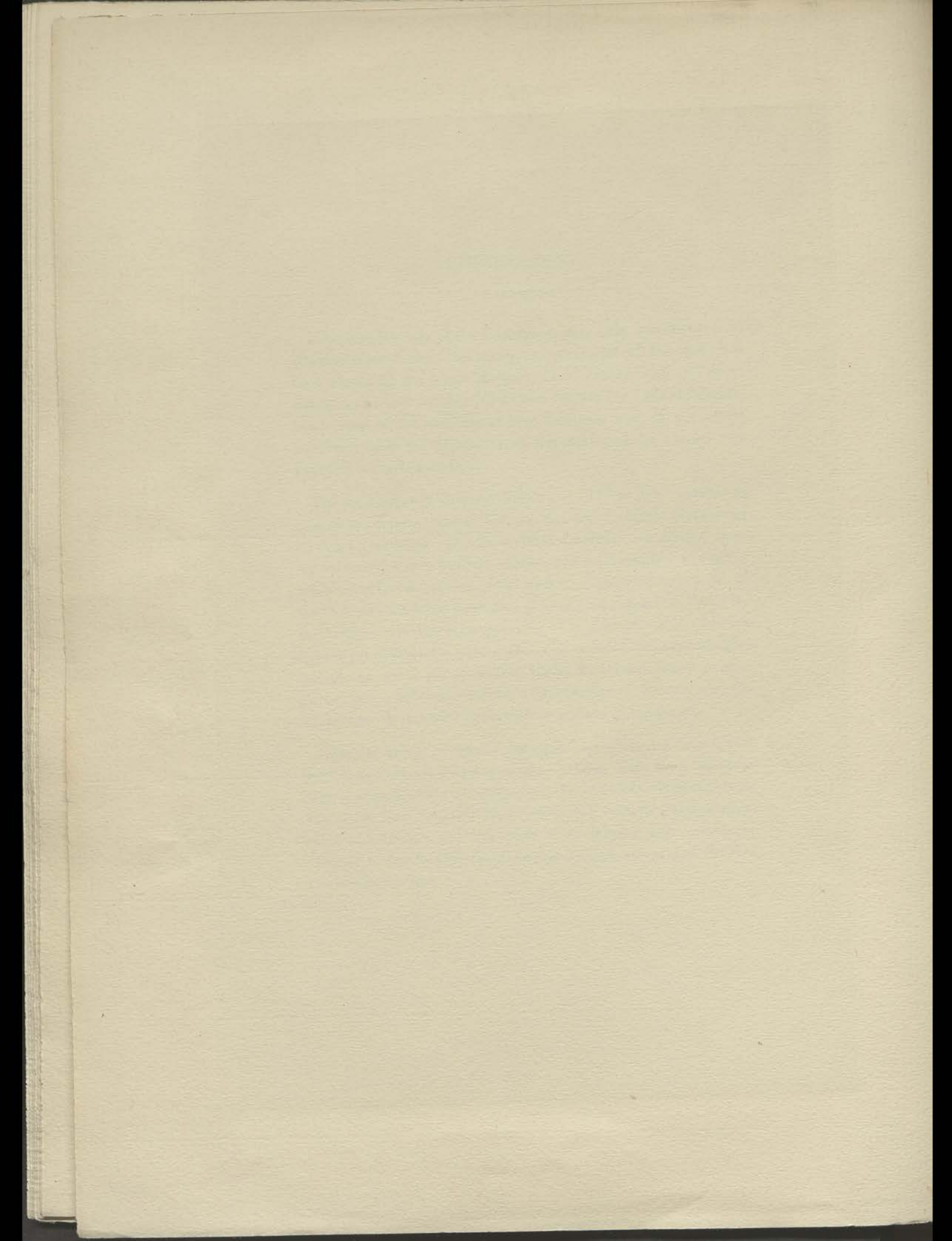
INDIAN ALLAN.

The first white person who owned and occupied land in what is now Wheatland was Ebenezer Allan, or as he was more commonly designated "Indian Allan." Allan was from New Jersey, and during the war of the Revolution, if not an active participant in the struggle, was evidently a sympathizer with the British cause.

This fact may account for his withdrawing from civilized life and seeking the seclusion of the wilderness. It may also at a later period, have influenced him to follow the example of Butler and the Johnsons of the Mohawk Valley, to seek more congenial society across the Canadian border. Near the close of the war, probably in 1781 or '82, Allan appeared upon the banks of the Genesee at Mt. Morris, and found employment upon the lands of Mary Jemison, the "White Woman of the Genesee." He here formed his first matrimonial alliance with Sally, a native of the forest. In 1786 he came to Wheatland, and by a title obtained from the Senecas, took up his abode upon the flats between the present location of the village of Scottsville and the river, building a log cabin upon the rise of ground on the north bank of the Oatka, about one hundred rods from its confluence with the Genesee.

Upon the arrival of the Sheffers in the fall of 1789 they found this cabin occupied by Allan, his Indian wife Sally, two young half-breed daughters, Mary and Chloe, and a white woman, known as Lucy Chapman, whom Allan had induced to take a half interest in his marital affairs. His sister, the wife of Christopher Dugan, a lady of some culture and refinement, having availed herself of the educational advantages of her New Jersey home was also temporarily, a member of his household. Allan was engaged in agriculture; in stock raising; and as Indian trader. He had a herd of cattle upon the flats, a market for which existed at Fort Niagara, a post still occupied at that time by the English garrison.

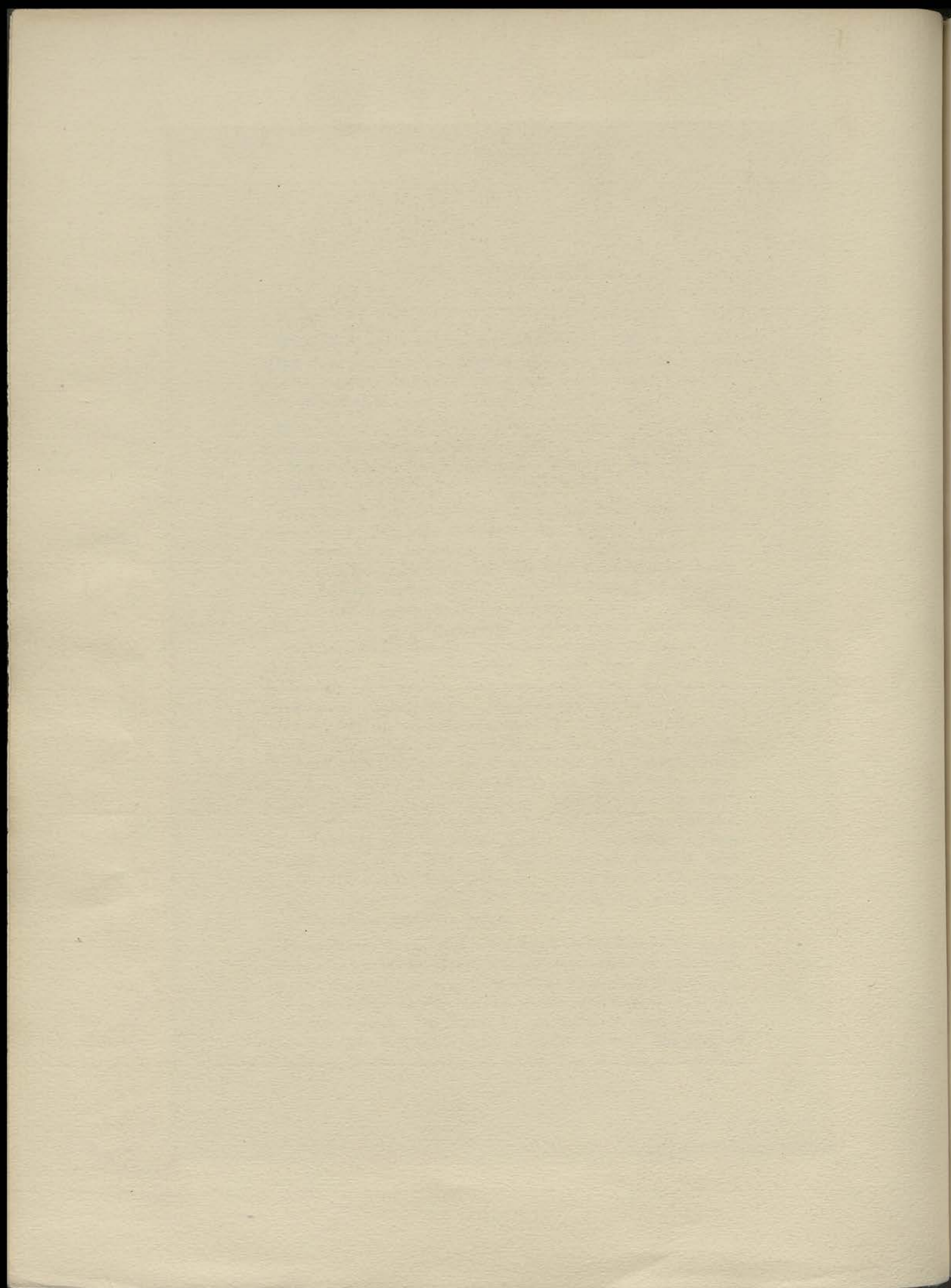
The Sheffers were seeking a location for a home, and were pleased with an exhibit of the products of Allan's farm, and particularly with the fine condition of his live stock, while Allan had lived here about as long as his restless spirit would allow him to



remain in any one place. Under these circumstances a bargain was quickly consummated, and the property of Allan, real and personal, was transferred to Sheffer. During the winter of 1789 the two families, jointly, occupied the cabin, and in the spring of 1790 Allan, with his harem, removed to the Falls of the Genesee, where he erected the rude mills that have become famous in the annals of Rochester.

At the time of Sheffer's purchase Allan was described as being forty-five years of age, tall and erect, quick of movement and energetic in action, could appear courteous and affable, was at times loquacious and at others uncommunicative. His deportment toward his dependents was imperious, and when his passions were aroused, vindictive and cruel. Sheffer gave but little credence to the many tales of atrocious crimes with which Allan's name was connected. He thought these reports arose in part from Allan's boasting spirit, from his habit of relating, in the presence of strangers, startling adventures with the view of exciting terror in the minds of his listeners. As far as Sheffer was cognizant, Allan's chief offence against society was his insane passion for matrimony. His method of conducting his domestic relations was unusual. Instead of adopting the more discreet policy of disposing of No. 1 before installing No. 2, he had the temerity of domiciling beneath his roof three wives, of as many different races, at the same period of time. If the object of marriage be to secure a life of peace and felicity, then his experiment in this line must be recorded a failure.

In the early part of the last century Allan removed to Canada West, and died there in 1814.



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To my good friend George J. Skivington
with the very best regards of
(Rochester Mar. 9th 1933.) Morley Beebe Turpin.

Ebenezer Allan in the Genesee Country

By MORLEY BEBEE TURPIN

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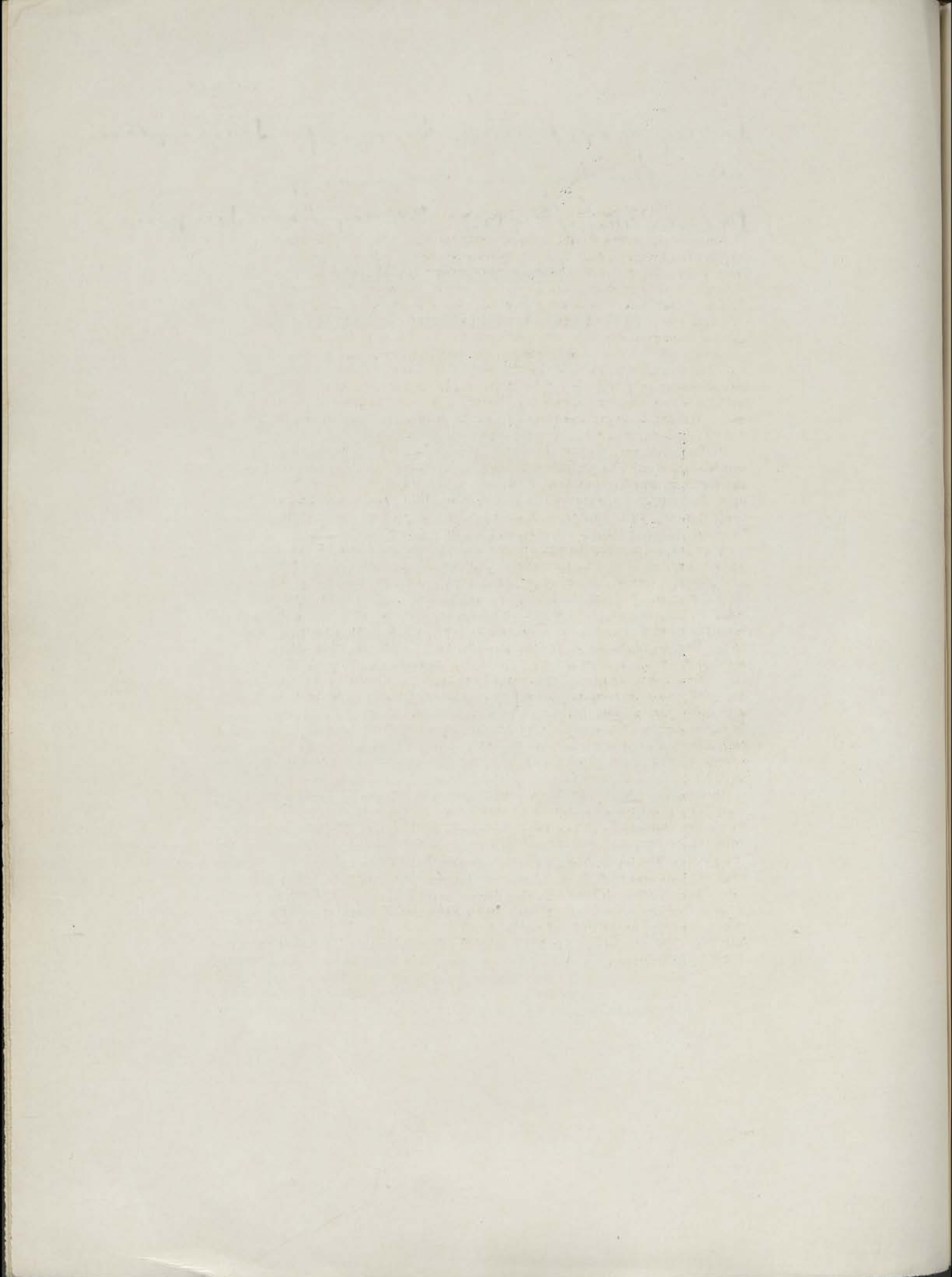
EDITOR'S NOTE: In his *Rochester: Its Founders and Its Founding* (Publication Fund Series, The Rochester Historical Society, Vol. I, p. 53), Howard L. Osgood said: "The first settler on the site of Rochester was undoubtedly Ebenezer Allan, a man whose repute seems to have been wholly disrepute, and therefore is best unknown."

We cannot accept this summary dismissal of the personality of our first miller. Of necessity, a special niche must be provided for Indian Allan in our local history. If we try to put him out, like the family cat, he comes back. He may not be welcome. He may not even be nice. But there he is. We must let him in. He has a place by our earliest fireside. He was the first white settler in the Genesee Valley, after the Revolution. He was an agent of two governments. He was once the owner of the sites of Scottsville, Rochester and Mount Morris. He built the first mills at the Genesee Falls. No history of Rochester would be complete that omitted his name, and some mention of his many activities in Western New York.

Formerly, all writers on Genesee Country history have painted dark portraits of Indian Allan. Mary Jemison's opinion is well known. In his *Sketches of Rochester* (1838), Henry O'Reilly characterized Allan as a "Tory bloodhound; with a character which combines the lasciviousness of a Turk with the blood-thirstiness of a savage." Lockwood L. Doty, and Lockwood R. Doty, in their histories of *Livingston County*, agree, that Allan was "of unsavory fame; a man of bad character, without conscience or patriotism." Mrs. Jane Marsh Parker, in her *Rochester: A Story Historical* (1884), calls Allan a "brutal Blue Beard; the incarnation of cruelty; a repulsive portrait."

So universal has been the chorus of disapproval of Ebenezer Allan, that his actual position in local history has been obscured. It remained for Morley B. Turpin to discover that Indian Allan played a much more important role in the history of Western New York than he has ever been credited with. By extensive documentary evidence, Mr. Turpin's investigations establish that Allan was a character of consequence as a governmental agent and early pioneer.

Nathaniel S. Olds was one of the first writers to differ with the anti-Allan pack. He treats Allan seriously, as a miller and an able frontiersman, and concludes that Allan was not "quite the villain who has stalked the Rochester stage for a century." (See *From LaSalle to Indian Allan*, Centennial History of Rochester, Vol. I, pp. 77-80). Mr. Old's conception

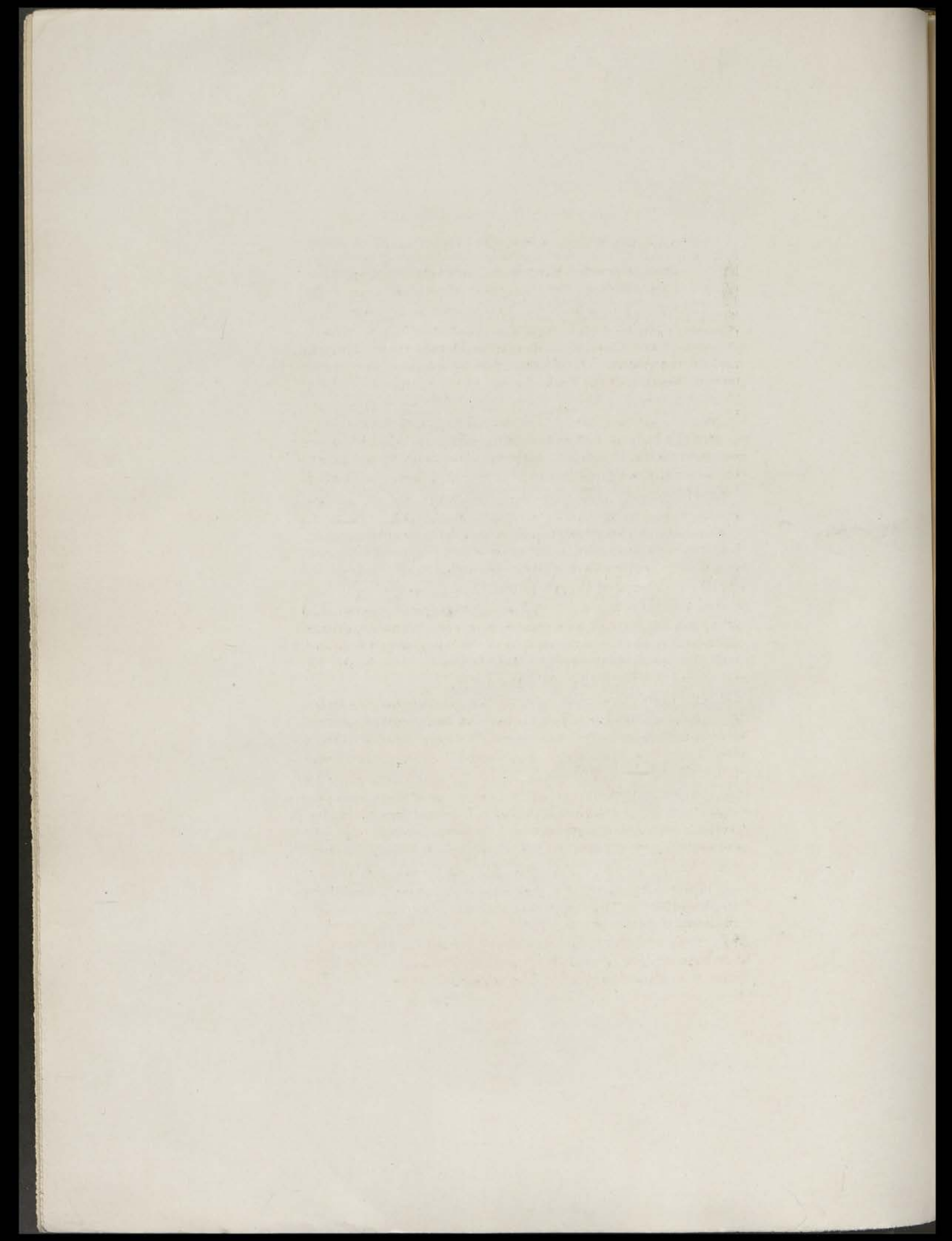


of Allan would represent him to be of about the same grade of character and fearless accomplishment as the half-savage *coureurs de bois*, the outlaws of Canada, who were a worry to the priests and the government on account of their wildness, and their bad morals and manners. Francis Parkman gave us a vivid description of these bushrangers, saying, in part: "Though not a very valuable member of society, and though a thorn in the side of princes and rulers, the *coureur de bois* has his uses, at least from an artistic point of view; and his strange figure, sometimes brutally savage, but oftener marked with the lines of a dare-devil courage, and a reckless, thoughtless gayety, will always be joined to the memories of that grand world of woods which the nineteenth century is fast civilizing out of existence. At least, he is picturesque, and with his red-skin companion serves to animate forest scenery." (See *Old Regime in Canada*, pp. 313-315).

Professor Herman LeRoy Fairchild asserts that, "the critical event which marked the change from barbarism to civilization in the Valley of the Genesee, was the grinding of the first bushel of grain between the upper and nether millstones of the Indian Allan Mill." Rochester history really begins "with the first utilization of the downfalling water of the Genesee." (See *Geologic Story of the Genesee Valley*, p. 4).

In passing, it is interesting to observe that the name of Ebenezer Allan is spelled variously in existing documents: *Allan*; *Allen*; and *Allin*. In the *Life of Mary Jemison*, the name is spelled *Allen*, which spelling Morley B. Turpin prefers. The deed to the One-Hundred-Acre Tract from Ebenezer Allan to Benjamin Barton (March 27, 1792), is the foundation of all real estate titles within that tract. The original deed is now in the possession of the Reynolds Library, at Rochester, New York. Curiously, this document exhibits all three of the spellings of the name, above noted. In the body of the deed, the grantor is referred to as *Allin*; in the endorsement of the deed, made by Orsamus Turner, the name is *Allen*; and the deed is signed by the grantor, *Allan*. This signature, attaching to the One-Hundred-Acre Tract, fixes the style of spelling for Rochester records. A facsimile of this deed is included in material contributed by George H. Harris, to William F. Peck's *History of the City of Rochester* (1884, pp. 81-84).

In 1894, the late William H. Samson announced his intention to write a book about Indian Allan, and, at that time, collected a considerable amount of material on the subject. Eventually, all of Mr. Samson's notes were filed in the archives of The Rochester Historical Society. Morley B. Turpin's studies have greatly extended the Samson collection. In a thorough search, over a period of years, he has accumulated a mass of facts, from every available source, which should be published in full, as a book. It is to be regretted that the limited space of the *Centennial History* does not permit the inclusion of this valuable work in more extended form. Realizing this fact, Mr. Turpin has consented to contribute the following condensed chapter.

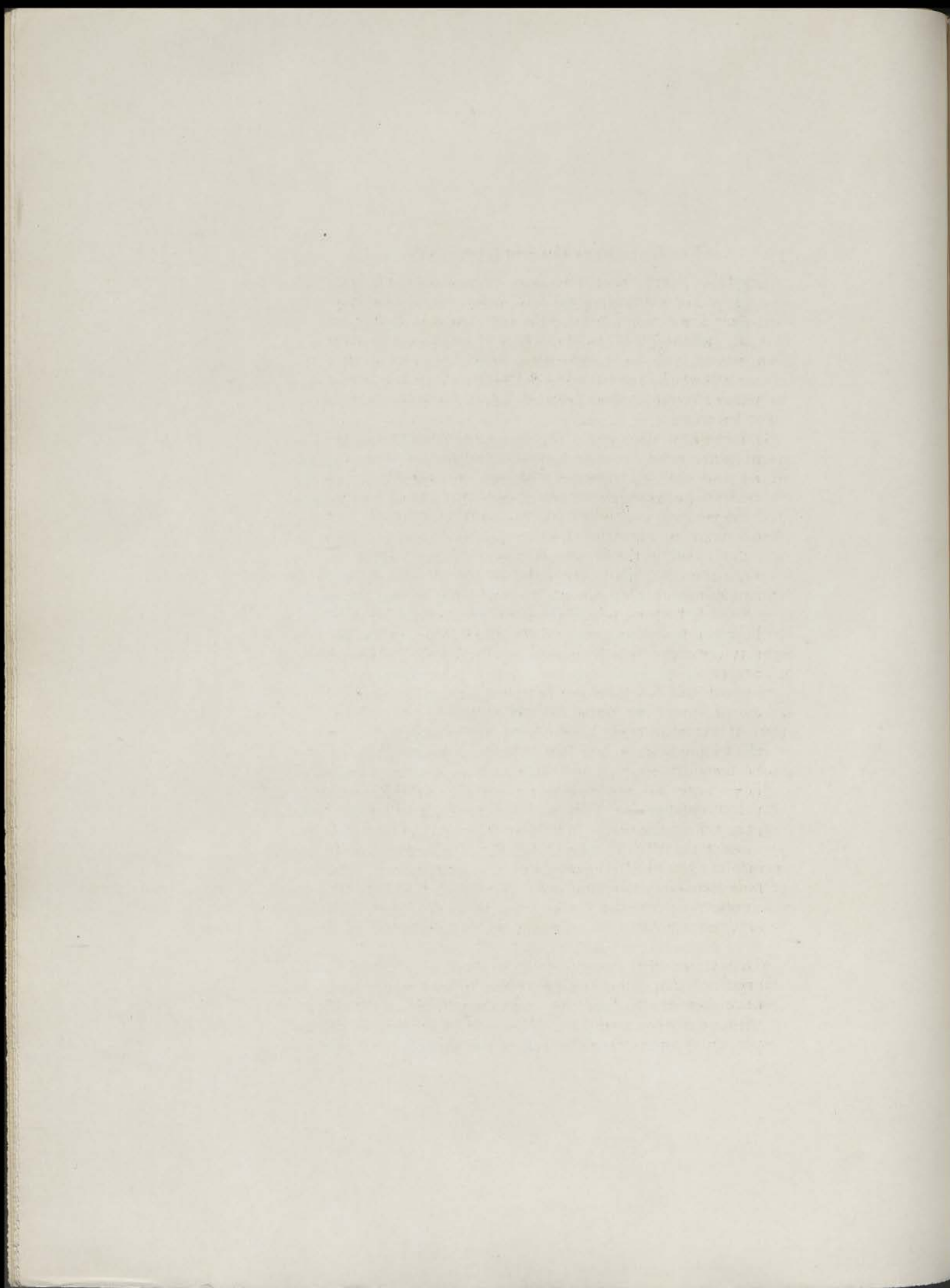


LIEUTENANT Ebenezer Allan resided in the Genesee Country for upwards of twelve years. Before coming here, he had served as an officer in a British Colonial regiment, known as Butler's Rangers, and, later, in the British Indian Department, with the rank of lieutenant. During the time he was resident in that part of Western New York known as the Genesee Country, Allan was active in doing many things that were important. He was at various times, the owner of a considerable acreage of farm lands located in the present villages of Mount Morris and Scottsville, together with one hundred acres at the Genesee Falls, which became the site of Rochester, and where he developed two mill sites, and built mills. He owned and operated an extensive trading post at Demon's Run, on Allan's Hill, in the present village of Mount Morris.

At the time Allan came here, he was thirty-eight years of age, of an engaging personality; and while he was not generally liked by some of the white settlers who resided near him, he had a few friends here, and many in Upper Canada. His services in the British interests were recognized as important, and he was generally rated as a brave and trustworthy officer, in both Colonel John Butler's Rangers, and later in the Indian Department, under Sir John Johnson.

When Allan came here in 1782, the peace treaty between the Colonies and Great Britain had not been signed, so that both countries were still hostile and, as Allan was known to be a Tory, his presence was resented. At this particular period the life of a Tory was not particularly serene, their political opinions were in no way tolerated, and such as persisted were often roughly handled. Much of the antipathy displayed toward Allan was of a general nature, and not manifested toward him alone, but against all who shared similar Tory records. Unfortunately, much of the life history of Ebenezer Allan was written by those whose sentiments were decidedly anti-British.

As stated in the preceding Editor's Note, Howard L. Osgood refers to Allan as a personage "whose repute seems to have been wholly disrepute," and then dismissed the subject without further formality. The indifferent attitude of this particular writer seems to reflect the attitude of nearly all



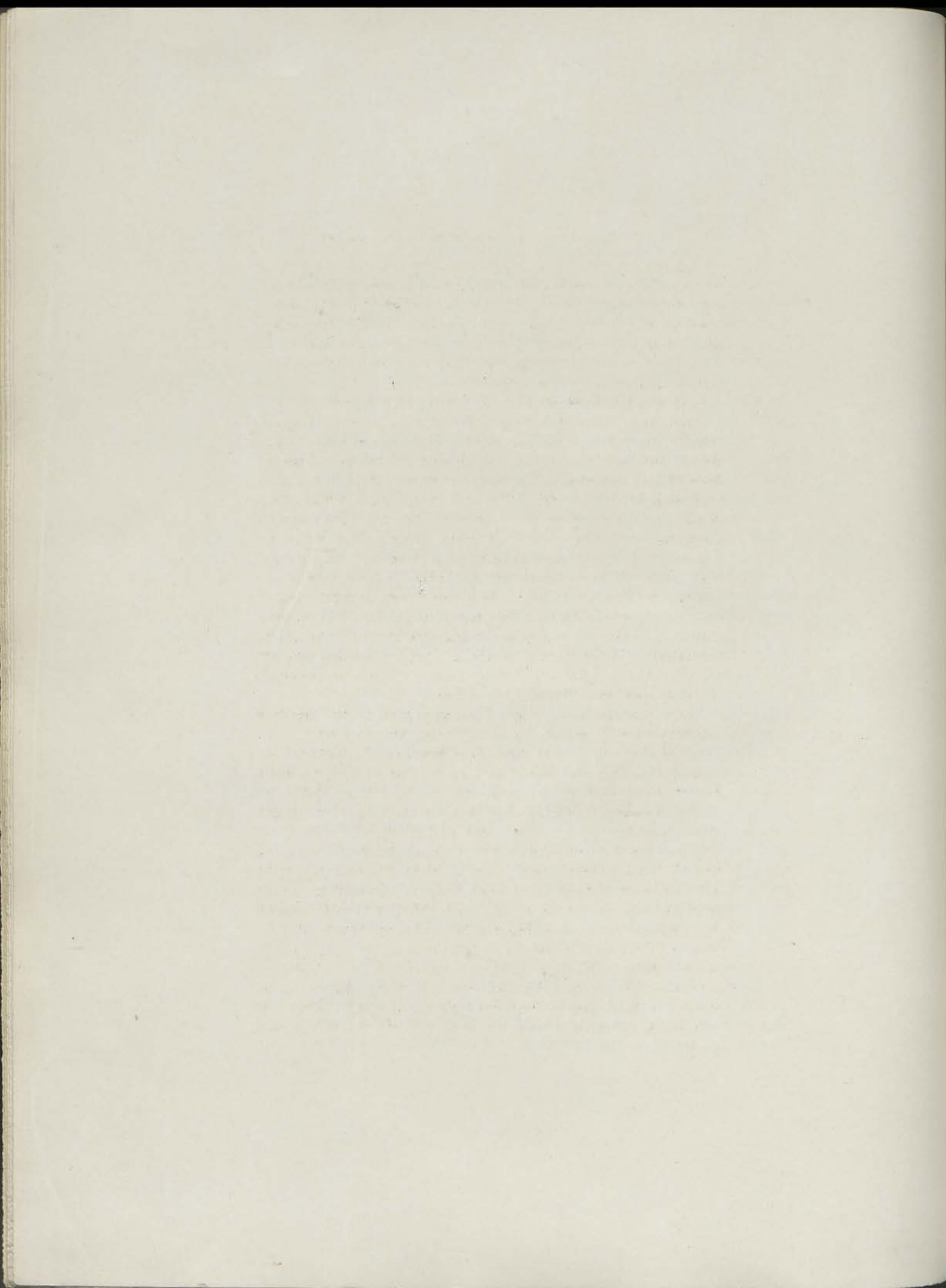
those, who in early days, and later days as well, had anything to record concerning the first settler on the One-Hundred-Acre Tract, which became the very center of Rochester. It is rather strange that so few details of Allan's doings have been written into our local history, for he left behind him a fair'y well-defined record of much that he did, while here in the Genesee Country and, later, in Upper Canada where he ended his days.

Nevertheless, Allan was a highly important factor in the development of the Genesee Country, and his intimate connection with early Rochester makes him the most interesting and picturesque personage in the beginnings of our local history. As the pioneer resident and first business operator here Allan's place is secure and, although his character as an individual may be questioned, he was the first to begin the developments that made possible our present day city of considerably more than a quarter of a million souls. Whatever Allan's motives may have been, his name must ever head the roster of that galaxy of sturdy pioneers whose foresight and energy, hardihood and suffering, established our settlement.

So much that Allan did has been lost sight of; so many of his doings have been misunderstood; and there has been so much of hatred displayed toward his memory, that it is not at all strange that he has now become, literally, the "forgotten man" in our local history.

After a lapse in time of nearly a century and a half it is difficult to ascertain all of the facts concerning any individual but, happily, in the case of Ebenezer Allan, so much of hitherto hidden material relating to him and his doings has been brought to light, that it is now possible to form a more or less concrete idea as to what manner of man he really was, and, in a measure at least, to divest our present day estimate of him and his enterprise of something of ancient invective.

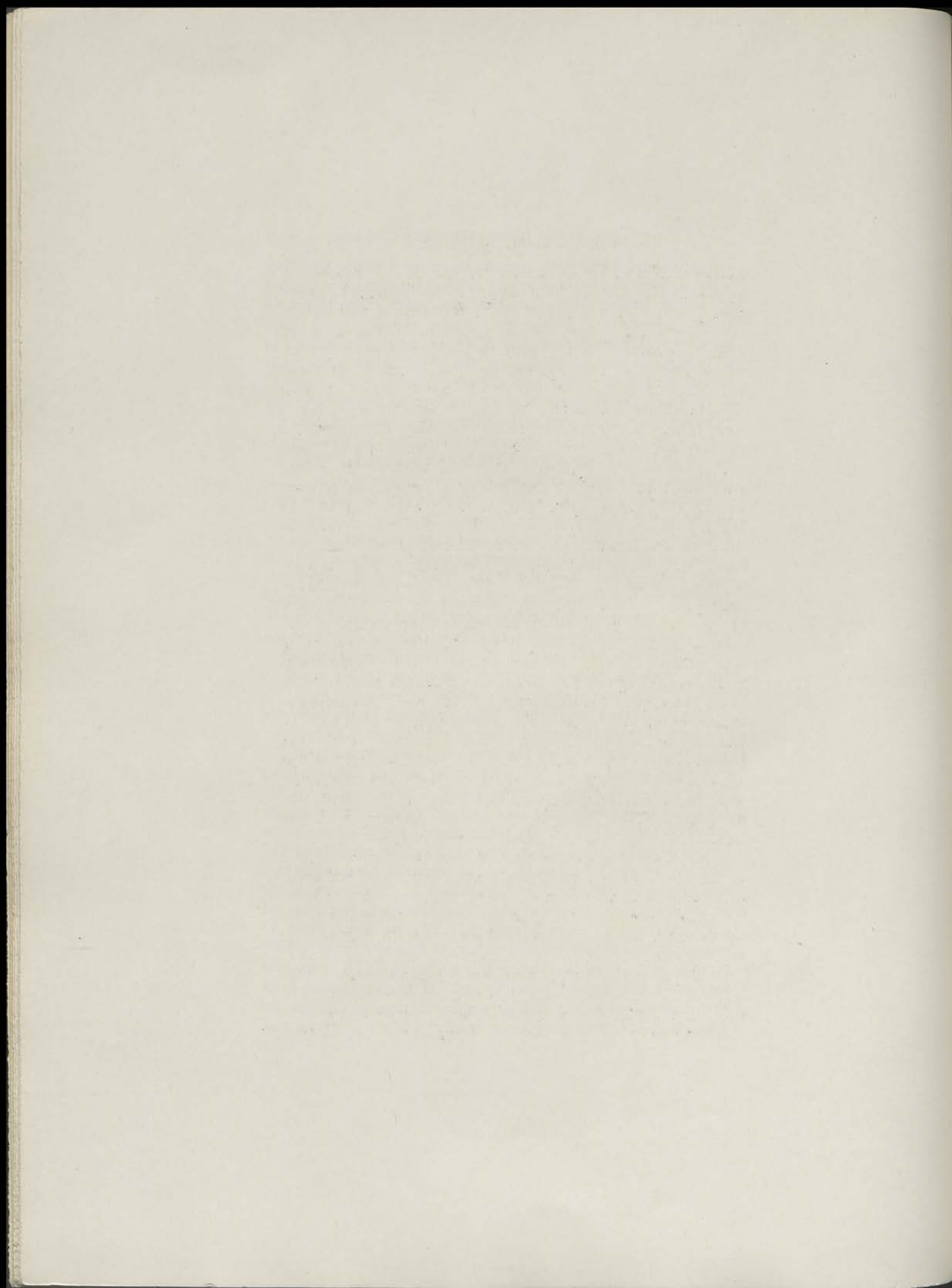
The first attempt to produce anything like an extended narrative of the doings of Ebenezer Allan was made by James E. Seaver, in 1824, who, in his *Life of Mary Femison*, devoted an entire chapter to Allan. The details of this sketch are more or less rambling and inaccurate. Seaver's



narrative, together with various statements made by other writers, form the basis of nearly all that history has recorded regarding Indian Allan. At the time when those fantastic tales were written, border gossip was rampant and exaggerated and, considering that Allan was generally known as a Tory, it is not at all strange that his character was distorted, and unfair inferences drawn.

It is not the purpose here to attempt to convey the impression that Allan was of an exemplary character, for, decidedly, he was not. He was merely a product of his environment, and that was always harsh and relentless. Without doubt he was shrewd and, possibly, unscrupulous in his dealings with his fellow men. Nevertheless, he played his part in the early history of the Genesee Country. Progressive, energetic, and always keenly alive to his own interest, Allan was an outstanding personage in the history of Western New York. While he was not the "Holy Joshua, who made possible for our forefathers a home in the wilderness," much that he accomplished was important, and it is not at all difficult to estimate his many activities with some degree of appreciation. He was one of those "providentially ordered facts" making light and shade, but not quite so much of shade as has been thought heretofore.

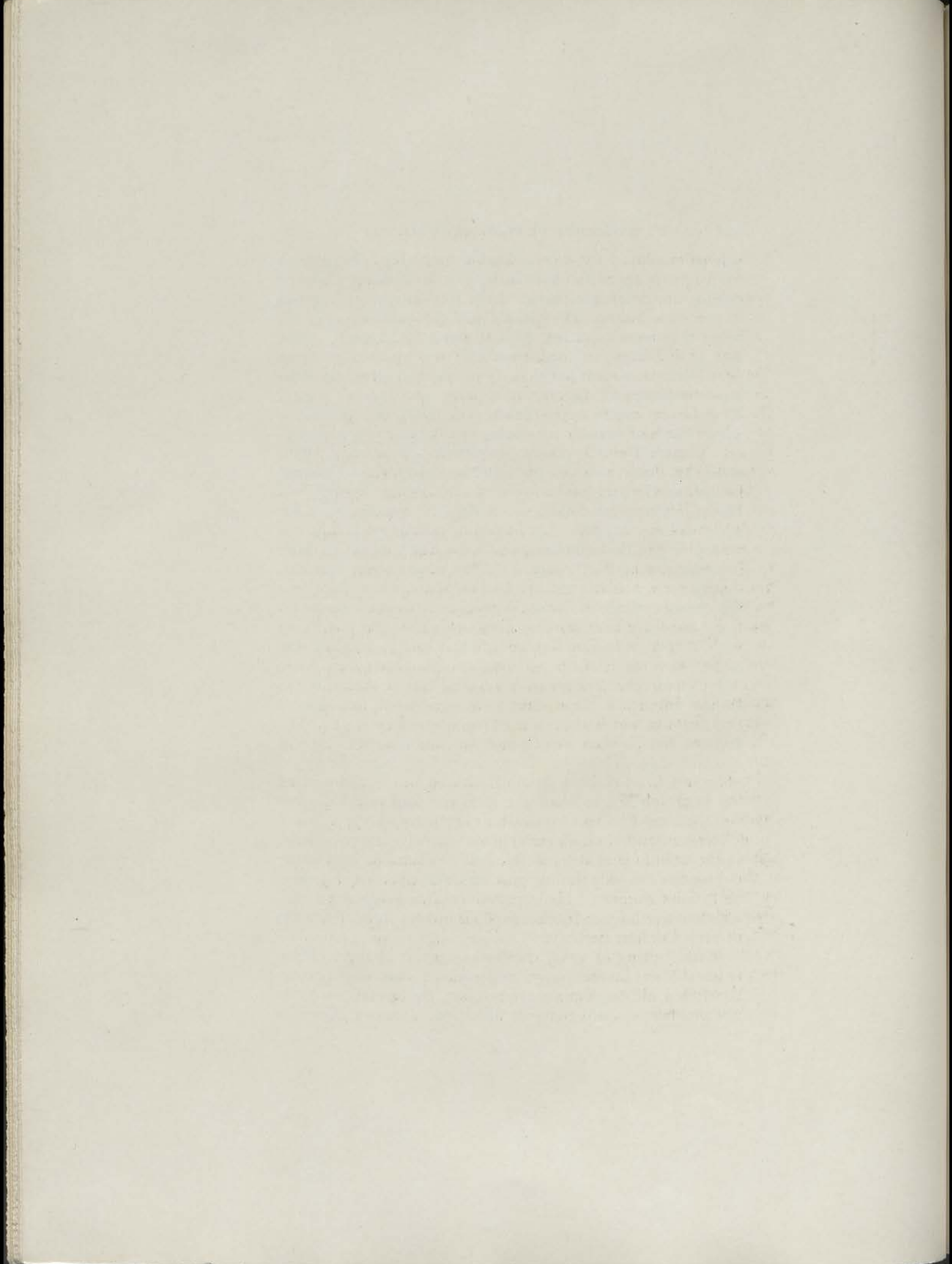
Mary Jemison says, that Allan appeared in the Genesee Country shortly before the close of the Revolutionary War. This was in 1782. The first documentary evidence of his coming is found in a letter written by him to Colonel John Butler, then at Fort Niagara, dated, "Genussio, April 20, 1782." On the following day he sent another letter to the same person and from the same place. At the time these letters were written, Allan was still in the employ of the British Indian Department, and in constant communication with those in command at Fort Niagara. Seemingly Mary Jemison was not aware of this; but Allan was not released from active duty until March 24, 1784, at which time he received from the British Government an order for fifty-four pounds, fifteen shillings, being the amount of his half-pay for service in the Indian Department. It would appear from this, that Allan was in British employ during all the time he was living at Gardeau with the family of Mary Jemison, and



was so employed for a considerable time after. Emissaries from Fort Niagara had been lurking in the Genesee Country during, and after, the period of the Revolution, with orders to remain in hiding until something of consequence occurred, when they were to return with all haste to Niagara. Allan was of this class, although seemingly unsuspected by those near him. It is recorded that Allan, shortly before he came into the Genesee Country, led a party into Sussex County, New Jersey, where he burned several mills and alarmed a wide stretch of country for weeks, finally returning with several prisoners and loyalists. It would appear that Allan, after this foray, went to the Genesee Country, and located himself at Gardeau. The home of the "White Woman," as Mary Jemison was called, was a decided vantage point for Allan as here, undoubtedly, he could learn of much that was transpiring in the neighborhood, and quickly report to those in command at Fort Niagara. Allan remained at Gardeau during the winter of 1782-1783, when he went to a place near the present village of Mount Morris and commenced operations as trader and farmer. About this time, he was living with a Seneca Indian woman whose name in English was Sally. As a result of this alliance, two daughters were born, Mary (sometimes known as Polly), and Chloe. According to Indian tribal law these girls were considered full-blooded Senecas, and not half-breeds, as has been often stated. The Indian name of Mary was *Co-how-ana*, and that of Chloe was *Soo-buh-ta-ha*. These two daughters of Sally were the nieces of an Indian known as Captain Bull, who, in 1775, conducted Sir John Johnson in his flight from the Mohawk Valley to Canada, and who met his death at Oriskany, in 1777.

After Allan left Gardeau he made extensive improvements at the site of his new home. He had considerable land under cultivation, and his trading post was lucrative. At this time, he himself estimated his improvements as being worth upwards of five hundred dollars, and his income from all sources at fifteen dollars per day.

In the spring of 1783, there was a great change. News reached Canada that peace negotiations were about to be concluded, although as a matter of fact, the formal peace was not proclaimed until the year following. However, General



Lord Paldimand, in supreme command in Canada, began promptly to cut his forces to a minimum. A letter from Sir John Johnson, as head of the British Indian Department in North America, informs the general that in "obedience also to Your Excellency's commands, signified in your letter of the 6th of February, in consequence of Brigadier General Maclean's representation of the saving of the Indian Department at that post, I directed Lieutenant Colonel (John) Butler to discontinue from the 24th March such of the officers as were of the least use and are crossed in the enclosed list." In the Niagara District list appended, one of the names stricken from the payroll was that of Ebenezer Allan.

Allan was promptly informed of his dismissal. He had served the British cause faithfully, and felt the blow keenly, as his letters show. But the approach of peace between America and Britain meant more to him than loss of pay. He had made a home for himself in the Genesee Country, was well liked by the Indians, and might continue to live among them if he could avert the calamity he saw impending. The peace did not include an agreement with regard to the Iroquois. Not only were they left without guarantees between two powerful white nations, but efforts continued at Fort Niagara to keep the Indians in a state of war excitement against the Americans. Apparently Allan perceived that in case of a frontier war, not only would there be great loss of life, but his home would vanish and he would become an exile.

In Seaver's *Life of Mary Jemison* considerable space is devoted to the theft by Allan of a wampum belt from the Indians. Apparently Allan took the belt to some American military post and announced that the Indians would not fight. The Indians and British, alike, were highly incensed at this action. The real significance of what Allan did has never been fully understood, but documents pertaining to the affair, show something of its far reaching importance. The British and Indians from Fort Niagara were constantly menacing the settlements along the Genesee River, and Allan becoming alarmed for the safety of his own property, and that of others, stole the wampum belt to protect himself and the frontier; and by so doing he undoubtedly averted a dis-

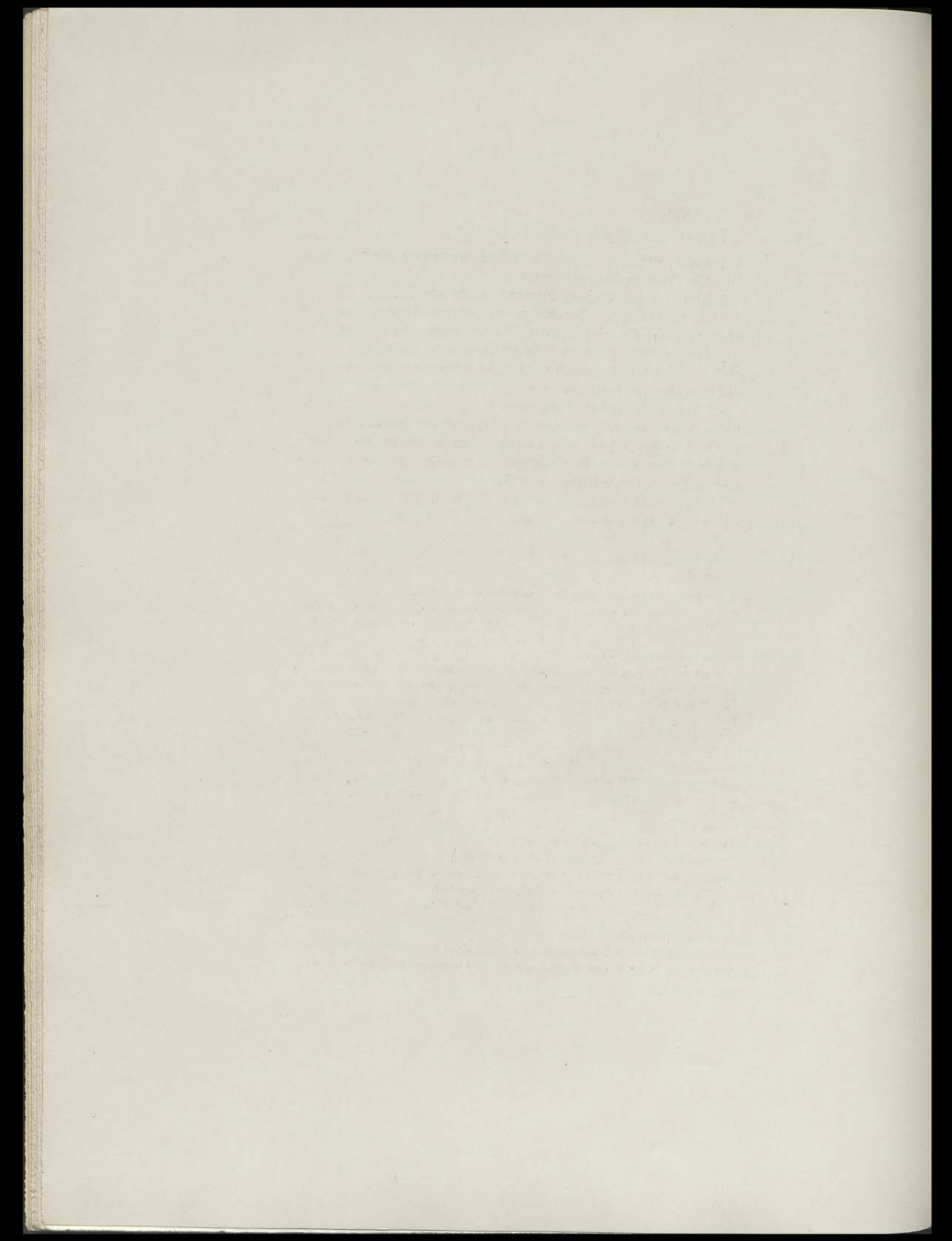
astrous border war. Behind all this, however, was something of deeper meaning that indicates clearly how alert the British were in watching and protecting their own interests. It appears that about this time, Allan began to change his mind regarding his allegiance to the British Government. He was slowly slipping from his Tory attachments, and, evidently, his changed attitude was known to those at Niagara, where it was fully understood how far-reaching and powerful his influence with the Indians had become.

Just at this juncture, two Moravian missionaries arrived at Fort Niagara, as prisoners. One of them, the Rev. Joseph Bull, known to the Indians as *Shebosh*, carried a message from Congress at Philadelphia to the Six Nations, inviting the Indians to a peace council. It was not the purpose of the authorities in Canada that the Indians should make peace. Rev. Mr. Bull was closely guarded to prevent him making contact with the Indians but, in June, 1783, he managed to get a message to Ebenezer Allan, who agreed to see the Indians, and take their answer to Congress.

Lieut. Moses Van Campen, famous in the history of the old frontier of Pennsylvania and New York, as a scout and American patriot, pioneer settler and sturdy citizen, was paying a visit in July, 1783, to the old battlefield near Newtown, now Elmira, where the Sullivan expedition of 1779, had met and defeated the Indians in a sharp engagement.

Van Campen had come up the Susquehanna on a mission to protect the border settlers from continual annoyance by raiding Indians. He had established his camp at Queen Esther's Flats, now the site of Sayre and Athens, Pennsylvania, at the fork of the Susquehanna and Chemung rivers. He had set out alone to look over the old battleground when he heard the tramping of a horse along the old Indian trail. Concealing himself, he saw a beautiful gray horse emerge from the brush. On the animal's back was a distinguished-looking white man in British costume.

Van Campen, armed as always, promptly held up the stranger, made him dismount, advance ahead of the horse and stand, while the old scout vaulted into the saddle and bade the captive march on ahead. As they went on toward the camp, Van Campen inquired the stranger's name and



business, and was told that the owner of the horse was Ebenezer Allan, on his way to Congress with a message from the Six Nations offering peace.

Owing to the general disfavor with which Allan was regarded all along the border, a military escort was sent with him. At Wilkes-Barre Fort, Van Campen nearly lost his captive, as the settlers rushed to the place intent on lynching Allan. As soon as possible, the messenger was escorted out of the valley and sent on his way.

It is recorded that Allan reached Philadelphia, probably early in August, for his letter to Congress is dated, August 12, 1783. He was apparently successful in his mission; a treaty between the American government and the Six Nations was concluded in the autumn of 1784.

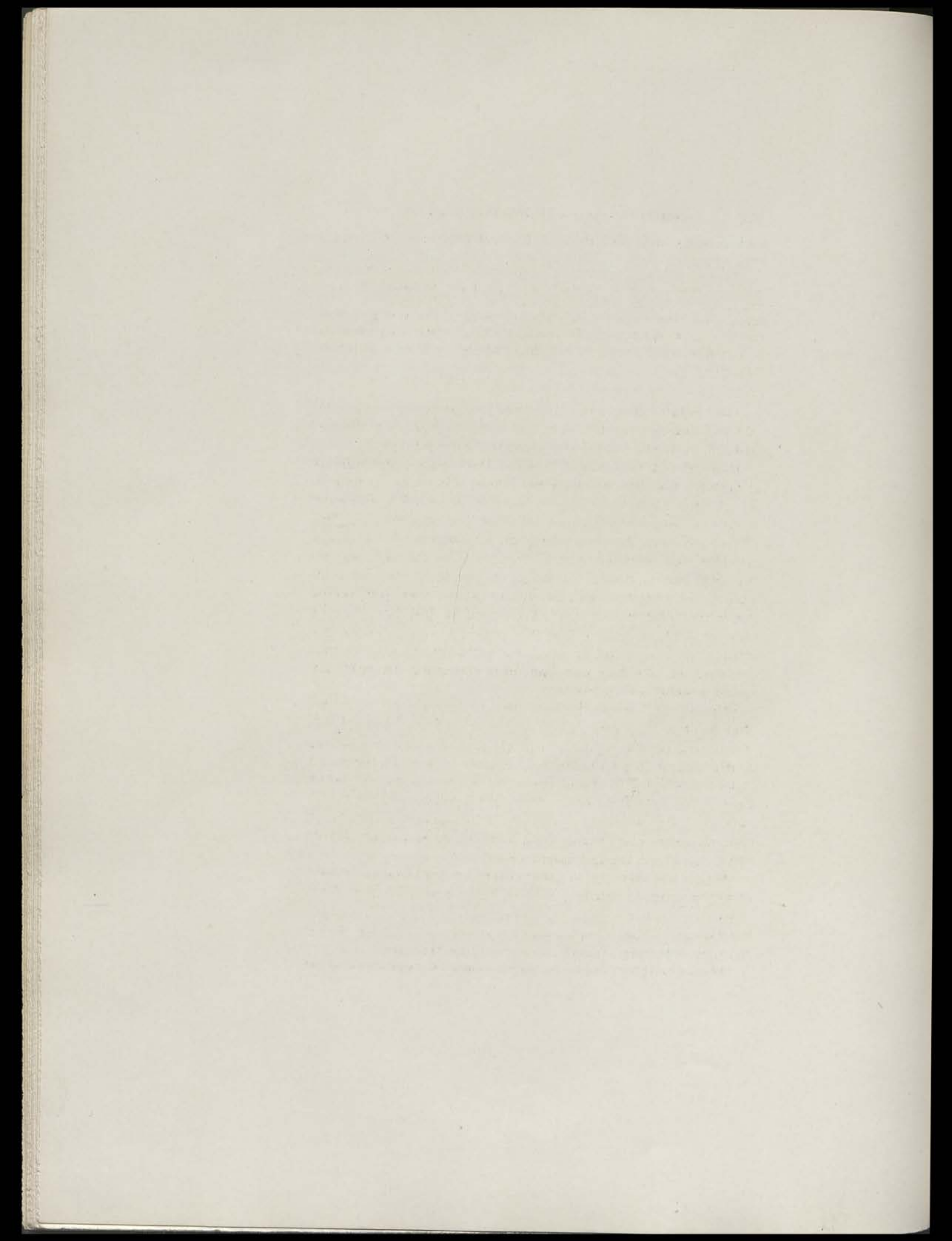
In his letter to Congress, now on file in the Congressional Library at Washington, Allan said:

To the Honorable, The Congress.
Gentlemen:

On the 13th of June last, Mr. Bull, messenger from Congress to the Six Nations of Indians, was carried a prisoner from Oswego to Niagara without being allowed to speak to the Indians. On the 20th of the same month he found means to apply privately to me and begged I would take charge of a letter, and bring it express to Congress, which I agreed to do. He likewise desired me to make a just report of the disposition of the Six Nation Indians, after speaking to them and informing them of the substance of Mr. Bull's instructions, and particularly the offer of peace and friendship from Congress and their desire to meet the Indians at any time, and place they should appoint in order to settle the terms of peace and friendship.

On my speaking to the principal chiefs, they expressed great satisfaction with the contents of Mr. Bull's message and appointed to meet commissioners from Congress at Wialoosin (Wyalusing), the 24th day of the present month agreeably to the letter I have delivered to General Lincoln. Permit me, gentlemen, to inform you that the Indian nations are well disposed for peace, but are ready for war and will desolate the frontiers of Pennsylvania, if the United States resolve to conquer their lands, yet as they have been the aggressors they will readily give up a part of their country, and will engage nevermore to make war or join the enemies of the United States; or trespass over the boundary which may be agreed upon.

It is my opinion that if Congress adopt this system and direct an honest, wise conduct to be observed toward the Nations, it will save thousands of lives and much money. I beg pardon for intruding my opinion, but a sense of duty impels me to take this liberty, and I hope I shall soon be dispatched back to the Nations and that Congress will send some persons they have a



confidence in to meet the Indians at their own towns rather than on our frontiers.

There remain in the Seneca Country about one hundred American prisoners, which prudent commissioners might have delivered up to them immediately. As many of these are young people fast degenerating into savages and forgetting their own language, would it not be wise to draw them out of the hands of the Indians without delay, and restore them to their religion and to their country? In everything I can do, be pleased to command me.

(Signed) Ebenezer Allan.

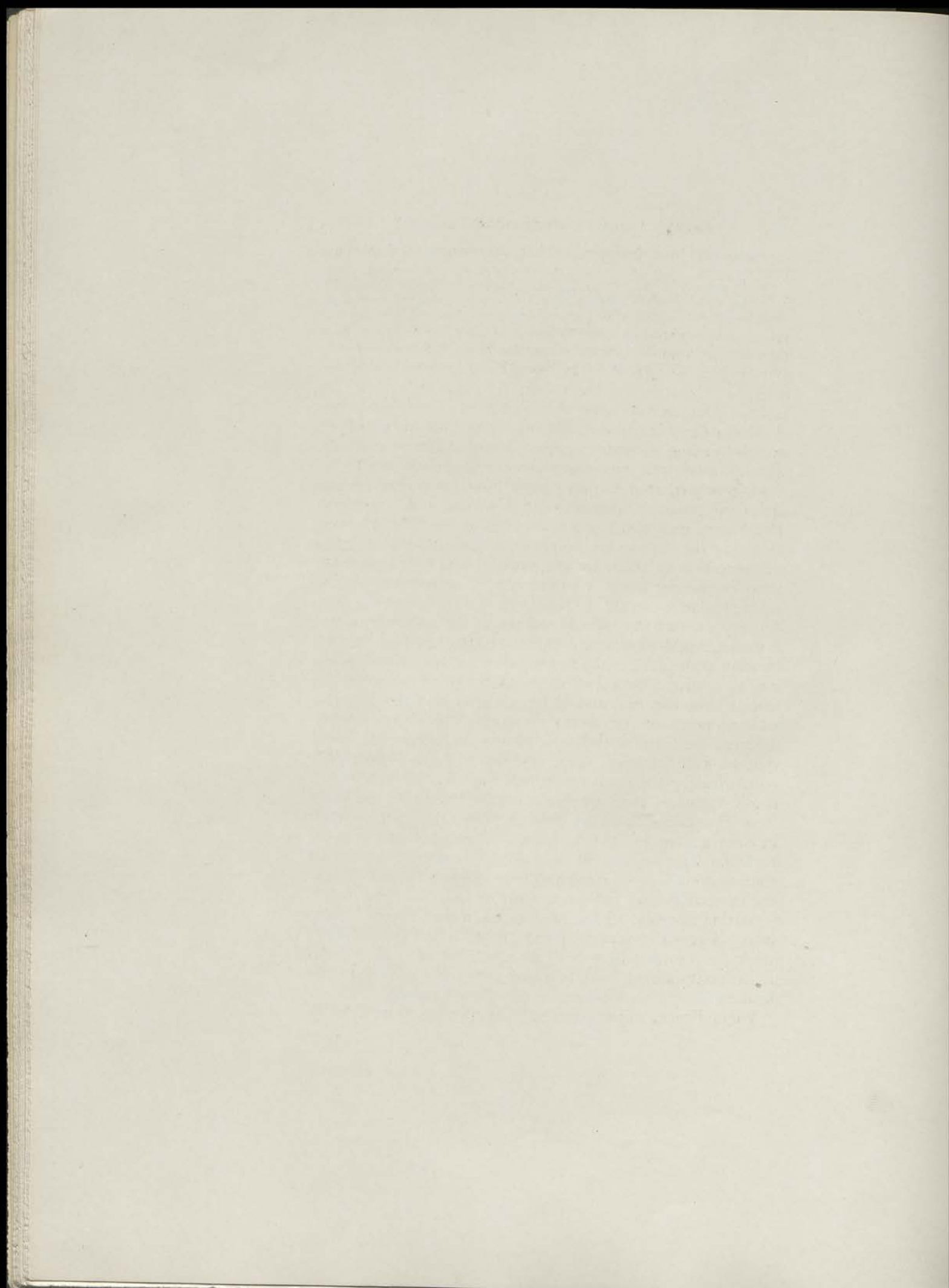
That Allan experienced difficulty in making his way back to the Genesee Country, is revealed in the *History of Bethlehem, Pennsylvania*, by John Mortimer Levering (1903).

It is related that Captain John Paul Jones, the famous American sea hero of the Revolution, who was visiting in Bethlehem in August, 1783, was called on by a Mr. Fuehrer, keeper of the Crown Inn, for aid in suppressing the activities of two ruffians. The intruders had followed to his tavern, a traveler who carried a sum of money. The traveler, fearing robbery, had intrusted his money to the innkeeper for safe-keeping. Later, the ruffians had set on the wayfarer, seized his letters and papers and threatened to kill him, but he escaped in the darkness. The two men had then taken possession of the Inn. Captain Jones took charge of the situation, arrested the two men and had them arraigned the next day before a neighboring justice.

When the traveler appeared for the hearing, it was found that he was Ebenezer Allan, on his way from Philadelphia northward by the road through Bethlehem. He had passed southward through Bethlehem, August 2, bearing the letter from Fort Niagara, dated June 22. It was August 17 when he returned to Bethlehem from Philadelphia and was attacked. After a review of the case the magistrate concluded that as no serious damage had been done, he would dismiss the case, and Allan got safely away.

Within five days he had reappeared in the Genesee Valley, bringing goods for trading. Hard on the heels of Indian Allan, when he returned from his hazardous journey, came eager backwoods traders with bales of goods for trading in the hitherto forbidden Indian country of the Genesee.

Allan's peace mission aroused the resentment of those in

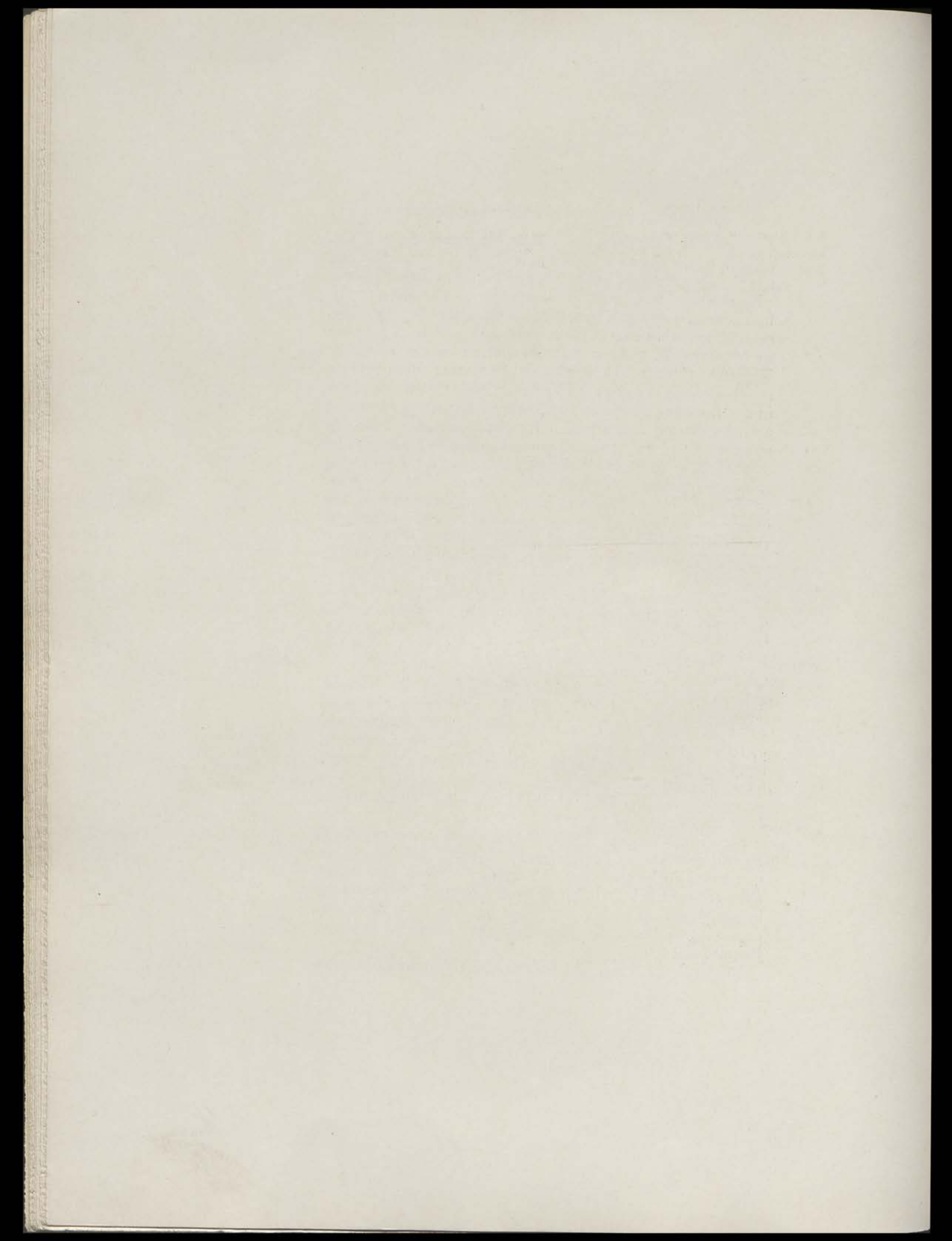


authority at Fort Niagara. After his return from Philadelphia to the Genesee Country, in August, 1783, Allan was seized, after repeated attempts, and taken to Fort Niagara, where he was imprisoned. This was done in December, 1783, by order of Brigadier General Maclean, the British Commandant at Niagara. In the following May, Allan was taken to Montreal and, later, was transferred to the prison at Kingston, Canada. During his imprisonment Allan wrote a number of letters to General Frederick Haldimand, Governor of the Province of Quebec, and others, protesting his arrest and demanding a hearing. After being in prison for ten months, Allan was released, going at once to Philadelphia, and thence returning to his home on the Genesee River at the site of the present village of Mount Morris. The reason for Allan's long incarceration appears to have been, not for the offence of the theft of the wampum belt alone, but because the British, at the instance of Joseph Brant, wished to keep Allan from attending the council which culminated in the treaty of Fort Stanwix, in October, 1784. This was a treaty of amity between the Indians and the United States Government, and the British were alarmed lest Allan might, through resentment, use his wide influence with the Indians and, possibly, cause some action to be taken that would be detrimental to British interests.

In a speech to the representatives of the Six Nations, delivered by General Philip Schuyler at a council in Schenectady, January 11, 1784, after referring to the desire of the American people to be at peace with the Indians, the General had said that no treaty had as yet been concluded except with Great Britain, which meant that the Indians must make a separate peace, involving their right to lands within the old Fort Stanwix line of 1768.

Lieutenant-Colonel Robert Hayes was in command of the British garrison at Fort Niagara in 1783, and among his numerous duties was that of keeping watch of the Indian allies of Great Britain in the Genesee Country. This of course involved the detection and apprehension of persons endeavoring to wean the Indians from their allegiance to Great Britain.

Joseph Brant, as war chief of the Mohawks and spokesman



for those members of the Six Nations of the Iroquois who had taken up the hatchet on behalf of Great Britain in the Revolutionary struggle, referred to Indian Allan's visit to Congress as follows:

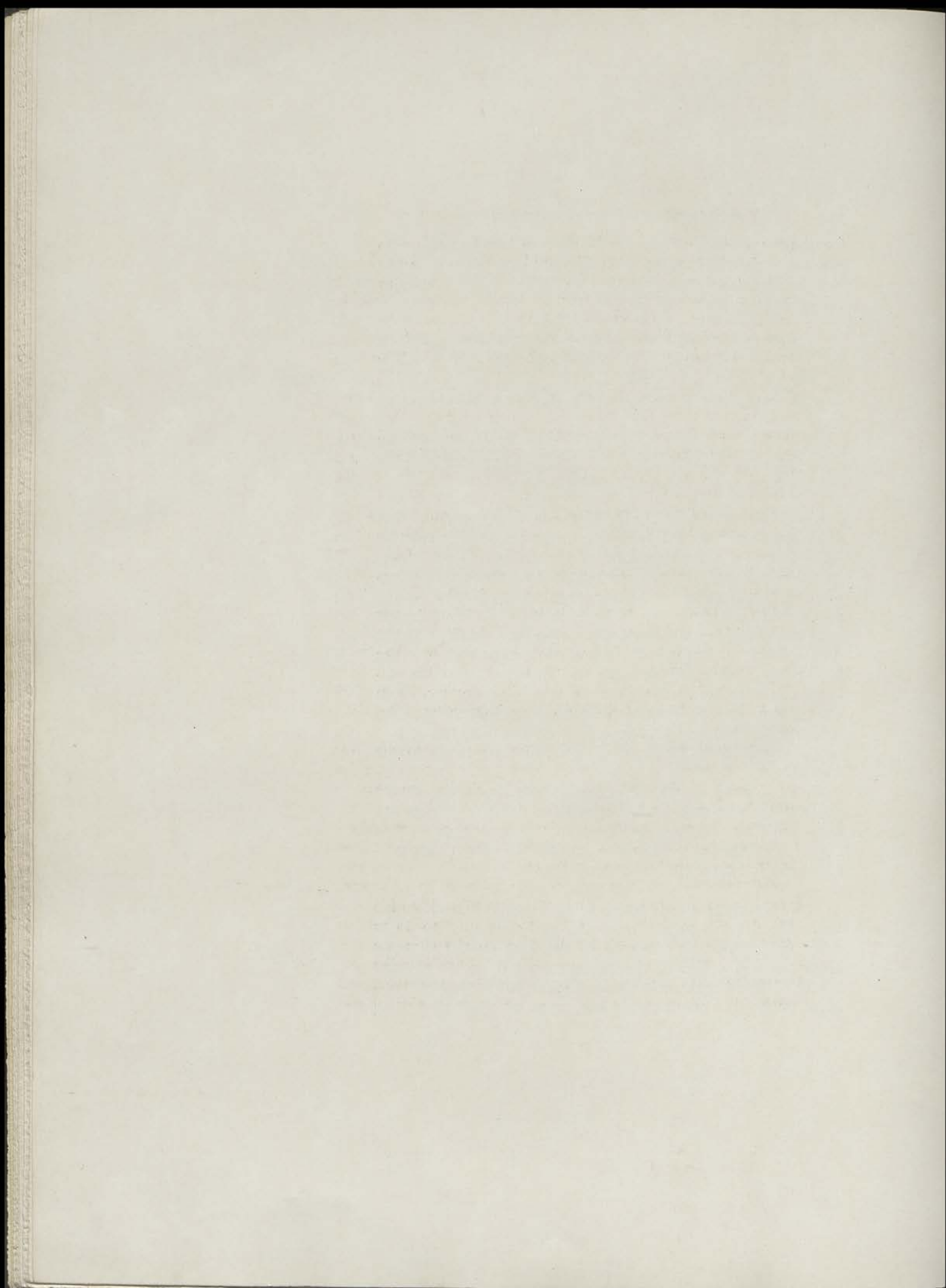
"Congress ought to be informed that a white man named Ebenezer Allan, who had been a friend of ours since the commencement of the war, deserted from us and on his return brought a belt of wampum and a letter dated Philadelphia, August 12, 1783, signed Col. George Morgan. We take no notice therefore of the message he brought, as he went without our knowledge.

"We desire that the great men would pay no attention to what any bad fellow may say in our names. We shall ourselves send a messenger whenever we shall wish them to hear our voice, nor shall we on such an occasion send a white man. We therefore return the belt."

Joseph Brant was in charge of the intricate political and military affairs that had to do with negotiations between Sir John Johnson, superintendent of the Indian Department, and the Indians. Brant's contention was that no dealings with the Six Nations by outside powers were binding unless sanctioned by all the Six Nations in council. This meant that the Oneidas and Tuscaroras, who had sided with the American Government in the Revolution, must vote with the Mohawks, Senecas, Onondagas and Cayugas, who had adhered to the British cause, to make a decision binding. From the point of view of General Haldimand at Quebec, Sir John Johnson at Montreal and Joseph Brant at Niagara, it was not desirable that the Iroquois give up their lands to the Americans.

In the light of what he did to make possible the agreement that opened the way for a peaceful settlement of Western New York by the American people, it does not appear that Lieutenant Ebenezer Allan was entirely the villain that gossip of the frontier held him to be.

After returning to his home Allan devoted himself to his agricultural and business interests, and continued to do so until 1786, when he removed to the flats on the Genesee River, near the site of the present Scottsville, at a point where Allan's Creek (now Oatka Creek) flows into the river. Here he built a comfortable log house on a gentle rise of



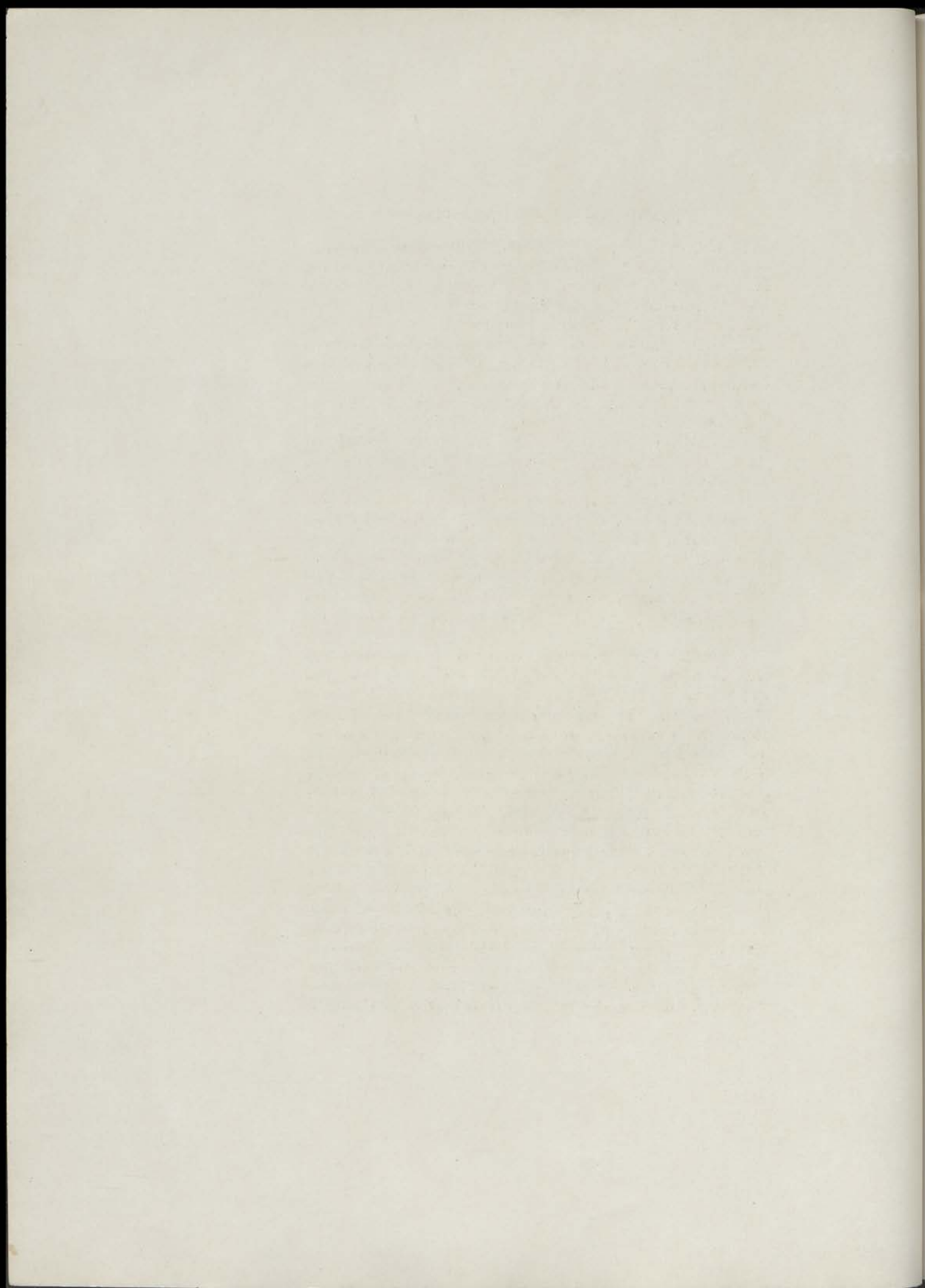
ground, and had a considerable area under cultivation.

It has been stated that Allan built a mill on Allan's Creek, at what is now Scottsville, and operated it in connection with his farm. There does not seem to be any real proof that he did so. George J. Skivington, an earnest student of the early history of Scottsville, says that there is absolutely no evidence that Allan ever owned and operated a mill at that point.

Allan built his sawmill at the Genesee Falls in the summer of 1789, and sawed his timber for his grist-mill. He raised the grist-mill frame in November, 1789. In December of that year, he sold his Scottsville property to Peter Sheffer, and the two families lived together in Allan's cabin during the winter of 1789-1790.

The history of the One-Hundred-Acre Tract, is interesting and somewhat perplexing. The writer has a feeling that the first attempts to develop it were made by the New York Genesee Company, and not by Phelps and Gorham, as is now generally believed. In November, 1787, this New York Genesee Company obtained from the Indians, a lease for nine hundred and ninety-nine years, of all the land in Western New York west of the preemption line. The lease was given by the Indians at a treaty held at Kanadasaga, and while, later, it was declared to be illegal, the lessee company was active in the development of the land covered by their grant.

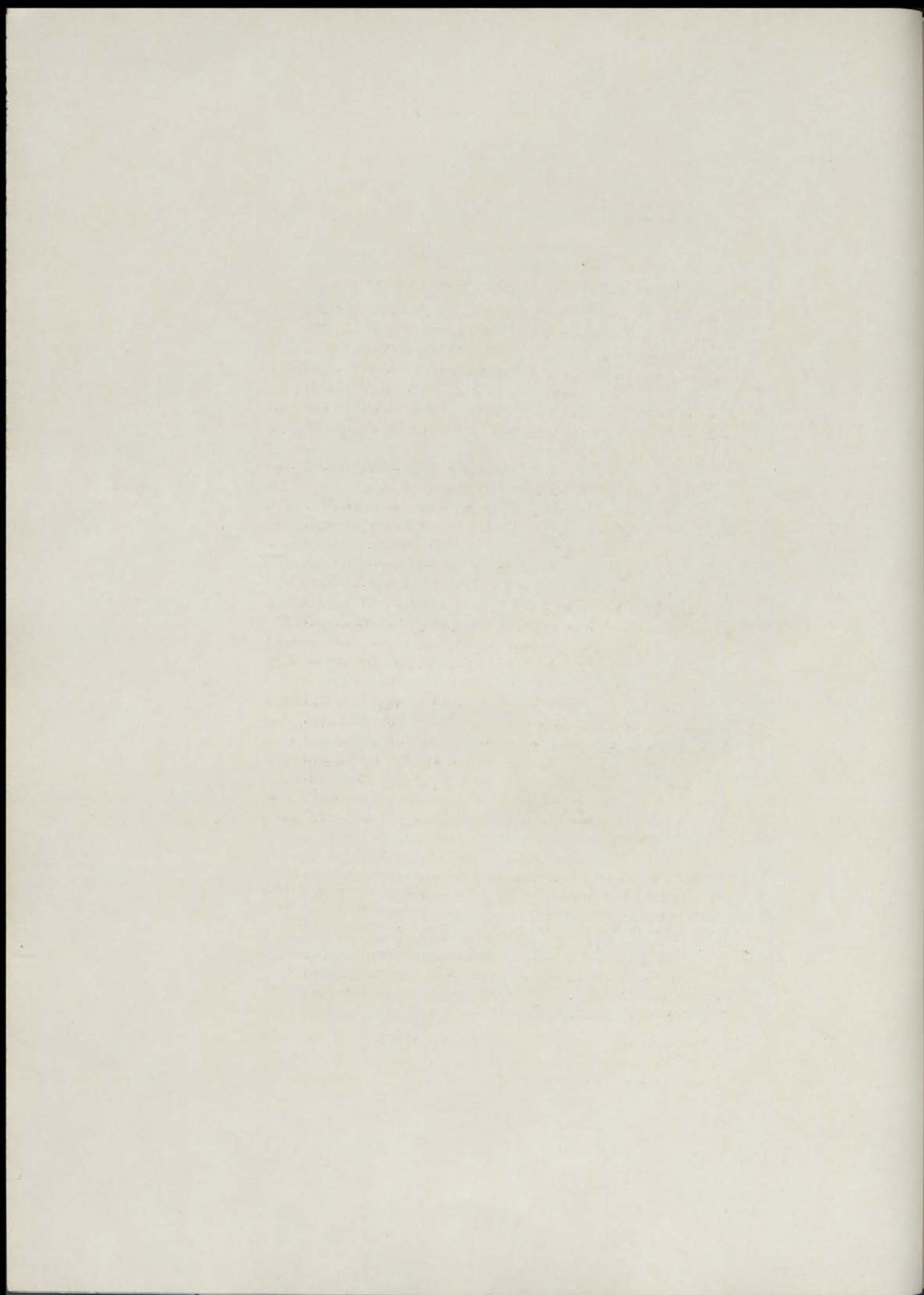
There was something decidedly queer in the methods used by the company in obtaining this lease. A call was issued for the Indians to meet at Kanadasaga, located at the present Geneva, New York. As the season was far advanced into the winter months the council was attended only by certain of the younger chiefs, the older chiefs being unable to be present on account of weather conditions, and advanced age. At the conclusion of the council, the Indians present were given certain documents which they were asked to sign, and they did so. It developed later, that among the papers so signed was a lease for nine hundred and ninety-nine years of all of the lands of Western New York. When this became known, the older Indians, led by Old Smoke, protested, and sought the advice of Colonel John Butler as to what ought



to be done in the matter. They did not think the lease legal, as in fact it was not. Colonel Butler told them that he would do everything in his power to help them, but he did not see what steps could be taken to recover the country, as the younger Indians had given a lease for the whole of it. He said, finally, that there was one thing that might serve them, which was for the chiefs to give him, or some other person, a lease of the country and date it before the date of the lease given at Kanadasaga by the younger chiefs. To this the older chiefs readily agreed, and in March, 1788, Colonel Butler and others got such a lease signed by the Indians. Later, when Phelps and Gorham began negotiations, the Butler lease was relinquished, in part.

It is problematical as to just what Butler's motives were in obtaining a lease of Indian lands located in the United States, but it is fairly safe to conclude that he was greatly interested in Genesee Country lands for, about this time, he became involved in a controversy with Lord Dorchester (Sir Guy Carlton), Governor General of Canada, and he was asked to explain just what his interests in the Genesee Country were.

As a result of the Hartford Convention, in 1786, the whole question of the ownership of the lands of Western New York was finally settled between the States of New York and Massachusetts. It was determined that Massachusetts owned the land, subject to prior claims of the Indians, and the sovereignty of New York. In April, 1788, Phelps and Gorham obtained from Massachusetts the right to extinguish the Indian title to all of the Indian lands in New York State west of the preemption line. In July, 1788, a council with the Indians was held at Buffalo Creek, resulting in a treaty by which Phelps and Gorham received a deed for all of the Indian lands lying between the preemption line on the east, the Genesee River on the west, the northerly line of Pennsylvania on the south, and Lake Ontario on the north. In addition to this, they were granted a strip of land twelve miles wide, extending from Lake Ontario southerly along the west bank of the Genesee River to a point due west from Canawaugus (now Avon). This strip, west of the Genesee River was known as the Mill Lot; it was subdivided, and on



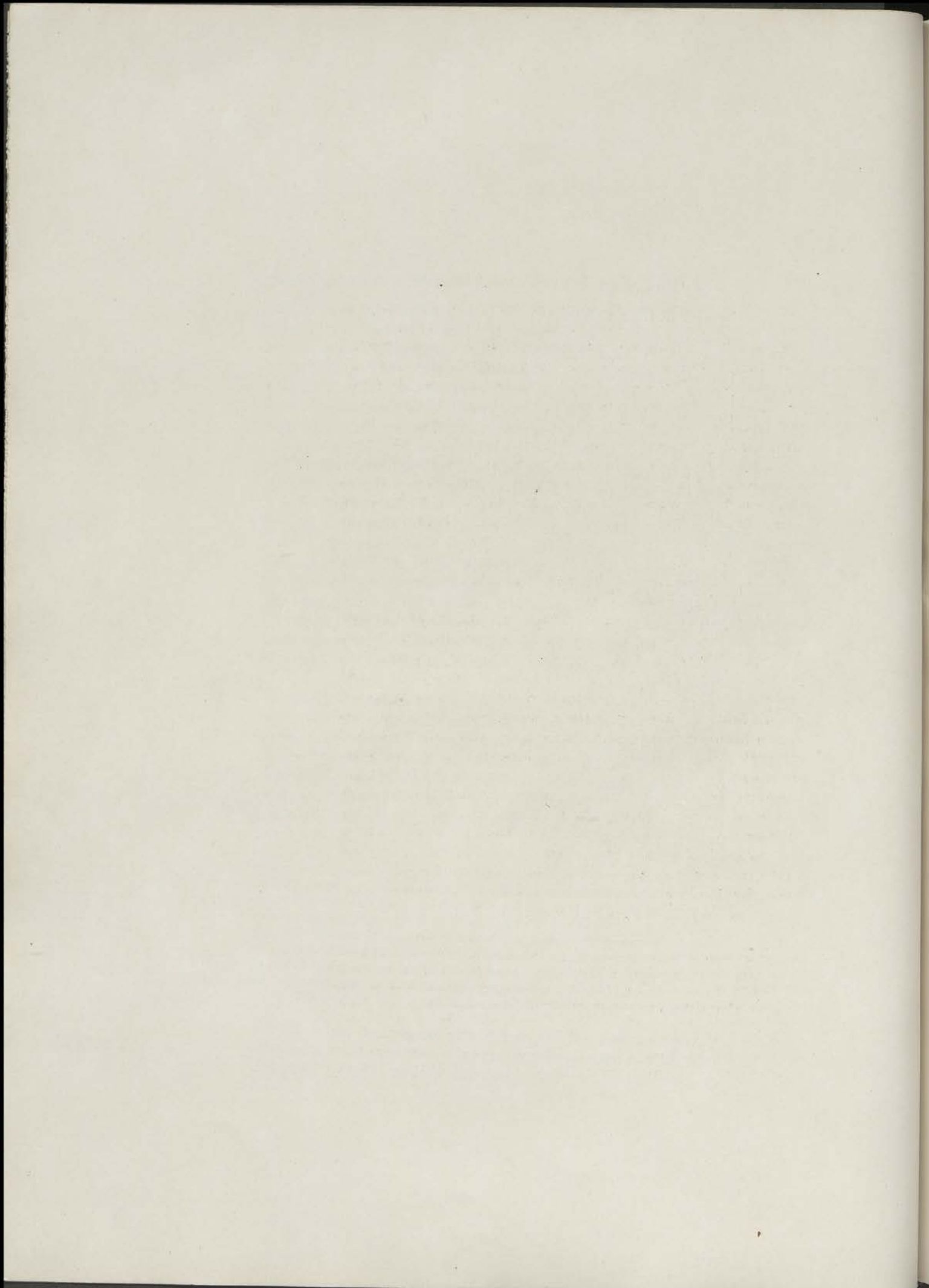
it, west of the small falls in the Genesee River (at present site of Broad Street) was located the One-Hundred-Acre Tract, upon which Allan built his mills. Eventually, Phelps and Gorham surrendered to Massachusetts their preemptive rights to all lands, in excess of what was actually deeded to them at Buffalo Creek in July, 1788. All of these surrendered lands in Western New York were acquired by Robert Morris at the Treaty of Big Tree, in 1797.

Shortly after Phelps and Gorham had acquired title to the Mill Lot west of the Genesee River, they entered into an agreement with Ebenezer Allan to build a sawmill and a grist-mill at the Genesee Falls, near the fording place, and in consideration, the One-Hundred-Acre Tract was given to him. There has been much speculation as to the details of this agreement. Apparently, a deed for this land never was given to Allan by Phelps and Gorham for, when Allan sold the mill-seat to Barton, in 1792, he stipulated that Barton should apply to Phelps and Gorham for a good and sufficient deed covering the One-Hundred-Acre Tract adjacent to the mills Allan had erected.

The following extract from Articles of Agreement between Phelps and Gorham and Ebenezer Allan clearly shows that there was a definite understanding regarding the building of mills by Allan. So far as the writer knows this agreement was never placed on record in any public office. The following copy of the document in question was made by Gideon Granger of Canandaigua from the original then in the office of Oliver Phelps:

"On 30 Sep. 1788: N. Gorham and O. Phelps & Co., by their agents Wm. Walker, Caleb Barton and Benj. Barton articted to Ebenezer Allan the privilege of a grist mill and saw mill with lands sufficient for mill yards and roads to the same and likewise 100 acres of land adjoining the same; provided the said lands shall not interfere with or injure any carrying place, ferry or town plat which may hereafter be found advantageous to the Company. Always reserving one half of all mines and minerals which have or may hereafter be found on said lands, and to build a good grist mill and saw mill by the 1st of June next."

Allan carried out his part of the agreement, although the sawmill was not completed until the summer of 1789, and the grist-mill until November, instead of June 1st, as stipulated.



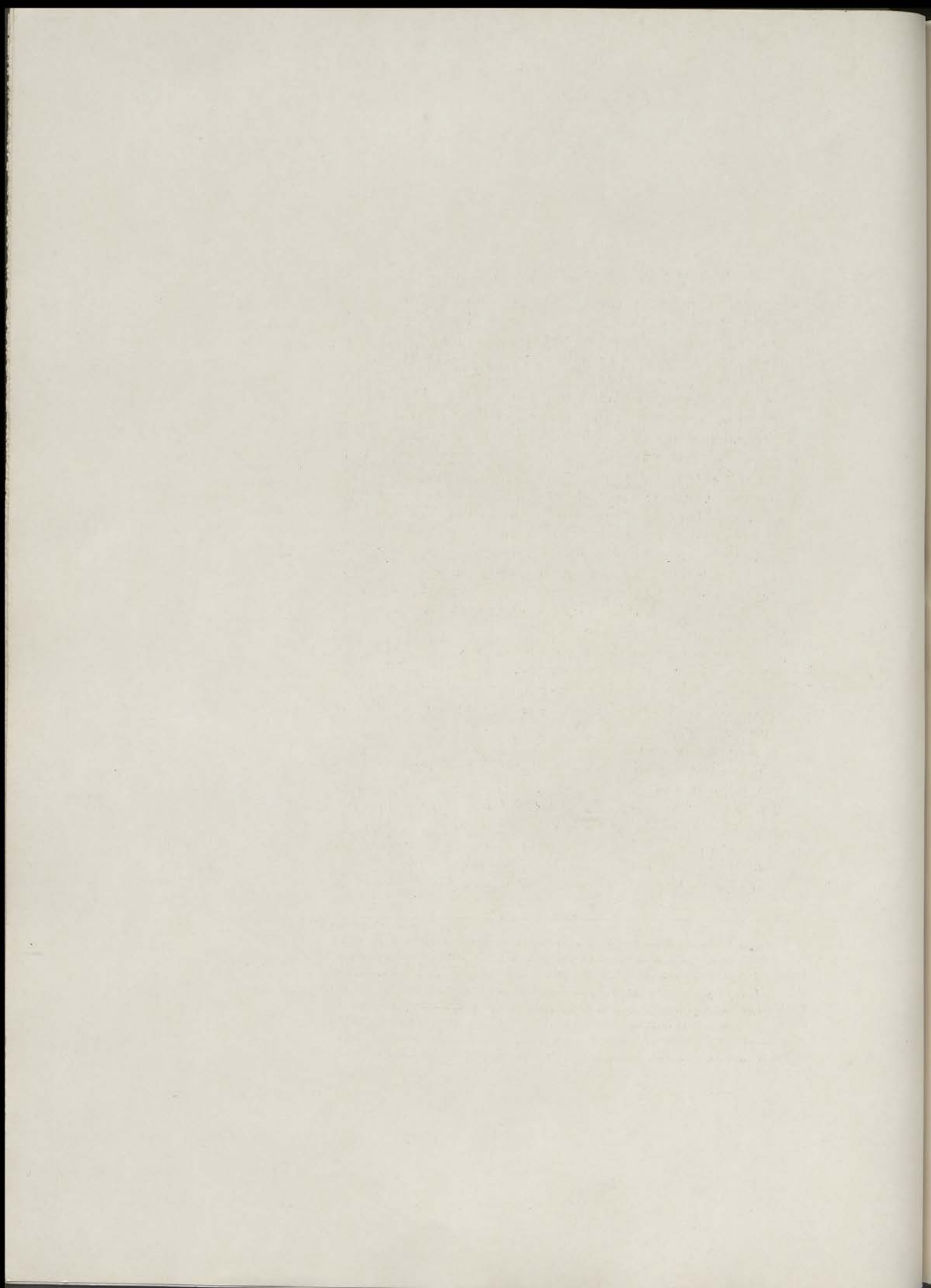
Not long before construction of the mills was started, Allan married a white woman named Lucy Chapman, the daughter of Nathan and Hannah Chapman, who resided near Allan's farm at Scottsville. As a result of this marriage one child was born, a son, who was named Seneca. As Allan was living on the mill site during building operations it is just possible that Seneca Allan, born, 1789, was the first white child to be born on the One-Hundred-Acre Tract.¹

Allan's wife, Lucy, had a sister, Polly, who was married to Nicholas Miller. Miller resided near Scottsville, and was a millwright by trade. He was of assistance in the building of the Allan mills, as was also Christopher Dugan, Allan's brother-in-law.

After the death of Lucy Chapman's father, her mother, Hannah, married one Asa Johnson, and lived for a number of years in Younge Street, Toronto.

Colonel John Butler's desire to acquire land in the Genesee Country is again suggested by a transaction entered into by him with Ebenezer Allan. In July, 1790, it appears that Butler loaned Allan six hundred thirty-four pounds, eight shillings and ten pence, and took as security a mortgage on Allan's hundred acres, with the mills thereon. As these mills were a business failure, and the land on which they stood of but little value, it is difficult to understand, fully, just what prompted Butler to loan so large an amount with such inadequate security for return payment. Evidently Butler, by reason of former dealings with Allan, believed him to be trustworthy. On the other hand the British hoped that the international boundary line, as established by treaty in 1783, might in some way be modified, and the Genesee River become the dividing line between the United States and Can-

¹EDITOR'S NOTE: Mr. Turpin's statement as to the birth of Seneca Allan may necessitate a revision of the list of early births in Rochester. It has been stated that John P. Fish, son of Colonel Josiah Fish and Zeruah Fish, born February 24, 1800, in the shack near the Allan Mills, was the first white child born within the limits of the present city of Rochester. Probably, first honors must go to Seneca Allan, the son of Ebenezer Allan and Lucy Chapman Allan, his white wife, born at the Genesee Falls in 1789. (See *Early Births in Rochester*, by Mrs. George H. Harris, Publication Fund Series, The Rochester Historical Society, Vol. VII, pp. 157-159).



ada, instead of the Niagara River. If this could have been brought about the Allan land, as covered by Butler's mortgage, might have become an important and valuable asset.

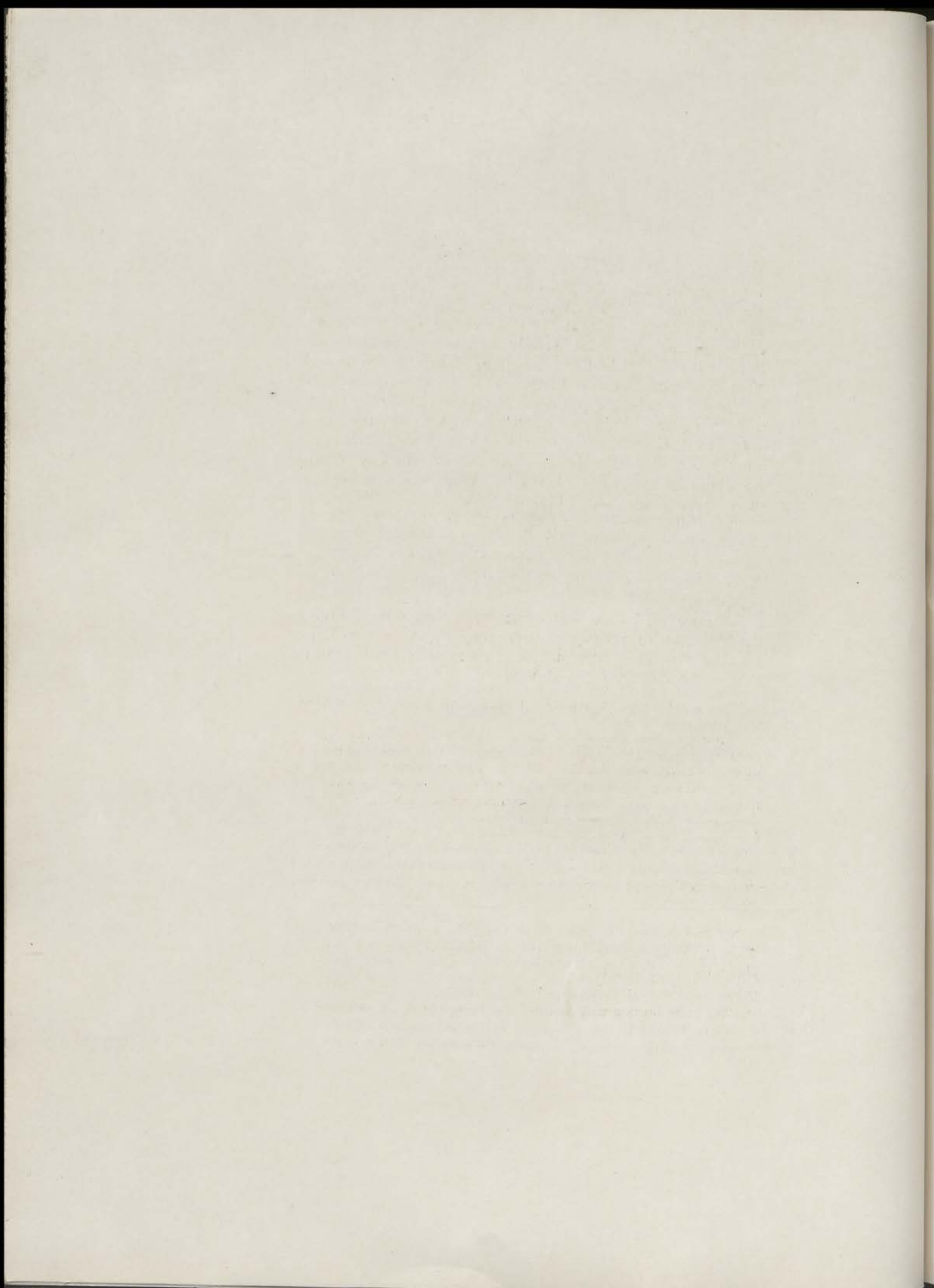
As stated above, Allan's mills were not financially successful, there being only twenty-four families living in all of New York State west of the Genesee River in 1789. Therefore, it is not to be wondered at that the mills fell into disuse. After the transfer of the One-Hundred-Acre Tract from Allan to Barton, the tract was sold by Barton to Samuel Ogden, who, in turn, sold it to Captain Charles Williamson, agent for the Pulteney Estate. On November 8, 1803, Colonel Nathaniel Rochester, Major Charles Carroll, and Colonel William Fitzhugh acquired the equitable title thereto on a land contract; the deed not being delivered until November 18, 1811. The tract was surveyed by Colonel Rochester in 1811, and was settled in 1812. A spring freshet carried away the old Allan sawmill in 1803, and seriously undermined the grist-mill, which was finally burned in 1807.

An interesting episode in connection with the One-Hundred-Acre Tract was the attempt made by Seneca Allan, son of Ebenezer Allan and Lucy Chapman, to secure his mother's dower right to the hundred acres as transferred by Allan to Barton in 1792.²

In making the transfer to Barton the agreement was signed by Allan, but his wife did not unite. The failure of Lucy Allan to sign was the basis of the claim made by Seneca Allan, about the year, 1821, for Allan's original hundred acres. Mrs. Jane Marsh Parker, in her *Rochester* (1884), suggests that Seneca Allan might have achieved his object had he not been suddenly cut off by an attack of inflammatory rheumatism. This is not correct, as Seneca Allan did not die

²EDITOR'S NOTE: Edwin Scrantom in his *Old Citizen Letter*, Number 74, gives an interesting account of the return to Rochester of Seneca Allan, in 1821, to press his claims to the One-Hundred-Acre Tract. In the unsuccessful litigation that followed, the Rochester lawyers representing Allan, were Joseph Spencer, Enos Pomeroy and Moses Chapin.

Edwin Scrantom became well acquainted with Seneca Allan and described him as intelligent and agreeable. Scrantom mentions Allan's physical affliction of inflammatory rheumatism and stated that, eventually, it was the cause of his death.



until thirteen years after the lawsuit. As a matter of fact, he was nonsuited, and the claim was abandoned. Seneca Allan died at Monroe, Michigan, in 1834, at the age of forty-five years. At the time of his passing, he was warden of Trinity Episcopal Church, and had served as Worshipful Master of Northern Light Masonic Lodge, in Ohio. At various times, he filled a number of positions of trust, and was a highly respected man. In a letter written by him to Abelard Reynolds, dated, December 13, 1823, he refers to the death of his mother as having recently occurred. At the time Lucy Chapman became the wife of Ebenezer Allan, she was twenty-three years of age, and Allan, forty-four.

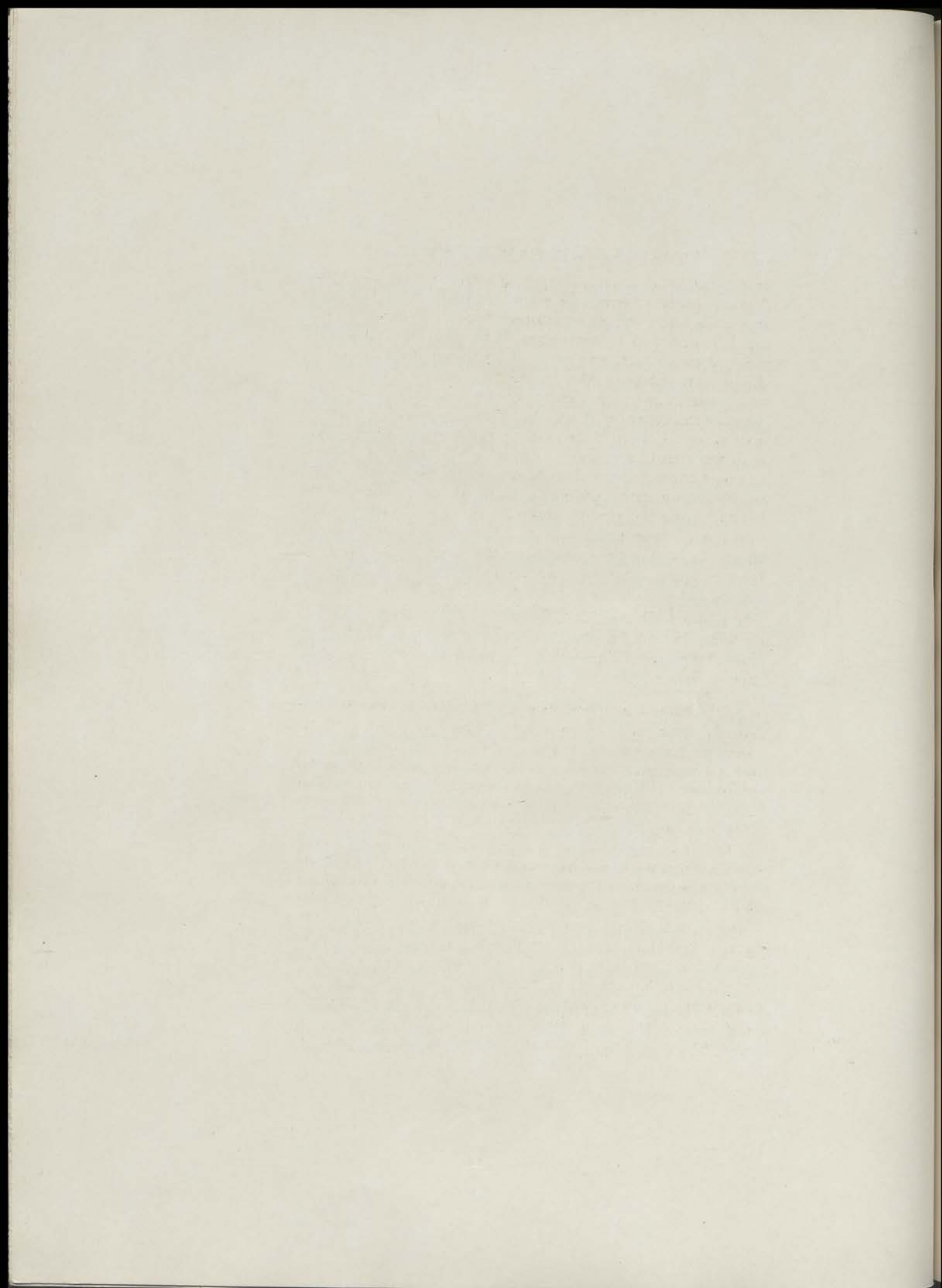
After Allan deeded his mills at the Falls to Barton, he returned to the vicinity of the present village of Mount Morris, and resumed the management of his farm and store. At this time he was forty-eight years of age, and seemingly prosperous.

So many unpleasant statements have been made concerning Allan that the following extract from the diary of General Thomas Procter is interesting and unusual (*American State Papers, Indian Affairs*, Vol. V, p. 151):

"March 30th, 1791. Conducted by guide to the house of Capt. Ebenezer Allan at ten at night.

"April 1st, 1791. Having for the best part of two days caused provisions to be provided for myself and people, and for several Indians who lived at a considerable distance from here, and at a considerable expense to Mr. Allan and much trouble to his family, I proposed to make him restitution by payment, which he modestly refused, adding, that I was going into a country where I would have occasion for my money. I therefore treated his politeness in that manner which I thought would least offend him, by saying that he must receive at my hand in Philadelphia a best beaver hat and four dollars worth of anything Mrs. Allan should chuse to send for, estimating the whole at eleven dollars for which I hold myself in honor bound to perform."

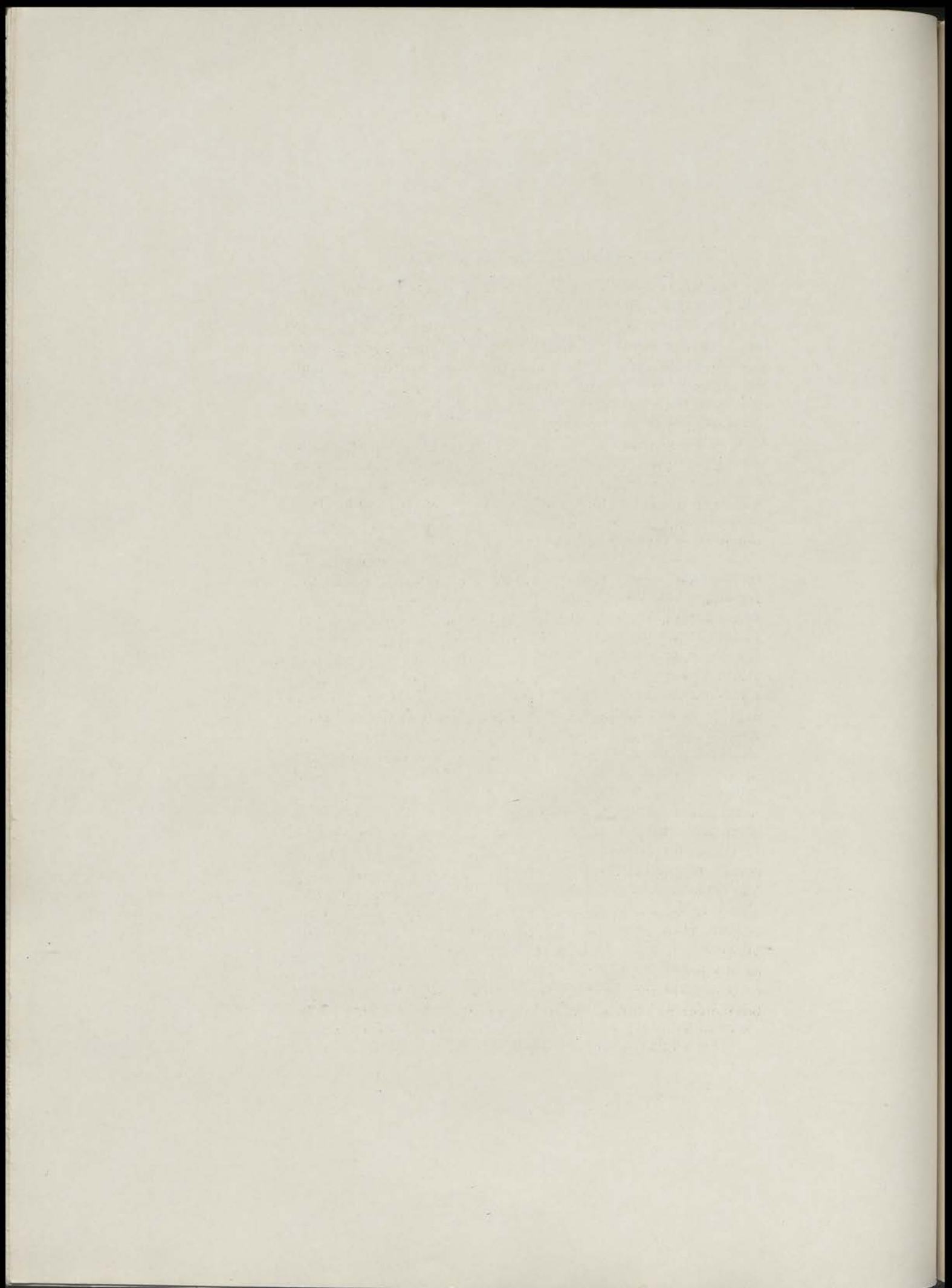
Shortly before the sale of the One-Hundred-Acre Tract to Barton, Allan became interested in a land transaction, of considerable magnitude, at what is now Mount Morris. As a result of this, his reputation has suffered, more or less unjustly. The facts are as follows: In July, 1791, the two Indian daughters of Ebenezer Allan, and the squaw Sally, were granted by the Indians, in full council, a large tract of land.



It was four miles square, and was granted to Mary and Chloe Allan at a treaty made at Newtown, in July, 1791. The grant was made under the personal supervision of Timothy Pickering, United States Commissioner to the Indians, and was for more than ten thousand acres of land, including the site of the present village of Mount Morris. There has never been any question as to the validity of the deed given by the Indians at that time, as it was very carefully worded in such a way as would prevent the land being sold by any one, other than the girls themselves. Allan, himself, had a life interest in a part of the tract, and could also collect what ever revenue might accrue, although obligated to use all monies for the benefit of the two girls to whom the grant was made. As before stated, these two girls were full-blooded Seneca Indians, under the laws of the Iroquois, so that the grant of this large tract to them cannot be considered as alienation. The transfer did not violate the constitution of New York State, nor any Federal law then in force, it being merely a division of Indian lands among the Indians themselves. Notwithstanding the care used in making the grant to Mary and Chloe Allan, their father, Ebenezer Allan stands accused of having swindled them out of their rightful ownership to the land as legally granted at Newtown in 1791. It is charged that shortly after the grant was made Ebenezer Allan took the deed to Philadelphia and sold the land covered by it to Robert Morris. This Allan could not do legally, and there is absolutely no recorded evidence that he ever sold a single acre of his daughters' land, as it was deeded to them at Newtown in 1791.

Allan did dispose of such improvements as he had made on his original six mile tract as deeded to him by the Indians, and also such improvements as he had made on his daughters' land as later deeded to them. It is known that Robert Morris did purchase from Ebenezer Allan the standing grain, buildings, and all of the improvements that Allan himself had made on the tract, but there is not the slightest evidence in the agreement that Morris made with Allan that any attempt was made to sell any of the land rightfully owned by Mary and Chloe Allan.

The whole question of Allan's connection with land grants



at Mount Morris seems to have been misunderstood. Recently discovered documentary evidence makes clear that Allan never, willfully or otherwise, defrauded his children of their vested rights to lands in the four mile square. The documents bearing on the matter throw an entirely new light on Allan's part in the transaction, and indicate that, if any swindling was carried on, it was done by others who were interested, and not by Allan.

About a year before the above transfer of lands was made to the two girls, certain Indian chiefs made complaint to the Canadian Government that Allan was alienating lands that had been deeded to him, but in trust for his Indian children. As this complaint was made some time before 1791, it could not possibly refer to the lands as deeded at Newtown.

It appears that in October, 1787, William Johnson, an interpreter in the British Indian Department, made the statement, that the Seneca Indians had given to Ebenezer Allan, a large tract of land on the Genesee River for his two children, and that Allan was attempting to dispose of said land in violation of law. An investigation was begun, and it was found that Allan actually was disposing of certain lands. Being called to account for his conduct his only answer was that he cared very little for their complaints as Colonel John Butler was equally interested with him in the tract. Continued search among old records has revealed that some time before 1791, the Indians had deeded to Allan a tract of land six miles square. The existence of this deed seems to have been unknown to early writers, and, evidently, it is to this deed that Mary Jemison refers as "artfully contrived." If Allan sold or attempted to sell any land to Robert Morris it was all or part of this six mile tract, and not any part of the four mile tract as later deeded to his Indian daughters, and which Ebenezer Allan could not, and did not sell. If Allan sold to Morris any part of the six mile tract, as originally granted to him, it was with the understanding that he would, on the first opportunity, have his own deed for Indian lands ratified, and thus making legal any transfer that he might later make to Morris. Allan attempted to do this very thing, once at Philadelphia, in 1790, and again at Newtown, in 1791. While Allan did not succeed in having his deed for the

six mile tract ratified by Timothy Pickering, to whom on both occasions he applied, he was successful in obtaining a perfectly valid deed, given by the Indians in full council, for four square miles of land, the deed being made, not to him, but to Mary and Chloe Allan as principals. Under the provisions of this deed Allan could not legally sell any of this land to Morris or anyone else.

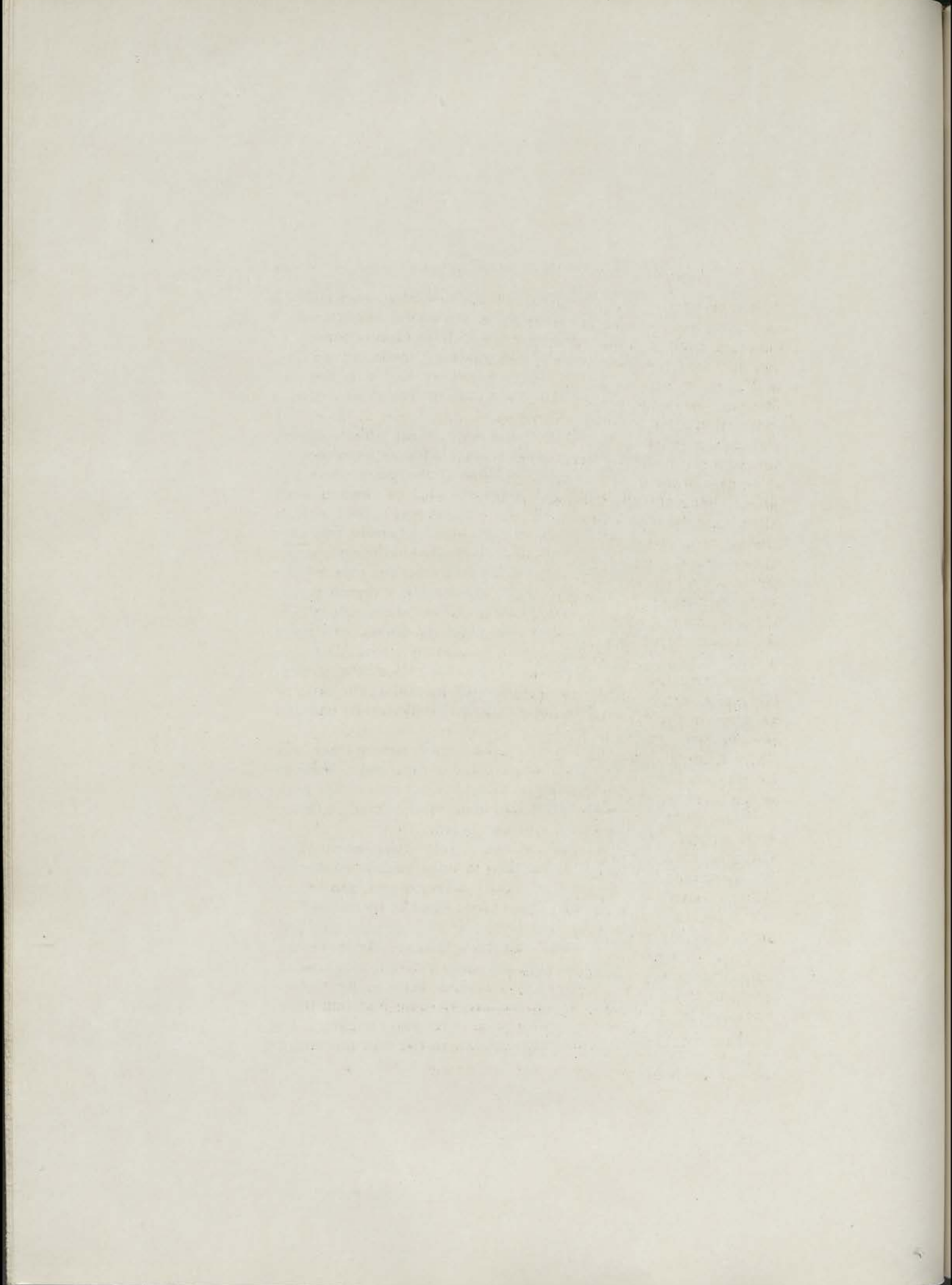
In 1797, at the Treaty of Big Tree, when Robert Morris extinguished the title to such Indian lands as were covered by his preemption rights, the lands conveyed to the Allan girls at Newtown, in 1791, were included in the sale then made by the Indians to Morris. Protest was made by those interested, but without avail, and it is generally felt that Mary and Chloe Allan were there defrauded of their property.

Allan's original deed for the six mile tract may have been "artfully contrived," and under its carelessly drawn provisions Allan may have had the power to swindle his daughters out of their rights but, under the carefully drawn deed given in 1791, with Pickering present as commissioner, Allan certainly was not able to do so. If the two girls were swindled, as in fact they were, the blame must be laid at the door of certain "imperious land jobbers," and should not be charged against Ebenezer Allan.

To Ebenezer Allan the loss of the six mile square tract, was disturbing, and may well have created in his mind a desire to leave the Genesee Country, and search out new fields with greater opportunities. Allan had done what he could to have his land grant validated, and had failed.

At the treaty held at Newtown in July, 1791, when Allan discovered that the Indians, then in full Council, would not ratify his grant, he became greatly alarmed and, turning to Timothy Pickering said, "Good God: Am I to be ruined?"

In a speech made by Red Jacket at Philadelphia on April 10, 1792, Red Jacket said, concerning Allan: "We know the cause of Mr. Allan's leaving our country. He told us the reason before he went away. It was because he owned nothing." Evidently Allan realized that he had but little interest in the grant as it was made to his two daughters. To the six mile tract he had some claim, to the four mile tract he had none.

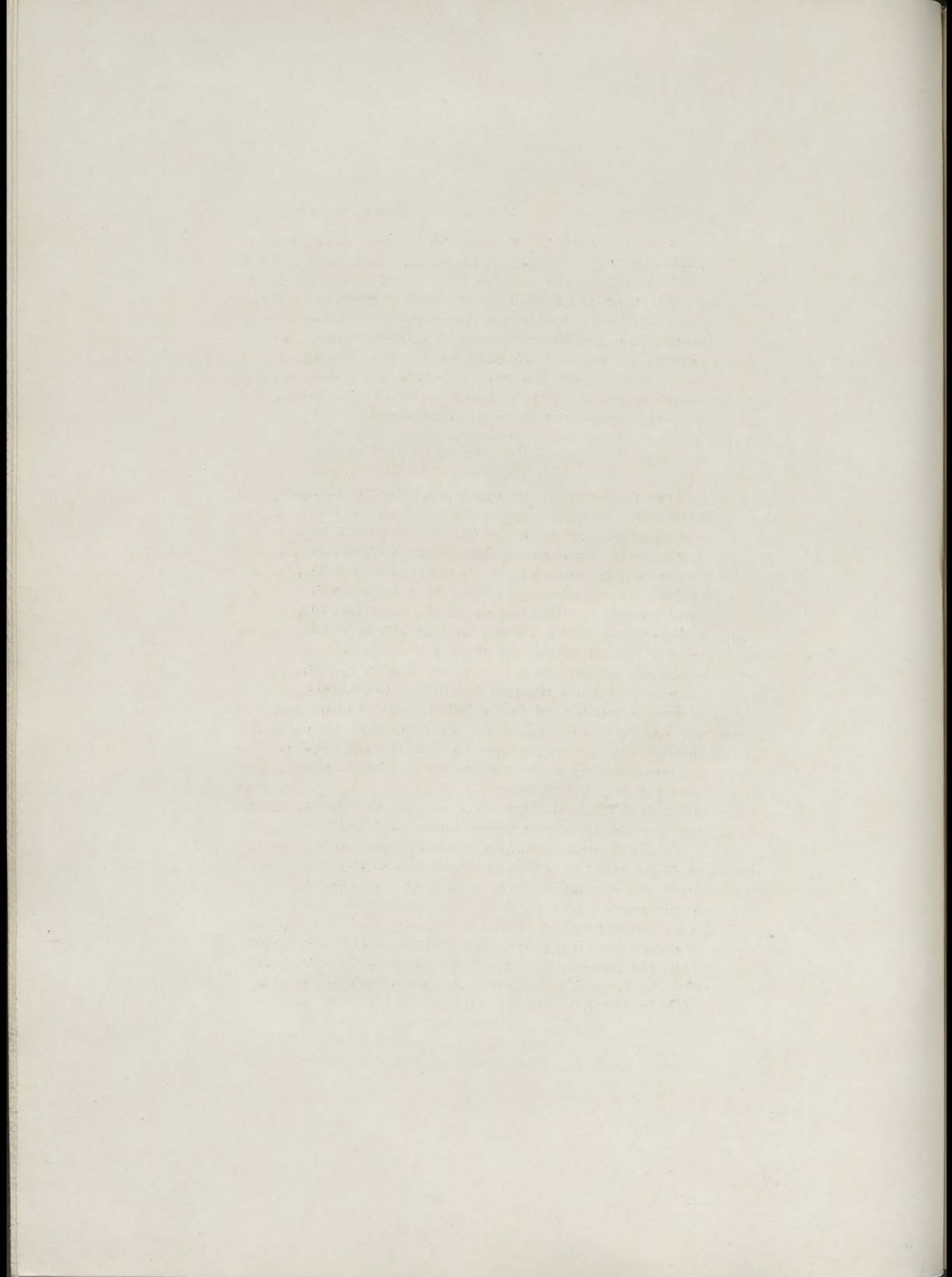


On February 7, 1792, the British Government announced the distribution of the Crown lands in Upper Canada, and sometime early in 1794, Allan petitioned John Graves Simcoe, the Governor, for a tract of two thousand acres of these lands, to be located on the River La Tranche (now the Thames), near the present city of London. On May 17, 1794, Allan's petition was granted on condition that he build a church, a school house and a grist-mill. About this time Simcoe was considering locating the capital of Upper Canada, at or near what is now London, so that at the time it was given, Allan's two thousand acre grant was desirably located. Allan built the school house and grist-mill as agreed, but was unable, or at least did not, finish the church. Contrary to the statement made by Mary Jemison and other early writers that Allan's title was confirmed, he never received a government warrant for his two thousand acres, and in September, 1804, the land granted to Allan was declared "as subject to the future disposition of the Crown, and discharged of all possible claim of Mr. Allan, and all persons under him."

It is impossible to determine just when Allan left the Genesee Country to become resident in Upper Canada, but an entry in the diary of David Zeisberger, a Moravian missionary, who resided at Fairfield, dated, July 31, 1794, says "Mr. Allan who was here in the winter came here by boat by way of Detroit to settle forty miles up the river. He stayed over night and then went on."

When Allan finally left his home near Mount Morris, he took a route that led him down the Genesee River to Lake Ontario. On a rise of ground, near the present location of the old lighthouse, he found the cabin of William Hinchey. Here Allan awaited the coming of a flat boat from Niagara on which, when it arrived, he loaded his household effects and set sail for his future home.

From all known facts it is fairly safe to assume that Ebenezer Allan left the Genesee Valley sometime late in 1793, or early in 1794; and, while it is known that on a number of occasions he returned to his old haunts, he made his home in Upper Canada until he died. The date of Allan's death is uncertain. Historians differ, but it would appear from available records that he died in 1816, at the age of seventy-two.



With the departure of Allan, the Genesee Country lost a highly picturesque and, in many ways, a useful man. Twentieth century standards cannot be used in estimating his worth or place; he lived under vastly different conditions. Posterity has accused him of many crimes. Of these, there is, at this late date, little that may be said that has not already been told. Many of the harsh tales concerning him are inaccurate and conflicting and, I am honestly convinced, that those stories are greatly exaggerated, and often based on political, rather than mere personal antipathy.

"The evil that men do lives after them;
The good is oft interred with their bones."

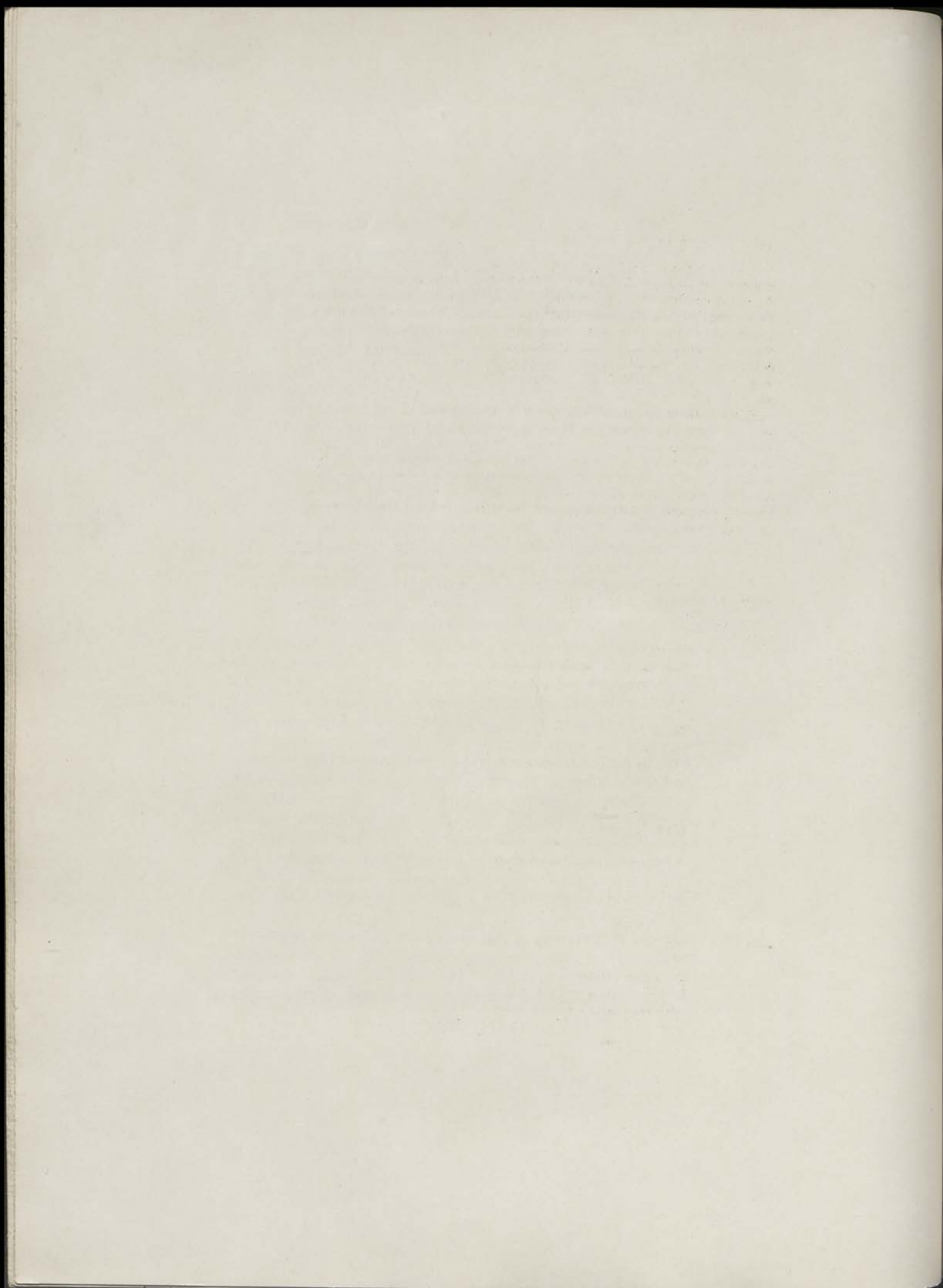
Allan's offences in the matrimonial line have been given wide publicity; and while not in any way to be condoned, perhaps the awful lonesomeness of the vast wilderness furnished some explanation. At any rate Allan's family record in the Genesee Country will stand comparison with that of a certain distinguished resident of the Mohawk Valley who is said to have left behind upwards of a hundred children.

It must be remembered that high crimes in Allan's day were often punished, yet there is not an instance where Allan was accused by competent authority, and there is no record of his having been punished for public offences.

Allan's standard of living differed widely from ours, and he may have been hated by his neighbors, yet there was much in him that was admirable, and it seems that the time has arrived when we may speak of him without going behind closed doors, as has heretofore been the custom. May we not in a spirit of fairness, view our very first settler and his worth-while accomplishments with a little less bitterness.

Our local poet, Swinburne, has said, that when they laid Allan down to rest "they placed two millstones on his breast." That would suggest the hope that he might find rest,—but he has never found it.

In the preparation of this sketch the writer has purposely refrained from using the name "Indian Allan." In Canada, Ebenezer Allan was called "The Genesee Allan," and not "Indian Allan," as he was more or less sarcastically called while he was here.



EDITOR'S NOTE: Years ago, Herman LeRoy Fairchild, now Professor Emeritus of Geology, University of Rochester, made an examination of the millstones from the old grist-mill built by Indian Allan, and reported his findings to The Rochester Historical Society. These millstones now appear embedded in the wall of the west corridor, second story, of the Monroe County Court House, at Rochester. Their interesting history, before they reached their present resting-place, was told by Maude Motley in her "Romance of Milling" (*Centennial History of Rochester*, Vol. I, pp. 152-153).

It was Doctor Fairchild's opinion that these millstones were cut from local boulders. The nether, or bedstone, is fine-grained gneiss or granite, and the upper, or ridingstone, is coarsely crystallized red granite. Originally these boulders were a portion of the crystalline rocks of the St. Lawrence or Adirondack region, and were carried to our locality by the great ice sheet, many thousands of years ago. Before the days of the imported French buhrstone to this region, such boulders were the natural recourse for millstones.



Thomas Thackeray Swinburne, the Poet Laureate of the Genesee, wrote the following whimsical lines:

INDIAN ALLAN

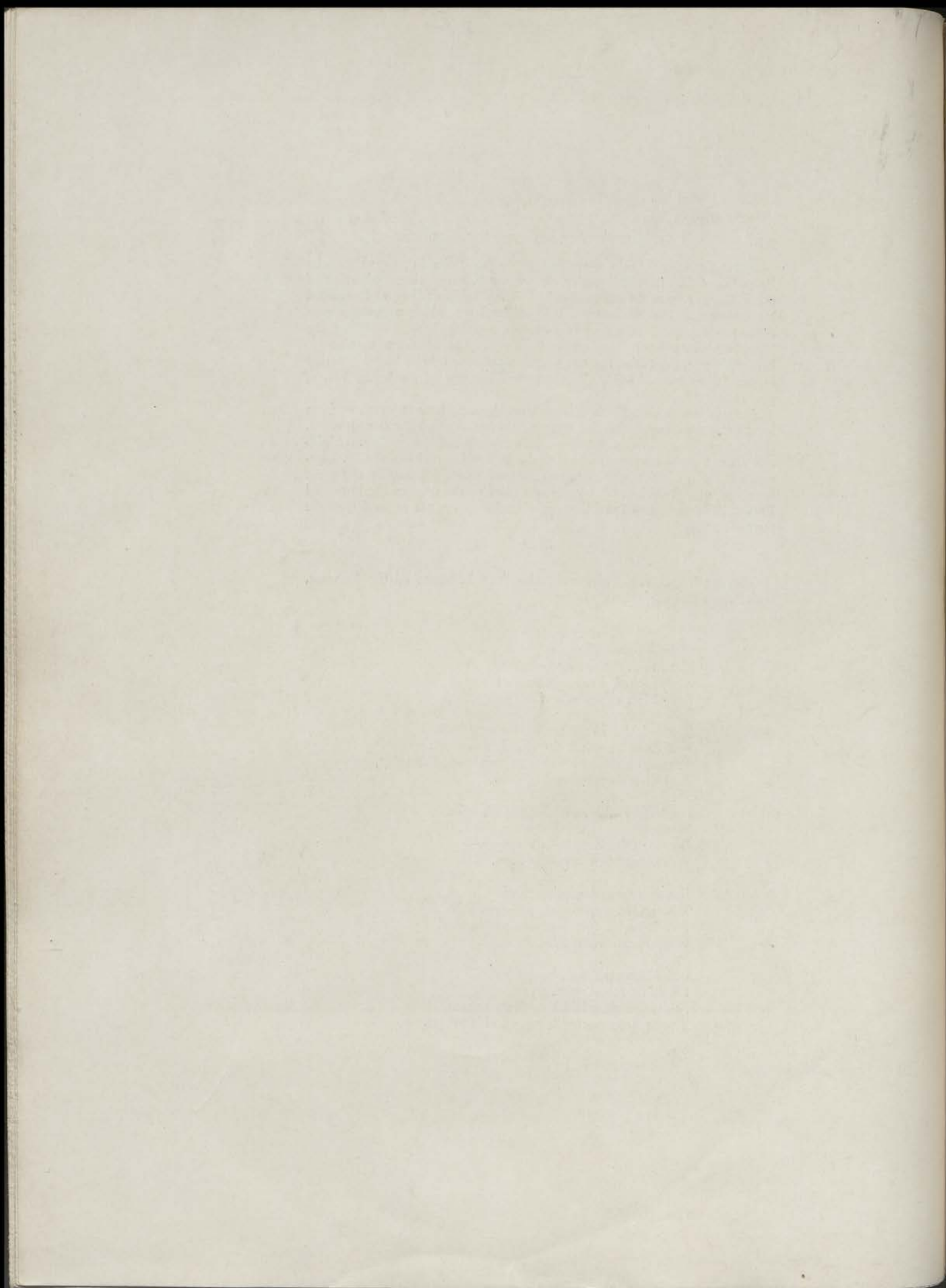
Old Ebenezer Allan, he
Harnessed the raging Genesee,
And hitched it to a big grist-mill
Before our city was a ville.

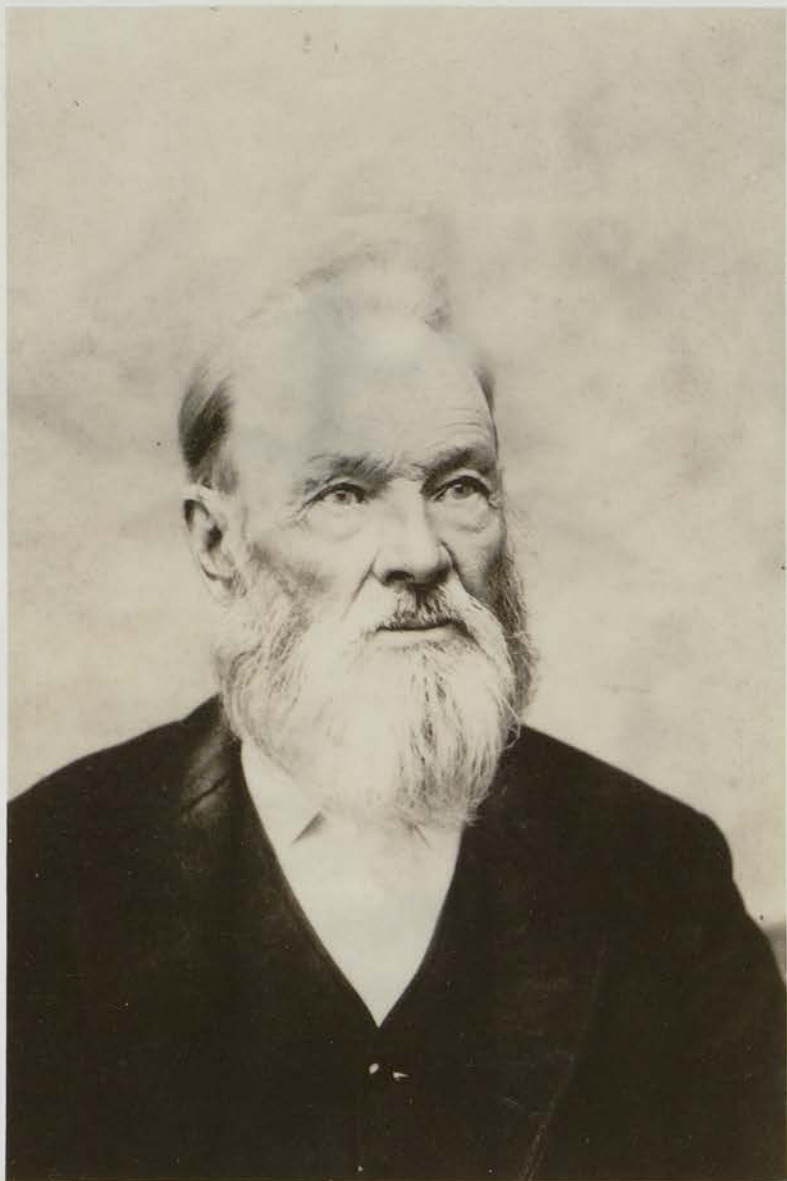
The redskins heard the rumbling sound
And came to watch the wheels go round;
They munched the wheat, which made them dry,
And then they took a little rye.

An Indian maid, with long black hair,
While gazing at the millwheel there,
Became enamoured of its power—
Was turned into a yellow flour.

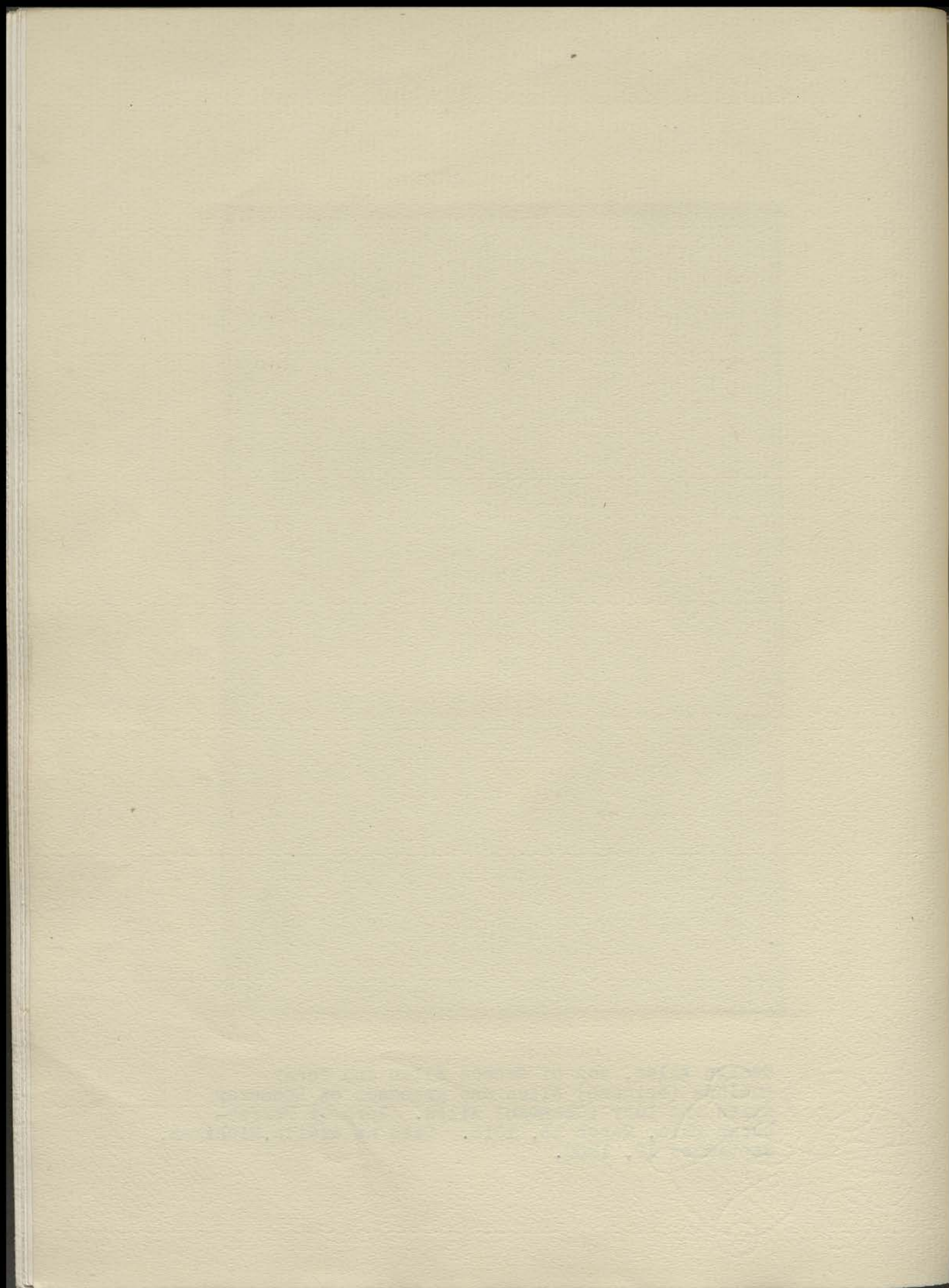
Her lover was a mighty chief
Who tried to drown his poignant grief,
But down his face big tears would steal
Whene'er he ate his Indian meal.

Old Ebenezer Allan, he
Died in a former century;
And when they laid him down to rest
They placed two millstones on his breast.





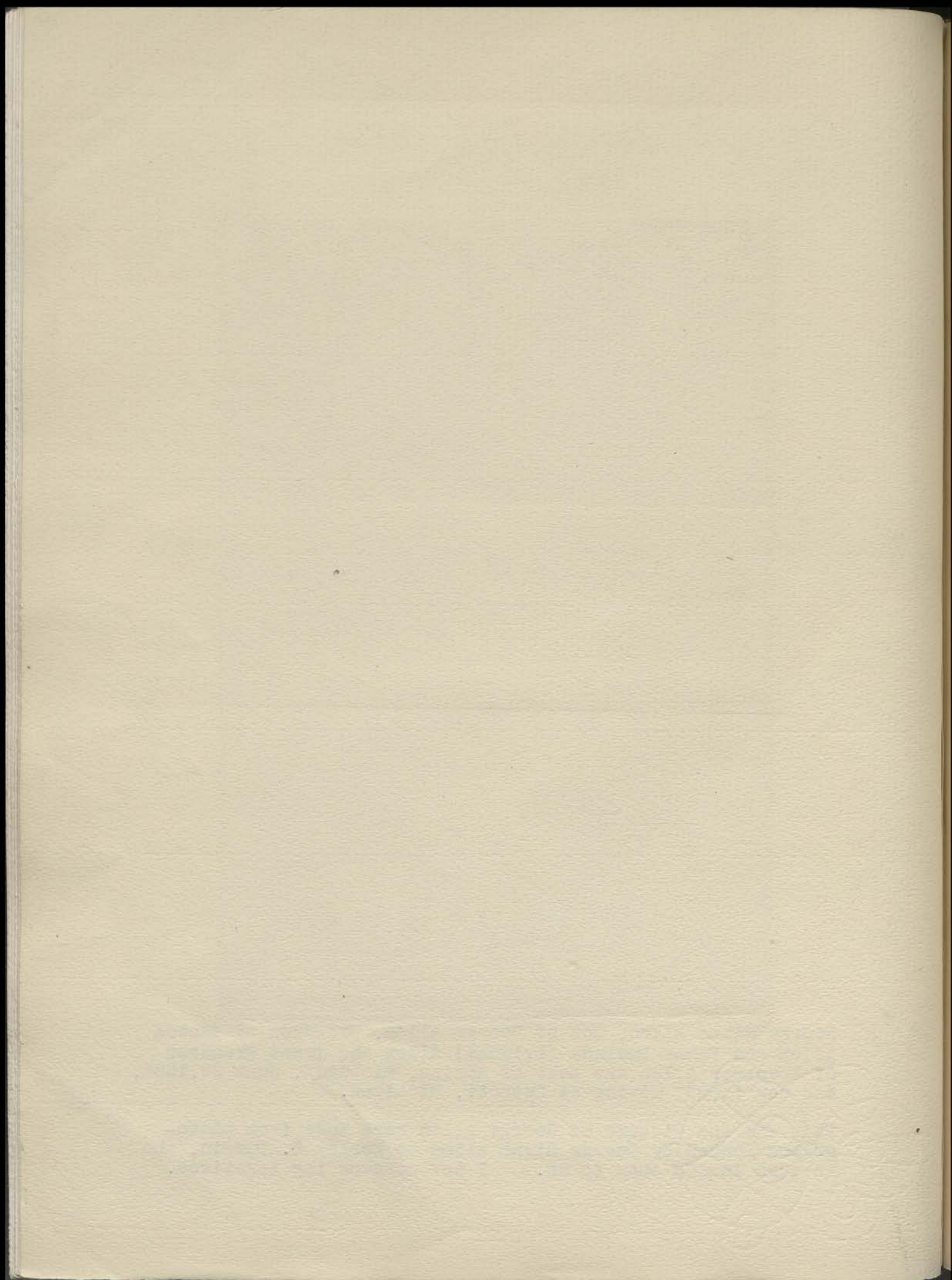
George Allen, son of Seneca Allen and Fanny Lucinda (Brigham) Allen and grandson of Ebenezer Allen and Lucy (Chapman) Allen. Born at Perrysburgh Ohio, March 12, 1818. Died at Azalia, Michigan, September 19, 1900.





George Hiram Allen, son of George Allen, Grandson of Seneca Allen and Fanny Lucinda (Brigham) Allen and great grandson of Ebenezer Allen was born at Adrian, Michigan, June 29, 1864, and now (1939) living at Detroit, Michigan.

This and the picture of George Allen were made from photographs loaned by George Hiram Allen to Morley B. Turpin, who in turn loaned them to me. I now possess the negatives.





Remains of the mill race for the mill erected by Ebenezer Allen At Delawaretown on the River Thames Canada.

The lower is the site of this mill as it appeared in 1937. These pictures were made from negatives loaned to Morley B. Turpin by a man in London, Ont.



It is a very old book, and the paper is very yellowed and stained. The text is written in a very old script, and is very faint and difficult to read. The book is bound in a very old, worn leather cover, and the spine is also very old and stained. The book is a very valuable one, and it is a very interesting one to read.



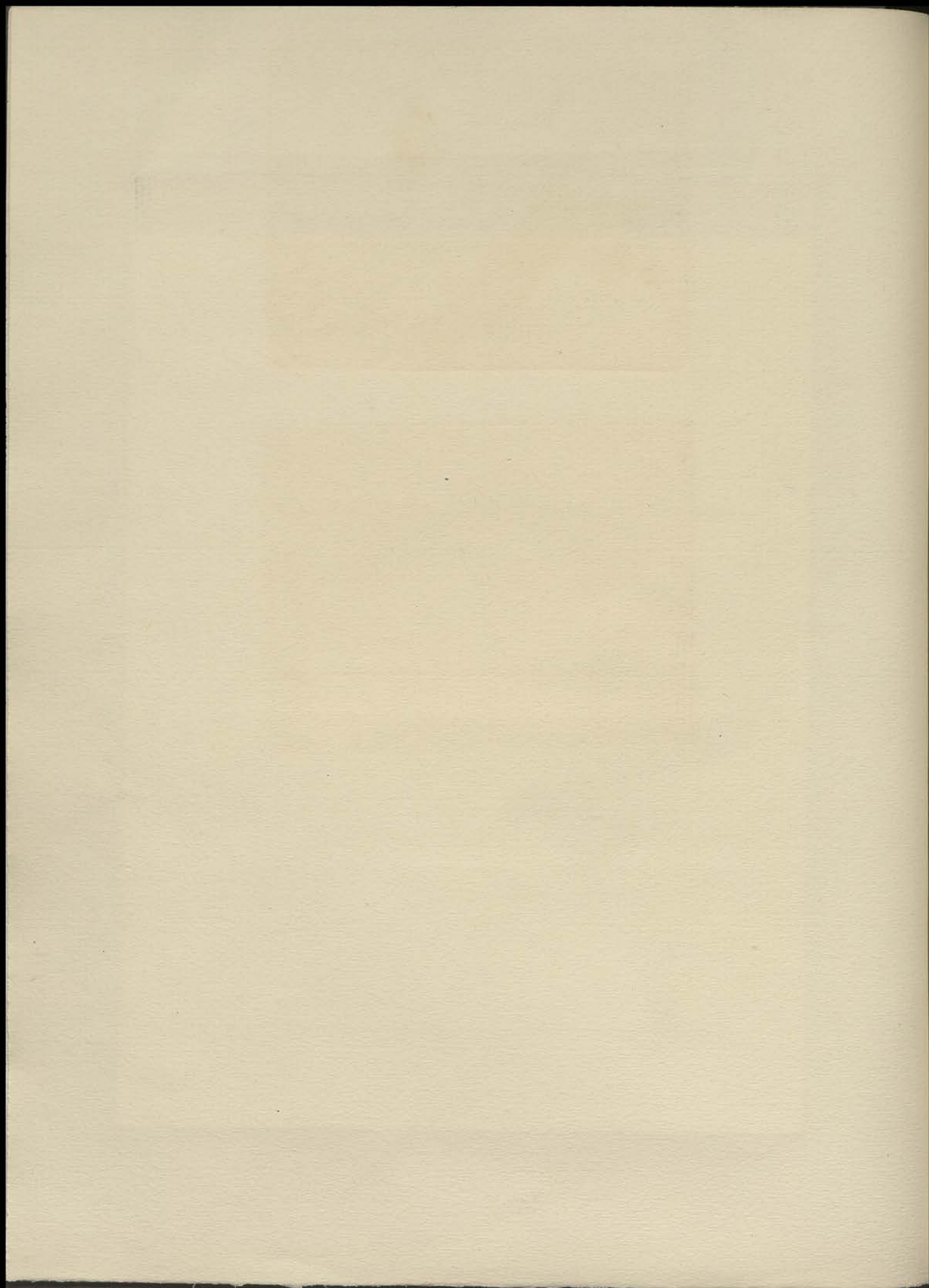
(Upper) Grace Anglican Church built on spot at Delaware where Ebenezer Allen built the first Church. Lower cemetery at Delaware opposite the Church. Daniel Springer, friend and associate of Allen is buried here.





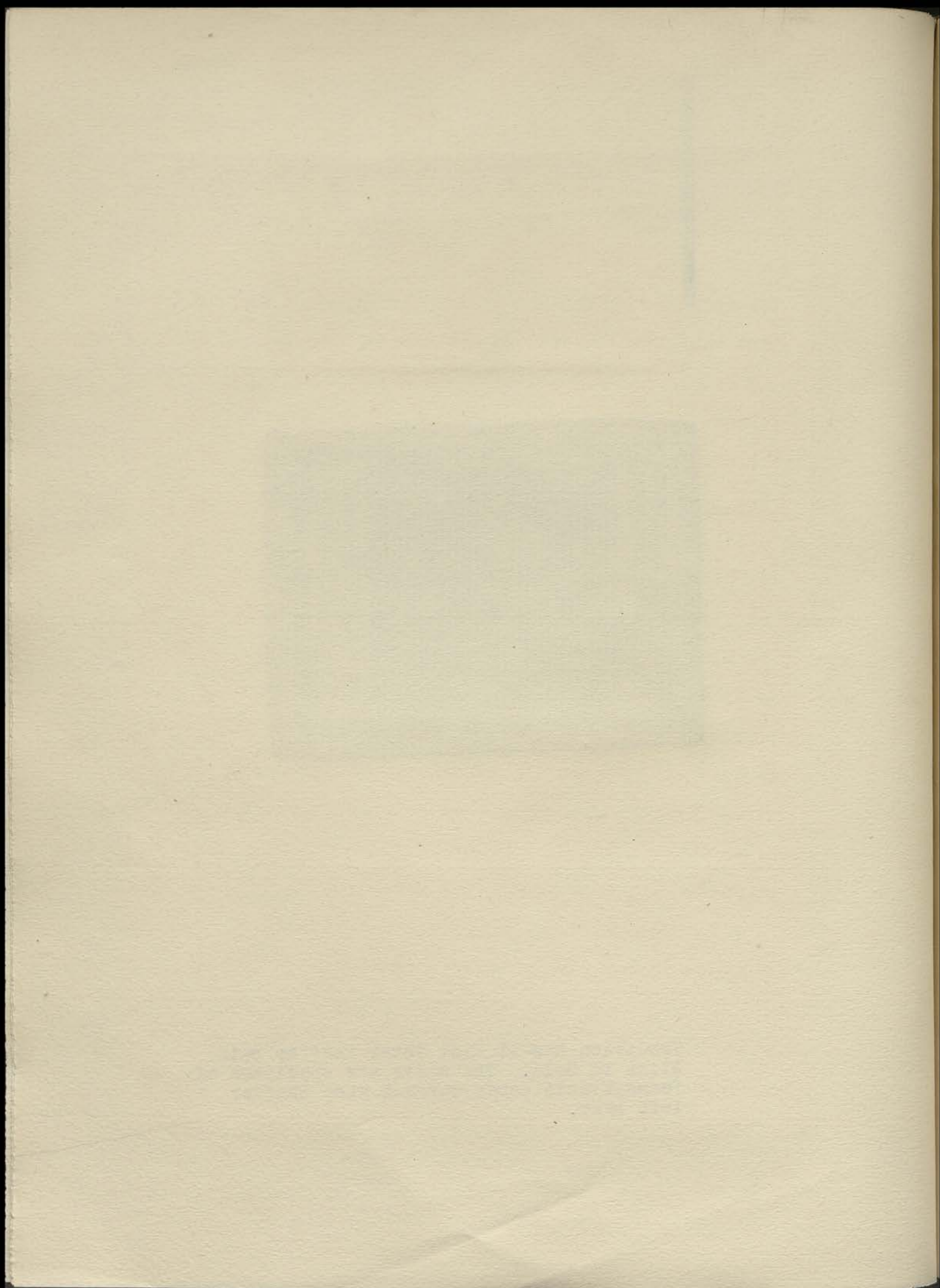
Grave of Mary Allen Crow, one of the daughters of Ebenezer Allen, near Delaware, upper Canada.







Tradition has it that Peter Sheffer paid Allan in Gold. The above are specimens of Pennsylvania paper current when Sheffer left here.



ALLAN'S TITLE TO LAND IN WHEATLAND

The only land which Ebenezer Allan owned in the Town of Wheatland was the four hundred and seventy-two acres later conveyed to Peter Sheffer, which ultimately became the property of Thomas Brown now deceased, and which is now owned in part by Eugene Brown, a son of Thomas Brown and Rubrigal Brown, his wife, There has been considerable misstatement as to the source of Allan's title.

Mr. Slocum states, Page 14, (his numbering) that Allan obtained this title from the Senecas and he was following statements by many other writers. (See "Scottsville and Vicinity" by Hon. S. S. Brown, Vol. III Roch. Hist. Soc., P. 143; "Landmarks of Monroe County", p. 433; "Peck's History of Rochester", and various writings of Admiral Hanford and of others.)

It may well be that Allan had some sort of an agreement with or concession from the Senecas as to his original occupancy of or settlement upon this land. His daughters by a Seneca squaw, under the Indian Law of descent, were considered by the Indians to be members of the Seneca Tribe. Land at what is now Mt. Morris had been set aside for them as tribal members in 1791 is pointed out by Mr. Turpin in his Article. The Indians in their generosity may have made some further provision for their benefit through their father by permitting the latter to settle and plant on the flats near the mouth of Oatka Creek. It may be and the writer thinks it more likely to be that Allan was involved with one of

Lessee Companies and that his claimed right to settle upon and work this land was from that source, and that that fact may be demonstrated if the whole story of the lessee situation ever be written.

The New York State Constitution of 1777 expressly forbade the alienation of Indian lands except with the consent of the State. Allan knew of this constitutional provision as a result of the treaty rights which he obtained for his daughters in the Mt. Morris land. There is no record of any Indian Treaty at which the matter of conveying land to Allan in what is now Wheatland was even discussed. In the Indian Treaty, with Phelps and Gorham, at Buffalo Creek in 1788 there was no reservation of any lands for Allan.

Whatever may have been the relations between Allan and the Indians with reference to this land, prior to the Treaty of Buffalo Creek, in 1788, after that time Allan recognized the Phelps & Gorham ownership and made no claim of any right or interest in this land derived from his dusky in-laws. It was not in his nature to waive or overlook any claim or demand though tenuously held and we can safely assume that from his failure to assert any claim in this instance, that he could find no basis whatever for making the same, and when the time came for Allan to sell to Sheffer, he clearly recognized the white man's ownership.

Attached hereto is a copy of an agreement between Oliver Phelps and Allan, dated September 8, 1789, providing for the purchase by Allan from Phelps of the four hundred seventy-two acres of land later sold to Sheffer. It will be noted, and this

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is significant as will later appear, that the purchase price is not fixed but that the land is to "be appraised according to its "quality as the remaining part of said township is sold, not "taking any advantage of the said Allan's labor" - The latter phrase apparently meant that the improvement of the land by Allan or any buildings placed thereon by him should not be taken into account on the appraisal.

Apparently this agreement was the result of negotiations which had been carried on for some months. (See attached copy of letter from Samuel Street to Phelps, dated August 22, 1789.)

Oliver Phelps, describing himself as residing in Canandaigua, conveyed to Israel Chapin described as of Hatfield, County of Hampshire, Massachusetts, one-half of Township No. 1 West of the River, the deed being dated September 19, 1789, recorded July 8, 1796, in Liber 4 of Deeds, at Page 247 (Ontario) Liber 1, Page 143. (Ontario County records copied in Monroe County Clerk's Office.) This conveyance apparently gave Chapin an undivided one-half interest in the Township.

By an undated instrument attached to the original agreement between Phelps and Allan, Chapin agreed to carry out Phelps' agreement to convey to Allan. (See copy thereof attached.)

This last instrument recites that Chapin "has this day purchased of Oliver Phelps one-half of Townsh number one", etc., and inasmuch as this purchase was probably on September 19, 1789, the date of the Chapin deed, this purchase by Chapin and this agreement by him to carry out with Allan apparently took place just eleven days after the agreement of purchase by Allan.

Then in this chain of title appears the most extraordinary fact. Allan, without any legal or record title whatever, conveys the four hundred seventy-two acres to Peter Sheffer, by deed dated November 23, 1789 (less than a month after the Chapin deed) and Sheffer pays him five hundred fifty pounds "current money of N.Y.", and to further confuse the situation and to excite one's wonder and astonishment, Israel Chapin, the real and record owner of the property conveyed, witnesses the deed.

It was not until September 16, 1790 that Chapin by deed dated that day conveyed the four hundred seventy-two acres to Allan. That deed was recorded in Ontario County Clerk's Office on November 9, 1793 in Liber 2 of Deeds, at Page 93, and is to be found in Ontario County records copied in Monroe, Liber 1, Page 46.

William F. Peck in his "Landmarks of Monroe County", Page 53, claims that there was simply a mistake in the date of the second deed, that is, the deed from Chapin to Allan. That in that deed the year should have been 1789 instead of 1790. He is clearly in error in this respect. This situation is not explained by any possible mistake in date. Attached hereto is a copy of an entry in Phelps & Gorham's account book which shows that the transfer to Allan took place on the date of the deed, September 16, 1790. There was no mistake in the date of either deed.

The whole matter, like many of the real estate transactions of the time, is shrouded in mystery and uncertainty.

Why would Sheffer take a deed from Allan who had no right to give it? Why would Chapin act as a witness to that deed when he better than anyone else knew that Allan had no right to give it?

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Sheffer knew full well of the Phelps & Gorham title for on his way up from Pennsylvania, he had stopped at Bloomfield and there made two purchases of land for his daughters, one of William Bacon of Sheffield, Berkshire County, Massachusetts, Lots 36, 51 and 52, in Township No. 10 4th Range, containing 300 acres each, the deed being dated July 29, 1789, recorded September 15, 1789, Liber 1, Page 36 (Ontario) the consideration, 150 pounds current money of Pennsylvania, and the other of John Fellows of Sheffield, County of Berkshire, Massachusetts, being Lot 50, Township No. 10, 4th Range, containing 300 acres, the deed dated July 29, 1789, recorded September 15, 1789, in Liber 1, Page 38, (Ontario), the consideration being 50 pounds, Pennsylvania currency.

William Bacon and John Fellows, the grantors in these two deeds, were members of a Company of Massachusetts men who in 1789 purchased from Phelps & Gorham a large tract of land in what is now Bloomfield and which formerly comprised the Township called East Bloomfield.

Having had these transactions, Sheffer certainly would know that Allan, in order to give title, must have title through Phelps & Gorham. There is a tradition in the Sheffer family that Sheffer was familiar with Allan's unsavory reputation and thoroughly distrusted him. As a matter of fact that tradition, in spite of statements by historians, is that Allan did not stay with Sheffer during the winter of 1789 but remained in the home only one night. Mrs. Munson, one of the descendants of Peter Sheffer, has told me that that night, Allan thoroughly disgusted her ancestor by roasting

and eating some sort of a snake, which delicacy Peter refused to partake of, although urged to do so by Allan.

The probable explanation of this deed situation is this. Sheffer's purchase included not only the four hundred seventy-two acres of land but apparently personal property, such as stock, tools, etc. Sheffer was especially impressed by the condition of the live stock. The land had probably not yet been appraised as provided in the Phelps' agreement. There were no other retail sales of land in the Township with which a comparison could be made, and in some way, Sheffer was protected from the failure of Chapin to deed and Allan to pay. The consideration expressed in the later deed from Chapin to Allan was 200 pounds, current money of Massachusetts, and it well may be that part of the purchase price was withheld by Sheffer or deposited in escrow pending the appraisal and settlement between Chapin and Allan, and that when the appraisal was completed, Chapin received the consideration for his deed and executed the same. It is true that the Chapin deed ran to Allan and not to Sheffer, as it might well have but this is unimportant for under the circumstances a court of equity, if the question had been presented to it, would have held that Allan had conveyed to Sheffer the title which he then had and that which he later acquired from Chapin.

The description in the deed from Allan to Sheffer and which is substantially the same description in the other deeds with reference to the four hundred seventy-two acres is as follows:

One certain tract of land lying upon Geneseo River in the County of Ontario and State of New York being bounded as follows:-Beginning at the mouth of Allan's Creek so-called, thence following the windings of said creek westerly till it make three quarters of a mile upon a due west course, thence running due north until it intersects the north line of Township Number One upon the west side of Geneseo River aforesaid, thence following said line to the east to Geneseo River, thence following the courses of said River to first mentioned bound, containing four hundred seventy two acres more or less.

The westerly line in this description is still to be found in the present Village of Scottsville. It is shown on the Plat of the Village of Scottsville, Number 29 in Monroe County Plat Book of 1924 as running north and south through the center of Grove Street, down to the Pennsylvania Railroad and across that to the Creek. It is the east line of Spencer W. Stamm's property and is also the east line of properties which front on Rochester Street, up to and including the McGuire property.

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The University of the State of New York Manuscripts and History
NEW YORK STATE LIBRARY
James I. Wyer, Director

Section
Edna L. Jacobsen
Head of Section

Albany, N.Y. 14 November 1935

Mr. M. B. Turpin
Rush Rhees Library
University of Rochester
Rochester, New York

My dear Mr. Turpin:

I am enclosing typewritten transcripts of two items from the Phelps Papers relating to a land transaction between Oliver Phelps and Ebenezer Allan. It seems to pertain to more than 100 acres, however, so that I am not sure that it is the tract to which you have reference. I have not been able to find any deed which Allan actually received for it.

If you have further questions in this connection, do not hesitate to write me again and I will try to be helpful.

Sincerely yours,

Edna L. Jacobsen (Signed)

Edna L. Jacobsen
Head, Mss and History Section

ELJ:S
Encs.

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The College of Business Administration
The College of Education
The College of Engineering
The College of Health Sciences
The College of Law
The College of Medicine
The College of Nursing
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THE COLLEGE OF VETERINARY MEDICINE
THE COLLEGE OF WRITING AND COMMUNICATIONS

8th Sept. 1789

This agreement made and executed this 8th. Day September 1789--between Oliver Phelps of Canandaigua in the County of Ontario State of New York Esq^r on the one part and Ebenezer Allan of the County and State aforesaid Gentle- on the other part Witnesseth that the said Phelps on his part doth covenant and agree that the said Allan shall have the following described piece of Land lying in the North east corner of Township Number One west of the Genesee River in the County of Ontario State of New York, beginning at the Genesee River at the mouth of a Creek called Allans Creek to run westwardly three quarters of a mile on said Creek from thence northerly on a straight line till it strikes the north line of said Township The above described piece of Land to be appraised according to its quality as the remaining part of said Township is sold not taking any advantage of the said Allans labor -- the said Allan on his part doth covenant and engage to take the above mentioned Land at whatever it shall be appraised to be worth the said Phelps on his part further agrees to make and execute a good and Sufficient Deed of the aforesaid piece of Land whenever it shall be appraised and Security given for the Sum -- In witness whereof &c

Tho. Beazer

E. Allan

John Call

O Phelps

THE JOURNAL OF THE AMERICAN MEDICAL ASSOCIATION

PUBLISHED WEEKLY

CHICAGO, ILL., MAY 1, 1914

Vol. 11, No. 19

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PUBLISHED WEEKLY

CHICAGO, ILL., MAY 1, 1914

Know all men by these presents that whereas I have this day purchased of Oliver Phelps one half of Townsh Number One west of the Genesee River in which Township is contained the within described Land -- I do hereby bind my self Heirs and assigns that I will fulfill the within agreement made by the said Phelps within mentioned Ebenezer Allen -- and on his complying with the conditions therein mentioned I will give him a good and Sufficient Deed of the within described lands --

Israel Chapin

There is a very large number of people who are

very much interested in the subject of the

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Phelps Papers, Misc. vol. 118, Account Book of
Phelps and Gorham Purchase, p. 71.

Township no. 1 in the 1st Range West of Genessee River in an
A/C with the same.

Dr.

....

1790
Sept. 16

To a conveyance from Is. Chapin to Eben^r Allen
Beginning at the Genessee River at the mouth of
Allen's Creek to run westerly $3/4$ mile on said
... thence northerly on a strait line until
it strikes the N. line of the town--
This tract situated in the N.E. corner of the
Town-- containing 472 acres.

THE JOURNAL OF THE
ROYAL ANTHROPOLOGICAL INSTITUTE

VOL. 1. PART 1. 1871.

CONTENTS.

THE JOURNAL OF THE
ROYAL ANTHROPOLOGICAL INSTITUTE
VOL. 1. PART 1. 1871.

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Written Memorandum of Agreement 14th Novr. 1788 between
Wm. Walker, agent for Gorham Phelps & Co., and Benjamin Allen of
Providence, Allen to have T.13 R.1. at 1/8 N.Y. money, time and
mode of payment referred to Gorham, Phelps and Livingston, the
committee of the Company.

Signed by William Walker and Benjn. Allen, witnessed by
Timothy Whitney, Joseph Chaplin.

On the back of the above is the following:

Geneva June 24, 1789.

This may certify that I agree to give up the within
contract from this date.

Benj. Allen.

Agreement 22d Novr. 1788 b. William Walker, Agt., &c.
and Benjamin Allen of Providence, Allen to have a house
lot No. 38 in town plot laid out at Canandaigua Lake on
paymt. of \$55 N.Y. money by July next and likewise build on
said lot a decent dwelling house by the same time.

Signed by Wm. Walker and Benjn. Allen. Witnessed by
John Grace, Caleb Walker.

Endorsed on back as follows:-

Geneva June 24 1789.

This may certify that I agree to give up the written
contract for a house lot &c from this date.

Benjn. Allen.

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Memorandum of an Agreement made and concluded the nineteenth day of November in the year of our Lord one thousand seven hundred and eighty-eight, between William Walker and Caleb Benton, agents for Messrs. Gorham Phelps and Company of the one part, and Ebenezer Lindley of Morris Town in the County of Morros in the State of New Jersey, Esqr. and Benjamin Allen of Providence in the State of Rhode Island, Gentlemen, of the other part, Witnesseth, that the said Benton and Walker in their capacity doth agree that the said Lindley and Allen shall have three fourth parts of the south side of a Township of land to be laid out on the west side of the Genesee River in the south east corner of the purchase made by said Gorham and Phelps of the natives in June last on the said west side, to be laid out in such a manner as shall be found most convenient for the general allotment of said purchase, the three fourth parts to be taken off by a parallel line with the south line of said Township, for which the said Lindley and Allen are to pay one shilling and ten pence lawful money of Massachusetts pr. acre, the time and mode of payment to be referred to Messrs. Gorham, Phelps and Livingston, a committee of said Company, always reserving to the said Company one half of all mines and minerals which have or hereafter may be found in said land with the privilege of digging and transporting them off and the said Lindley and Allen doth agree that they will take the said three fourths part of said Township at the above mentioned price and settle with the said Committee relative to the same by the first day of April next.

Witness our hands interchangeably signed the date first
above written.

Witnesses present

John Grace. (Greere ?)
Frederick Saxton.

William Walker
Caleb Benton.
Eleazr. Lindley.
Benjn. Allen.

The following two endorsements on back of above:

Suffield Jan'y 19, 1789. We agree that the first payments
shall be divided in such a manner that one sixth of the purchase
money be paid the first of April next, one sixth the first of
October, one third in April 1790 and the remaining third in April,
1791.

Nathl. Gorham for himself and O. Phelps.

Geneva June 24th, 1789.

This may certify that we agree to give up the within
contract for said Town.

Benjn. Allen.
Eleazr. Lindley.

11th Nov 1914. (Continued from p. 10)

11th Nov 1914.

11th Nov 1914.

11th Nov 1914.
11th Nov 1914.
11th Nov 1914.
11th Nov 1914.

11th Nov 1914.
11th Nov 1914.

11th Nov 1914. (Continued from p. 10)

11th Nov 1914. (Continued from p. 10)

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11th Nov 1914. (Continued from p. 10)

11th Nov 1914.

11th Nov 1914. (Continued from p. 10)

11th Nov 1914.

11th Nov 1914. (Continued from p. 10)

11th Nov 1914.

11th Nov 1914.
11th Nov 1914.

New York March 4th 1789. - - -

This may certify that Col. Lindsley and Capt. Allen have bargained with Col. Walker agent for Messrs. Gorham and Phelps for one Township in the Genesee Country, and that they are to have the refusal of the said Township at the price agreed upon with said agent, during this spring and the next summer.

Nathaniel Gorham for himself and
Oliver Phelps.

Geneva June 24 1789.

This may certify that we agree to give up the within contract from this date.

Benjn Allen.
Eleazr. Lindsley

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Genesee 22d Aug. 1789.

Dr. Sir

I have not Cross'd the River to Mr. Allens mills, but have made enquiry and do not find as there is any Intervale or extraordinary Land near where it stands, and as it will, in some measure, draw the attention of settlers in that quarter and open the way for extending the settlement as soon as further purchase is made from the natives, I do not apprehend that the Comp'y will loose anything by allowing him a Hundred acres adjoining the Mills. Mr. Allen has been at a great expense in digging and plowing his Race-way, and his demand for his former expectation at the place he lives were by no means extravagant, all those matters considered I hope you will acquies in opinion with me.

I should have Cross'd to the mills but the Millwrights were gone up to the harvest, and no Canoe to be found at the Landing.

I am

with respect

Dr Sir

Your Most Ob'd
Hon. Servant
Sam'l Street.

Oliver Phelps Esq'r.

(Copy from original owned by University of Rochester
Vail Collection)

At my mills Septembour 23th.1790.

Dear Sir

I thank you for your generous friendship and candor while you was in this country and wish to have it in my power to make you sensible how much I am your humble servant and shall wait on you next January.

A few days after you left this place my brother arrived here in order to settle in this country so I beg that you would be so good as to return the notes to me again and not to give them out of your hands by no means - and in so doing you much oblige Sir your sincere

friend

E. Allan.

Jud'g Phelps.

(The original of the above letter is in the files of the Ontario Historical Society at Canandaigua, N.Y.)

THE [illegible] OF [illegible]

BY [illegible]

IN [illegible]

AND [illegible]

THE [illegible] OF [illegible]

AND [illegible]

THE [illegible] OF [illegible]

AND [illegible]

THE [illegible] OF [illegible]

AND [illegible]

THE [illegible] OF [illegible]

AND [illegible]

THE [illegible] OF [illegible]

AND [illegible]

THE [illegible] OF [illegible]

AND [illegible]

Clearing Maligned Name Of Indian Allan Is Hobby Enough For Morley Turpin

Morley Beebe Turpin, sole survivor of that galaxy of writers who back in 1884 contributed to William Peck's semi-centennial History of Rochester, for many years past as his daily task in the city engineer's office has compiled and preserved documents and records relating to Rochester streets and public works.

When he quits work for the day, he seeks rest and recreation by looking up more records and documents which have a bearing on the early village days and the period ushered in by Ebenezer Allan, the first miller of the Genesee.

Others may fish, play golf, pitch horseshoes, row a boat or ride the trolley cars, but Mr. Turpin on his holidays and through his Summer vacations runs down clues to documents which purport to throw light on the mysterious enterprises of Ebenezer better known as Indian Allan, first tenant of the 100-acre tract out of which grew Rochester.

"I have spent a great deal of time in study of the Allan episode in our history," said Mr. Turpin. "I am not sure that he was the bad man of the Genesee that has been painted for us. In fact it may turn out that this much maligned man was a patriot and rendered invaluable service to Washington's forces against Indians here in present Western New York.

"I get all the relaxation I need when I concentrate on this man of mystery, and if I succeed in clearing up just a few more obscure points in Allan's career, I believe I will have available a true picture of the man who certainly was a wonder in the first days of the white man along the Genesee and was a powerful land operator across the Canadian border as well as in Michigan.

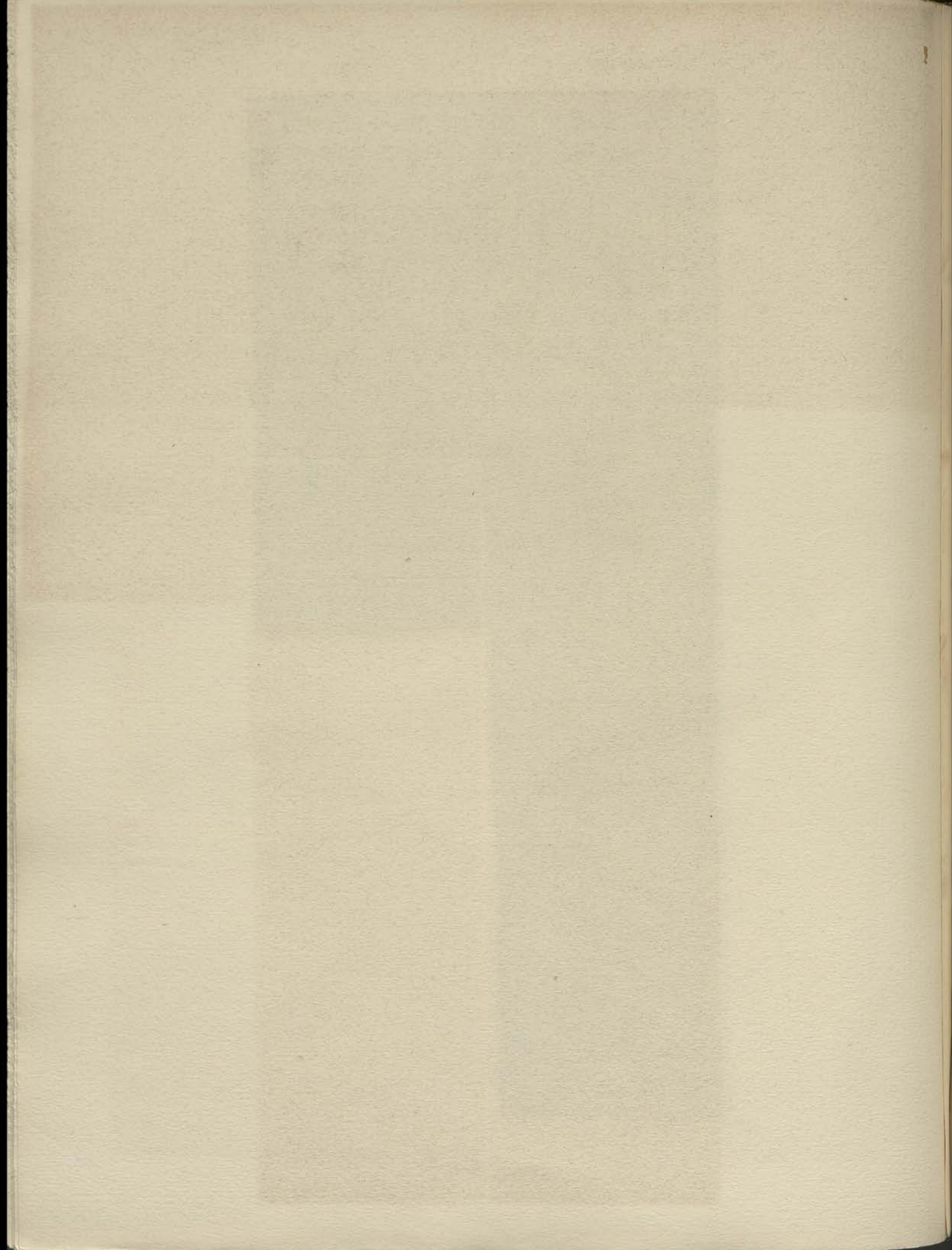
"Once Allan is set right, and the old stories of his alleged crimes and debaucheries are proved to be false, I will have received a kick out of the accomplishment that doesn't come from stalking deer, hooking a trout or whacking a golf ball.

"The hunting game is good but the best phase of it is the hunt for historic accuracy and the glee in killing a false tale that blackens a pioneer's character through succeeding ages."

Research His Hobby



Morley Beebe Turpin



Specimen of Secret Writing Turns Up in Letter Written in 1823 by Seneca Allan, Son of Old 'Indian' Allan, Earliest Rochesterian

I AM OBLIGED TO YOU FOR INFORMING
 ME MR L'S SITUATION AND SHALL CALCULATE
 ACCORDINGLY BUT WISH YOU TO ASK
 HIM THE SITUATION OF MY BUSINESS
 AS IF I KNEW NOTHING OF IT

Cryptogram, in a letter written by a son of "Indian" Allan more than a century ago, with the interpretation written in below the characters after it was deciphered a few days ago.

Used Cryptogram To Give Friend Private Message on Business Affair

By FRED B. ROBINSON
Librarian, The Democrat and Chronicle

Students of cryptograms will be interested in one that is part of a document in possession of Morley B. Turpin of the city engineer's office, uncovered by him in his persistent search for new material about Ebenezer Allan, otherwise known as "Indian" Allan, who built the first mill in Rochester, and was actively identified with the settlement and affairs of the earlier years of this community and region.

Written by 'Indian' Allan's Son

The document is a letter written by Seneca Allan, son of "Indian" Allan, under date of Dec. 13, 1823, from Perrysburg, Ohio, and refers to the death of Lucy Chapman Allan, "my kind and indulgent mother." The letter had not seen the light of day for many years, perhaps half a century, until it was brought out by a friend of Mr. Turpin who knew of his efforts to get together facts about Allan not hitherto available.

Mr. Turpin has learned much about Ebenezer Allan's character that seems to absolve him from many of the slurs of tradition, and contradicts several assertions in historical accounts of Rochester and the Genesee Country.

A copy of the cryptogram appears herewith, and has been decoded in free translation by the librarian of The Democrat and Chronicle, as follows:

I am obliged to you for informing me Mr. L's situation and shall calculate accordingly but wish you to ask him the situation of my business as if I knew nothing of it.

Readers May Help

Readers of this newspaper who may decode the cryptogram differently are asked to send in their conception of the solution, addressing Librarian, The Democrat and Chronicle.

This is a substitution cipher; that is, it entails the substitution of an arbitrary sign or character for each letter of the alphabet. It is based on what is known as the frequency system, which means the frequency with which each letter of the alphabet appears in a given number of words. For example, the letter "e" is most frequently used in the English language; and in the solution of a cipher, the one who is solving it goes on the theory that the character most frequently employed represents the letter "e," and so on.

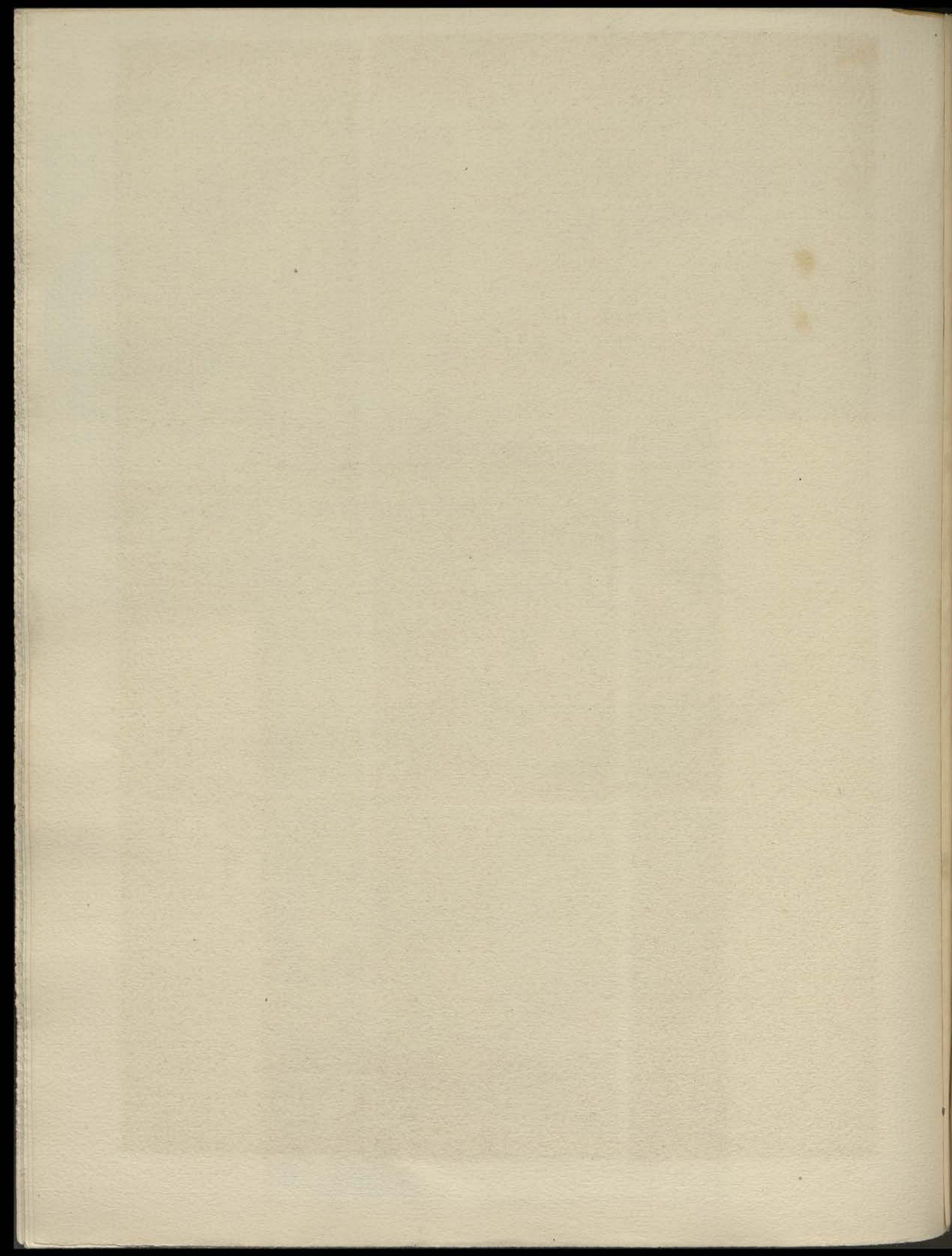
Sometimes, and it appears that Mr. Allan did so in this case, one arbitrary character is made to stand for more than one letter of the alphabet, thus increasing the difficulty of solving the cipher. In this piece of writing, it seems that Mr. Allan used the same character to represent "m" and "n," and perhaps "a" and "e." And there are indications that he either used the same method in representing several other letters, or that he erred slightly in setting down his characters.

Order of Frequency

In the order of frequency usually accepted, the letters of the alphabet are listed as they are found on the keyboard of a linotype typesetting machine; that is, e-t-a-o-i-n-s-h-r-d-l-u-c-m-f-w-y-p, and so on. After a few letters of a cryptogram are ascertained, it is not difficult to fill in the others to make sense, check them against the known words already deciphered, and so read the hidden message.

Some authorities maintain that "a" is more frequently used than

"t" in the English language, and there is a similar difference of opinion as to the frequency of "o" and "i," and "n" and "s." But these differences of opinion are no obstacle to the solution of a cipher containing a given number of letters, as the student, by decoding the smaller words first, soon obtains his key to the letters used in the longer ones; and, as the sense of the message begins to emerge from obscurity, the difficulty of solution progressively becomes less.



NEW LIGHT ON EBENEZER ALLEN'S LAND TRANSACTIONS IN VALLEY WHEN MOUNT MORRIS WAS YOUNG

Morley Bebee Turpin of Rochester Writes Valuable Historical
Article for The Picket Line Post & Mount
Morris Union. *P. 2, 1st Mt. M. U.
Aug. 26/32*

The following article, which was written by Morley Bebee Turpin of Rochester, after an exhaustive search of ancient records, is one of the most interesting historical sketches this paper has had the privilege of presenting in a long time. Many of our readers have heard something about Ebenezer Allen, but it is safe to venture that none of them have ever suspected that he played such an important part in the early development of Mount Morris and other sections of the Genesee Valley as the following article shows.

Without further introductory we start Mr. Turpin's sketch:

Ebenezer Allen and the Mount Morris Tract.

"No single transaction entered into by Ebenezer Allen during the twelve more or less hectic years he was a resident in the Genesee Country has aroused more speculation than has that relating to the Mount Morris Tract, so called. In this particular transaction posterity has accused Allen of having swindled the two daughters of a Seneca Indian woman who lived with him, of their rightful ownership to a tract of land given to them by the Seneca Indians at Newton (Elmira) in July, 1791. This tract, containing more than 10,000 acres of land, was granted to Mary and Chloe Allen daughters of an Indian woman whose name in English was "Sally" and Ebenezer Allen a full blooded white man. The grant, consisting of sixteen square miles of land, on a part of which the Village of Mount Morris now stands, was made under the direct and critical supervision of Timothy Pickering and a deed for it, dated July 15th, 1791, was duly executed by the Indians in Council and later ratified by Pickering as Commissioner.

"There has never been any question as to the validity of this conveyance, it was carefully drawn and in such a manner as would prevent Allen from disposing of it. According to Indian Tribal law Mary and Chloe Allen were full blooded Seneca Indians so that the grant to them can not in any way be construed as alienation but merely as a transfer of Indian lands from one group of Indians to others of the same race. The land granted was just as truly Indian land as was any other Indian land in the whole Genesee Country and as this transfer to the two Allen girls did not in any way violate the Constitution of the Commonwealth or any Federal law then in force the transaction was merely a division of Indian lands amongst the Indians themselves. It is charged that shortly after the deed was

given to Mary and Chloe Allen that Ebenezer Allen took it to Philadelphia and sold the tract to Robert Morris. This he could not legally do and there is absolutely no recorded evidence that he ever sold a single acre of his daughters' land, as it was deeded to them at Newtown in 1791, and the charge that he actually did so might well undergo drastic revision.

"At the time the deed was given Allen was forty-seven years of age and was living on the tract in question. For a number of years he had operated a trading post on Demons Run and was seemingly prosperous. Here was his home and here was located his only means of getting a livelihood. He had sold his farm on the Genesee River, at Allen's Creek, to Sheffer. His mills at the falls were a commercial failure so that his only means of support was the pioneer trading post on Allen's Hills and his agricultural interests at the same place.

"In Allen's eventful career the years from 1791 to 1794 were quiet ones and there is but little record of his doings for this period. His daughters were in peaceful possession of a large tract of land for which Allen could collect whatever rentals might accrue and he could at least attempt to wrest a living from his wilderness farm and primitive store and do it on land to a part of which he had a life interest.

"The whole question of Allen's activities in relation to land grants at Mount Morris seems to have been misunderstood but recent research indicates that he does not deserve all of the harsh criticism that posterity has bestowed on him and that he did not, willfully or otherwise, defraud his children of any of their vested rights in the Mount Morris Tract. A careful and lengthy search among musty and almost forgotten records has brought to light certain facts that are highly instructive and shed a flood of light on what actually happened long before July,

young Seneca Indian girls.

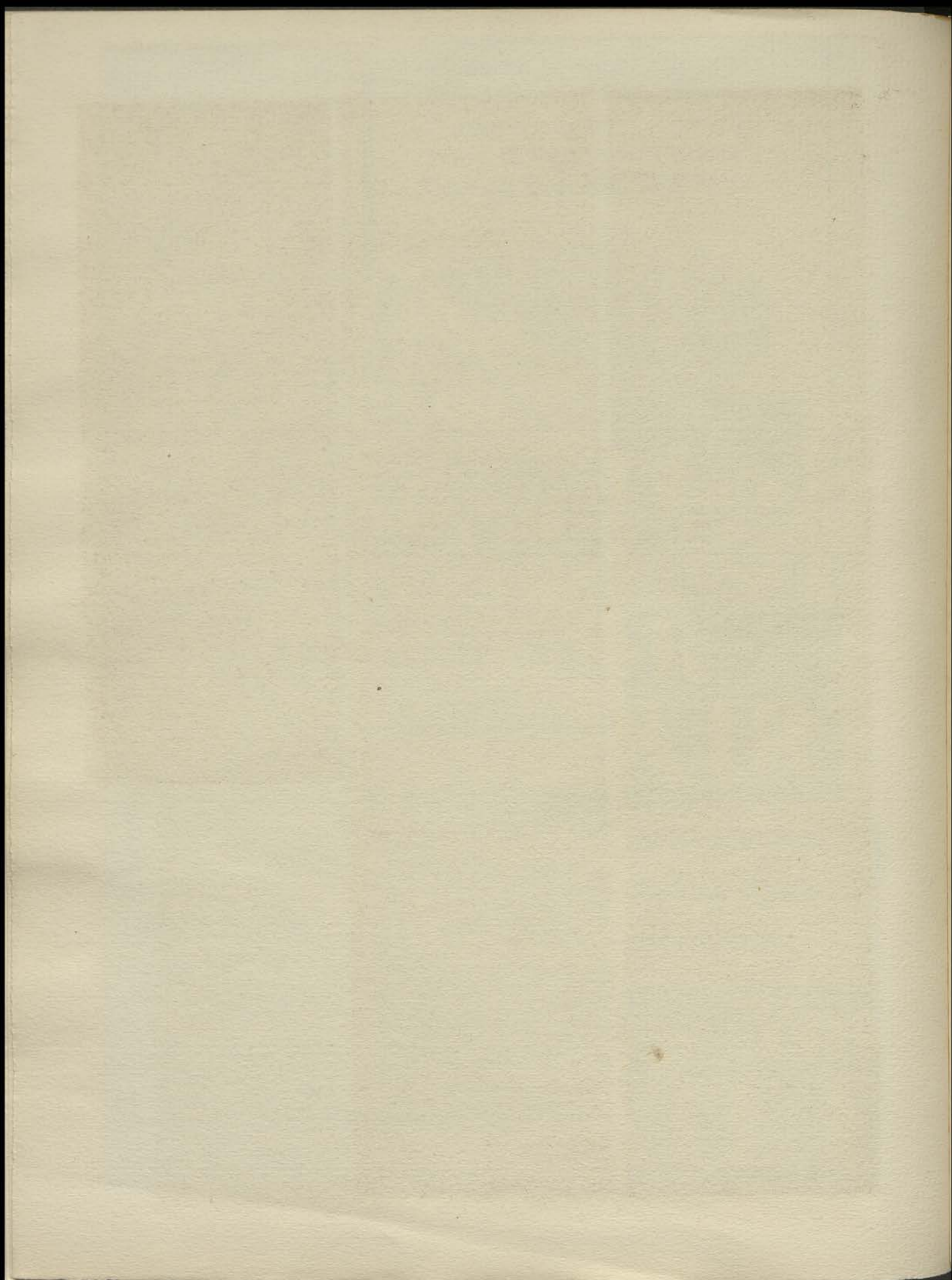
"About a year before the above deed was given, to be exact in August, 1791, certain Chiefs of the Seneca Nation made complaint to the Canadian Government that 'one Allen was alienating lands that had been deeded to him in trust for his children by a woman of their Nation.' As this complaint was made some time before the execution of the deed of 1791 the question naturally arises as to the exact meaning of this complaint, to what lands did it refer. Certainly not to the lands as conveyed to Mary and Chloe Allen at Newtown in 1791. This particular deed was, as before stated, very carefully drawn and executed and under its provisions the land conveyed could not be alienated by Allen although he might dispose of whatever improvements he had made.

"In the life of Mary Jemison by Seaver, published in 1824, an entire chapter is devoted to Ebenezer Allen and his doings. In this chapter mention is made of a deed to Allen that was so 'artfully contrived' that he (Allen) could apply it to his own use and by alienating his right destroy the claim of his children. This statement could not by any manner of means refer to the conveyance made to the Allen girls of the four mile square tract, as duly recorded at Canandaigua, and later included in the lands sold by the Indians to Robert Morris at the Treaty of Big Tree held at Genesee in 1797.

"In October, 1787, William Johnson, an interpreter in the Canadian Indian Department, made in part the following statement: 'The Senecas, Onondagas and Cayugas have lately given one Allen a Township on the Genesee River for his two children he had by an Indian woman for which he was to give the Indians sixty bushels of Indian corn annually, the deed to be left with Col. Butler until Allen had complied with his agreement.'

"A continued search among ancient documents yielded an amplification of the foregoing statement by Johnson that clarifies the situation considerably. It was revealed that the Indian complaint was justly made and that Allen was attempting to sell certain lands. Not the land, however, as conveyed to Allen's daughters at Newtown, but land held by virtue of another and earlier deed made by the Indians direct to Allen but intended to be in trust for the two Indian daughters of Sally. It proposed to convey to Allen a much larger tract, six miles square, in fact it was to be a whole Township as mentioned by Johnson in his statement as above given. This deed, the existence of which seems never to have been suspected, was undoubtedly the one mentioned by the 'White Woman' as having been 'artfully contrived.'

"The reason for the granting of this tract appears to have been due to the fact that the daughters of Sally were the neices and heirs of an Indian Chief generally known as



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Capt. Bull who was killed at Oriskany shortly after the beginning of the Revolutionary conflict. This Capt. Bull conducted Col. Johnson to Canada in 1775. Later he led the warriors of the Five Nations at St. John's where he was badly wounded. The next year he met General S. Ledger at Oriskany and was killed in action.

"Immediately upon receiving the Indian complaint in August, 1799, an investigation was begun and it was found that some time previously the Indians had given to Allen a large tract of land on condition that he should not alienate it nor use it for any other purpose than the maintenance of his children. Before making the transfer the Indians had consulted with Col. Butler of Niagara as to the propriety of the transaction and he advised them to do it as he saw no impropriety in giving to Allen this mark of their favor as he had been a zealous and deserving subject of the King's and had suffered in his property by the Indians. They also sought the advice of William Johnson and Timothy Murphy, both employed in the Canadian Indian Department, and their opinion coincided with Col. Butler's. In this connection it is interesting to note that Allen paid Johnson and Murphy five hundred dollars each for their services in relation to the grant.

"A visit was made to Allen and it was learned that he actually was disposing of certain lands, that on their expostulating with him on his conduct his only answer was 'that he cared very little for their complaints as Col. Butler was equally interested with him in the tract.'

"If Allen sold or attempted to sell any land to Robert Morris it was all or part of the six mile tract given to him before the four mile tract was conveyed to Mary and Chloe Allen.

"In May, 1791, Morris obtained from the State of Massachusetts the pre-emptive right to all of the land west of the Genesee River, except what had been sold to Phelps and Gorham so that at the time of the first Allen grant Morris had no claim that would in any way affect Allen's claim. Of course, Allen's claim was defective but all that was necessary for him to do was to present his deed to someone competent, have it ratified and so make his title to thirty-six square miles of land perfectly valid. It seems to be fair to assume that Allen did sell all or part of his grant to Morris with the understanding that he would, when opportunity offered, take his deed to the proper authorities, have it duly approved and so make whatever sale he had made to Morris legal under such State and Federal laws as would apply. The assumption that Allen sold his holdings to Morris seems to be indicated in a letter from John Graves Simcoe to the Rt. Hon. Lord Dorchester. This letter is, in part, as follows: 'Allen sold lands given to his children to Morris. Morris paid him a sum of money. I have before me a deed in

which Morris promises to obtain for Allen a third of a hundred thousand acres indefinitely located in any part of the territory of the United States.'

"If Allen sold to Morris all of his claim about twenty-three thousand acres, for a consideration equal to the value of thirty-three thousand acres it would seem to be quite consistent with Allen's reputed shrewdness. As before stated Allen's title was imperfect but on at least two occasions he attempted to have it perfected, once at Philadelphia in Dec., 1790, and again at Newtown in July, 1791.

"At Philadelphia during a public conference Allen informed Timothy Pickering that the Chiefs of the Seneca Nation had given him a deed for a tract of land six miles square on the Genesee River and desired Pickering to certify the acknowledgment of it by the Chiefs in Public Council. This Pickering declined to do saying that he did not consider the present to be such a public treaty as was within the meaning of the late law of the United States regulating intercourse with the Indians. He also stated that he suspected that the deed was craftily obtained and without a reasonable consideration.

"At Newtown in July, 1791, Allen made a second attempt to have his deed ratified, this time to the Chiefs of the Seneca Nation in full Council with Pickering present as Commissioner. At this time Pickering was fully conversant with the terms of Allen's grant, having noted down the various conditions as explained to him by the Chiefs in private council. The Farmers Brother, who was present, spoke in favor of the assignment and said that Col. Butler had told him that the deed ought to be ratified. When the Farmers Brother had finished speaking Pickering took the deed and explained to the Council its full significance, told them that it conveyed to Allen's children four times as much land as would fall to the share of any other person in the Seneca Nation. He recited the several conditions on which the grant was to be made, only two of which were mentioned in the deed, and those not duly set forth, in a word that the deed was not properly drawn. Farmers Brother again took the deed and said he was glad to get hold of it as it was quite beside their intention. The Council then refused to take any further action in the matter although they expressed a desire to do what was fair towards Allen. Notwithstanding this determination they did, on the next day, grant to Allen's children a smaller tract, four miles square, it being a part of the six mile tract as originally given to Ebenezer Allen. At this time Allen offered to make Ogden and Morris a reasonable compensation for their pre-emptive right to the land conveyed to his children.

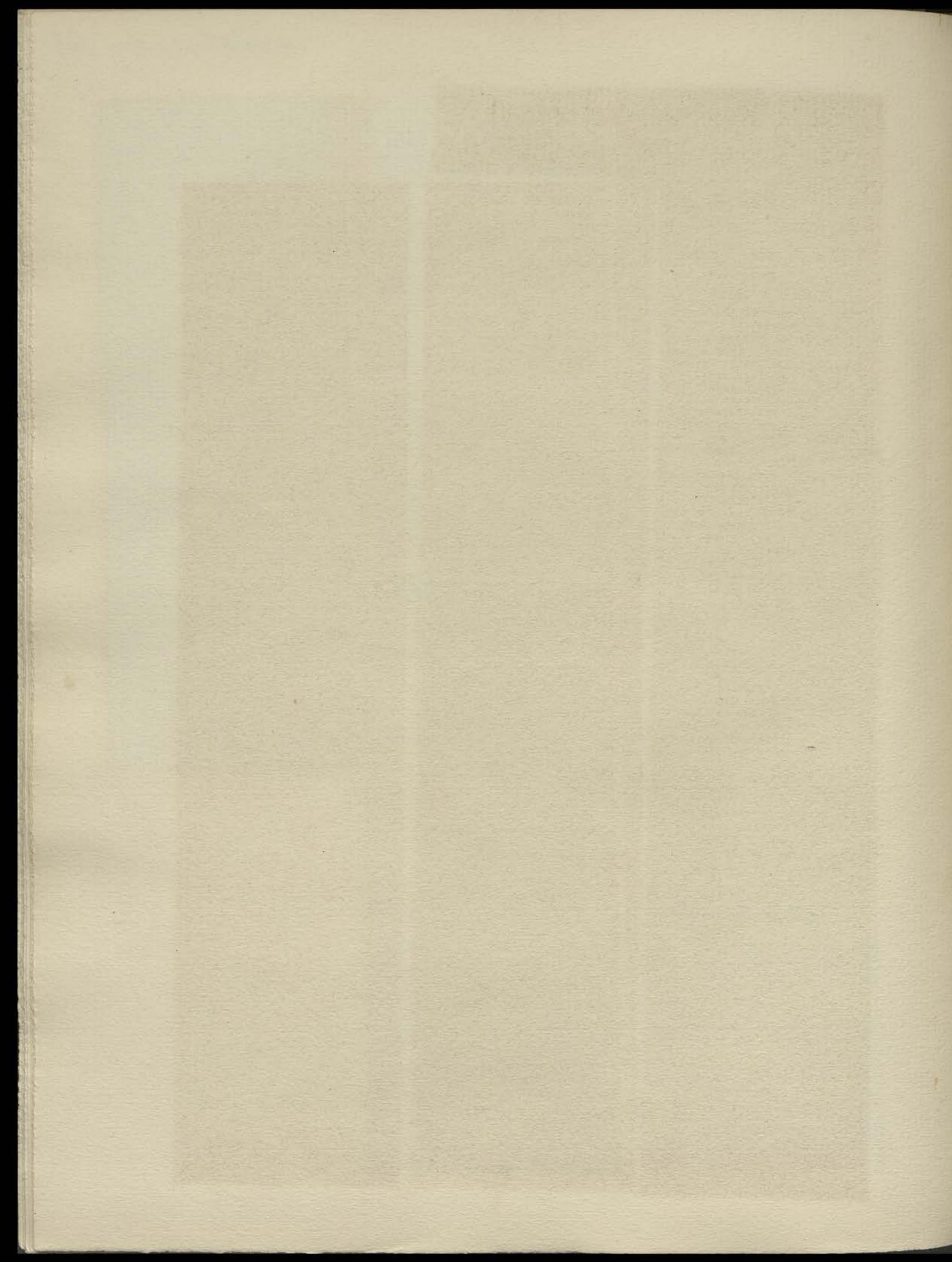
"Allen's attempts to have his first deed ratified were failures but he

did succeed in obtaining from the Indians, in full Council, a properly executed deed for the smaller tract. To this tract Morris apparently believed that he had some claim and maybe he had, but it would appear that Allen's daughters were the sole and lawful owners and not in any way obligated to make good any claims that Morris may have had against Ebenezer Allen under his original and illegal grant.

"At the Big Tree Treaty in Sept., 1797, when Morris extinguished the Indian title to the lands covered by his pre-emptive rights, the land, granted to Allen's daughters in July, 1791, was included in the sale then made to Morris by the Indians. Allen's daughters, who were present, protested but without avail and it is generally believed that they were treated in an unjust and imperious manner.

"Allen's original deed may have been craftily contrived and under its provisions Allen might have been able to deprive his daughters of their rights but under the provisions of the second deed he certainly was not able to do so and if Mary and Chloe Allen were swindled out of their rights to the Mount Morris Tract the blame must be laid at the door of certain 'imperious land jobbers' and, in all fairness, not charged against Ebenezer Allen.

"In view of the foregoing may we not, after nearly a century and a half, regard Ebenezer Allen and his land transactions at Mount Morris with a little less harshness than has hitherto been possible. He was a product of his times and his times were harsh and relentless. As the first pioneer merchant at Mount Morris, Allen's place in history is secure and in the Genesee Country as a whole his far reaching importance will be more fully recognized as time goes forward."



Heart of Rochester Mortgaged By 'Indian' Allan to John Butler

Records of Odd Deal Dug
From Ancient Documents
By Morley B. Turpin

By JOSEPH R. MALONE

When Ebenezer "Indian" Allan, first settler in what later became Rochester, was overtaken by a depression in 1790, he gave a mortgage on his properties to Col. John Butler, leader of Tory and Indian troops in the Revolutionary war.

This mortgage, whose existence appears not to have been suspected by the numerous historians of the Genesee Country, and which hitherto has not been mentioned in any historical source, was brought to light with a great deal of other historical data hitherto unrevealed, by Morley B. Turpin of the city engineering forces.

It was the first mortgage to be recorded from the Genesee Country and it was rather an astonishing fact to Mr. Turpin that its existence appears not to have been suspected by historians.

Believes Allan Was No Ruffian

Through his studies of Genesee Country history, Mr. Turpin is attempting to prove that Allan was not the uncouth backwoods libertine and murderer that certain historians have pictured him, but a keen, energetic businesslike fellow, well-read for his day and the progenitor of a respectable and respected tribe. It was in connection with these studies that Mr. Turpin came upon a mention of the mortgage given by Allan, and recognizing the historical importance of the matter, he went to Niagara Falls, Ontario, to view old records in Canadian archives.

There he dug up a copy of the mortgage, and, tracing it back to this section, he found that it had been copied, some time in the past, and the copy duly filed at Canandaigua with the county clerk, at a time when Canandaigua was county seat of all the section, east of the river.

Butler, who took the mortgage on Allan's property, was well known in New York State history, but his immediate connection with the Genesee Valley was not understood until Mr. Turpin brought to light the mortgage. He led Butler's Rangers and was the father of the notorious Walter Butler, killed on West Canada Creek near Utica finally, when his sins found him out. The mortgage is dated at Nassau, Canada, and there is little doubt in Mr. Turpin's mind that Nassau and Niagara-on-the-lake are identical villages.

Allan, it will be recalled, was the first white settler in this section. He entered into an agreement with Phelps and Gorham, title owners

to a vast tract of Western New York, including the Genesee Valley, to build mills at the falls of the Genesee, one grist and one saw, in return for the outright title to 100 acres of land bordering on his mill sites. Allan did build the mills, as he had contracted to do, and the 100 acres was turned over to him.

Reason for Mortgage Unknown

Just why it became necessary for him to give a mortgage on his newly-acquired 100 acres does not appear, any more than it is made apparent on records available just how it was that Butler lent the comparatively enormous sum of 634 pounds on the wild and undeveloped territory. To be sure, they were New York State pounds, and their value may have been low at that time; but it appears from a second section of the mortgage that Allan and Butler had had previous financial dealings, and the mortgage was to take care of those also.

"N. B.," the mortgage concludes, "Whenever this mortgage is fulfilled, then a certain bond which I hold of Ebenezer Allan, bearing the date the 16th day of April, One Thousand, Seven Hundred and Ninety, for 394 pounds, eight shillings and nine pence. New York cure, then that bond shall be void and of no effect."

The mortgage was drawn at Nassau on Aug. 8, 1790, and was witnessed by W. B. Sheehan and Augustus Jones. The 100 acres against which the mortgage was given comprised what is now the most valuable property in Rochester. Its boundaries roughly were set by what is now Clarissa Street, on the west, the river on the east, Mumford Street on the north and Troup Street on the south.

"Know all men by these presents," begins the mortgage in that legal jargon which has been carried down to the present day, "that I, Ebenezer Allan, of the Genesee country in the State of New York, farmer, for and in consideration of six hundred and thirty-four pounds, eight shillings and ten pence, lawful money of New York, to me in hand paid by John Butler, Esq're, of the District of Nassau in the Province of Quebec, the receipt whereof I, the said Ebenezer Allan, doth hereby acknowledge and oblige myself to pay to the said John Butler Esq're on or before the first day of July, 1793."

Mysterious Footnote

The better to secure to the said John Butler Esq're the payment of the 634 pounds, the mortgage goes, on, Allan, "for myself, my heirs, executors, administrators or assigns do hereby specially and particularly bind, affect, mortgage and hypothecate for the payment

herein mentioned as being actually my own property and in my own possession and occupation a certain set of mills: viz., one saw and one grist mill, known by the name of Allan's Mills, on the Upper Genesee Falls, with one hundred acres of land at the same place."

And so on, with the mortgage proper concluding:

"In witness whereof, I have hereunto set my hand and seal, at Nassau, the seventeenth day of July in the thirtieth year of the reign of our sovereign, Lord George the Third, and in the year of our Lord, 1790."

But there is a foot note of mysterious import which reads:

"N. B. Whenever this mortgage is fulfilled, then a certain bond which I hold on Ebenezer Allan, bearing the date the sixteenth day of April, One Thousand, Seven Hundred and Ninety, for Three Hundred and Ninety-four Pounds, Eight Shillings and Nine Pence New York Cure, then that Bond shall be void and of no effect."

Peter Ball, justice of the peace "for the County of Nassau in the Province of Quebec," affixed his seal and Walter Butler Sheehan and Augustus Jones were witnesses, and the whole document, says Justice of the Peace Ball, was "sworn on the Holy Evangelists before me the day and date above."

Canandaigua Record

The Canandaigua record of the mortgage follows:

"Ontario County S. S.—Be it remembered that on the sixteenth day of June in the year of our Lord 1792, personally appeared before me, Timothy Hosmer, one of the judges of the Court of Common Pleas for the said County of Ontario, W. B. Sheehan who being duly sworn deposeth and said that he saw the within mentioned Ebenezer Allan sign, seal and deliver the within indenture of bargain and sale as and for his free and voluntary act and deed to and the uses and purposes in the same expressed, and that he, this deponent, together with Augustus Jones, subscribed their names as witnesses to the said indenture, in the presence of each other and I having perused the said indenture and finding therein no material erasures or interlineations but such as are noted to have been made previous to the execution thereof do allow the same to be recorded.

"TIMOTHY HOSMER,
J. C. C. P."

Nathaniel Gorham, a clerk, certified that the true copy was filed, on that 16th day of June, 1792.

Allan sold his property and mills to Benjamin Barton, Barton sold to Samuel Ogden and Ogden sold to Charles Williamson. The last-named in turn sold to Rochester, Carroll and Fitzgugh; and they,

of course, laid out the beginnings of Rochester. Mr. Turpin could find no further record of the mortgage in these transfers, so it is probable it was discharged. Titles to property included in the old One Hundred Acre Tract of Allan's generally date back to the days of Rochester, Carroll and Fitzugh.

Mr. Turpin also brought to light a number of other hitherto unrevealed documents showing that Seneca Allan, a son of "Indian" Allan, set up a claim to dower rights of his mother, who, before her marriage to Allan, was Lucy Chapman. Seneca Allan, a man of substance in Ohio, wrote 41 letters to Barton attempting to establish his mother's dower rights in the Allan properties, but he was unsuccessful. Mr. Turpin has obtained copies of many of these letters.

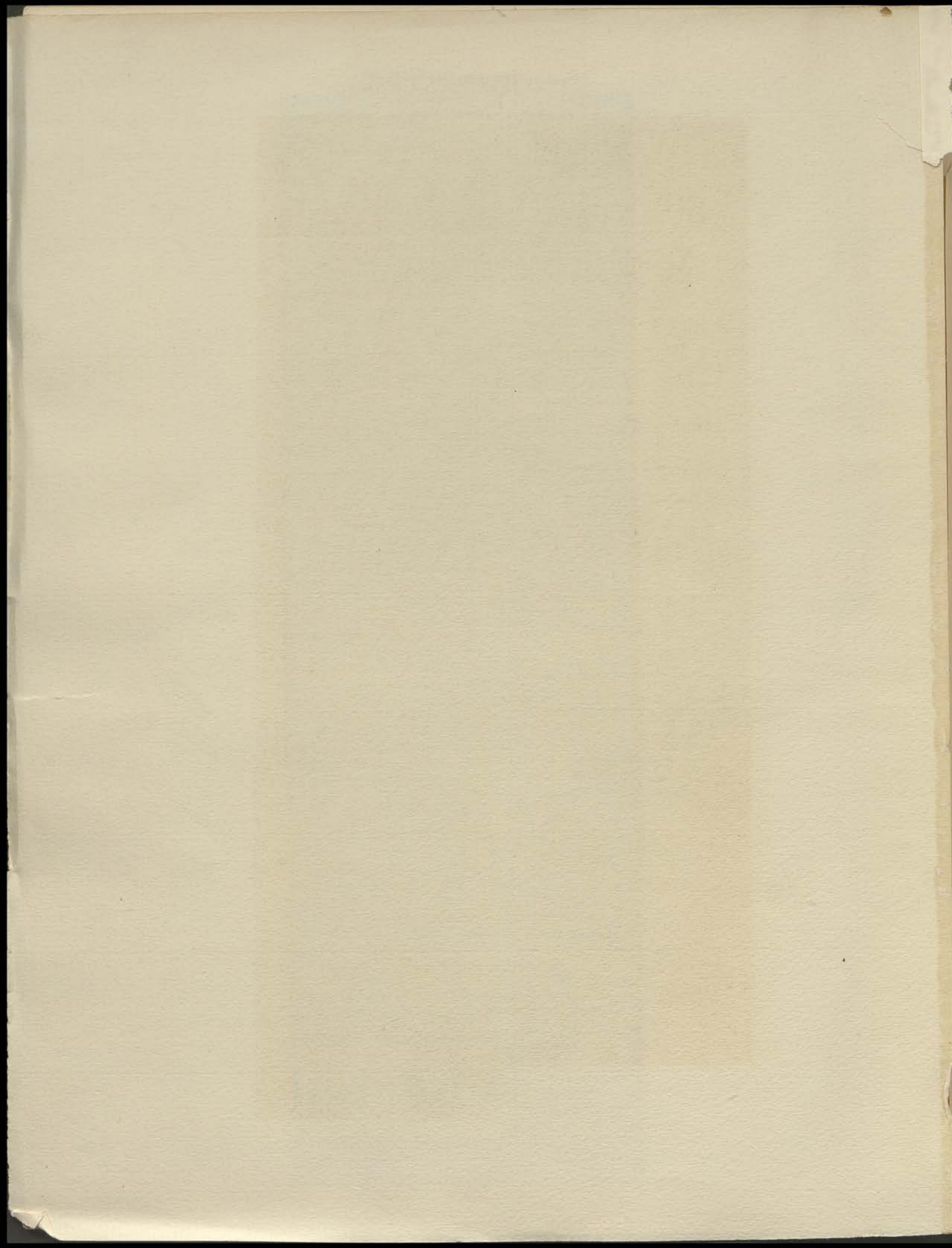
Mon Rep.
May 1936.
Our First Citizen

"HE WAS ALWAYS honorable, kind and even generous to me," wrote Mary Jemison of Rochester's first settler, Ebenezer Allan; "but the history of his life is a tissue of crimes and baseness of the blackest dye. I have often heard him relate his inglorious feats, and confess crimes, the rehearsal of which made my blood colder, as much accustomed as I was to hear of bloody and barbarous deeds."

"Indian" Allan (he was not an Indian, nor was he part-Indian) was an egocentric neurotic who hated civilization and wanted to live where he could rule inferiors like a despot. "Something we may never know had embittered and poisoned him," writes Jenny Marsh Parker. Tall, straight, light, mild and gentlemanly, he could be brutal, fiendish and savage. He beat to death a boy he had sent for a bucket of water for playing on the way. He had one of his many wives thrown into the Genesee (she survived and returned to him).

In 1788 Oliver Phelps, after making the Phelps and Gorham purchase of which we have told, gave Indian Allan 100 acres as a bonus for building mills to grind corn and saw boards for the white settlers. The saw-mill and grist-mill, erected close to the river in what is now near the center of downtown Rochester between Graves and Aqueduct streets, were the first buildings put up in Monroe County. They were built in 1789, the year of the French Revolution and the year in which George Washington was inaugurated for his first term as President of the United States. Allan and his family, our oldest family, were the first residents of Rochester.

Indian Allan, says William F. Peck, "had the distinction, and probably enjoyed it, of being, on the whole, the wickedest man who ever lived in this region." Out of "sheer depravity," he fought the Indians against the colonists in the Revolutionary War. Once he entered a house with a party of Indians. "The man sprang up to defend his family, but Allan killed him with a single blow, cut off his head, threw it into the bed where the wife lay, then seized the baby from her arms and swung it by the legs against the door until its brains were dashed out." This touching story is from the pen of Historian Peck, and next week we shall conclude our story of this charming fellow, Rochester's first citizen, first business man and brave pioneer, as scoundrelly a villain as ever appeared in a Wild West movie.



SCOTTSVILLE HOME HIT BY \$7,000 BLAZE

Volunteers Rush Antiques
to Safety, City Firemen
Run to Landmark's Aid

AARON BURR ONCE THERE

House Built in 1779 Once
Called Red Jacket Tea
Room After Indian Chief

Fire of unknown origin late yesterday afternoon destroyed the kitchen and woodshed and badly damaged the south wing of the Brown homestead, formerly the Red Jacket Tea Room, at Scottsville. Loss was estimated at \$7,000.

The old house, a landmark of the Genesee Valley, rich in historical lore of 150 years and stocked with valuable antique furniture, was threatened with destruction as the flames totally destroyed the adjoining kitchen and woodshed and burned into the old and solid timbers of the south end of the structure.

Volunteers Save Antiques

Only the prompt work of the Scottsville Volunteer Fire Department under Chief Charles Green, with the efficient aid of the crew of Pumper 21 of Rochester, is believed to have saved the entire building from destruction.

News that the historical landmark was on fire spread rapidly throughout the Town of Scottsville and several hundred volunteers, both men and women, ran to the scene.

Despite the dense smoke that nearly suffocated those entering the dwelling, practically all of the antiques and paintings, including two grand pianos and rare, early American furniture, were carried to safety by citizens of the town.

Girl, 15, Finds Fire

So great was the interest displayed by residents of Scottsville over the danger threatening the old landmark and its valuable furniture, that, after the fire was extinguished, all of the volunteer workers remained to carry back into the house the furniture and antiques that they had carefully deposited in nearby fields.

The house, a two and one-half story structure whose squat solidity easily indicates its age and apparent permanence, is owned by Eugene D. Brown. Mr. Brown's father purchased the dwelling before the Civil War and it has been the Brown homestead since that time.

The blaze was discovered late yesterday afternoon by Mr. Brown's daughter, Barbara, 15, who smelled smoke when she went into the house and left Mr. and Mrs. Brown on the large porch. Investigation revealed the kitchen and woodshed in flames.

House Erected in 1779

Volunteers of the Scottsville Fire Department responded but found the blaze beyond their control and threatening to engulf the structure. A call was sent to Rochester and Pumper 21 of Genesee Street made a fast run through Sunday traffic in Scottsville Road to reach the scene. A short time after their arrival the fire was under control.

The old homestead is said to be the oldest clapboard house west of the Genesee River and was built by Peter Schafer in 1779. It remained in the possession of the Schafer family until purchased by Mr. Brown's grandfather.

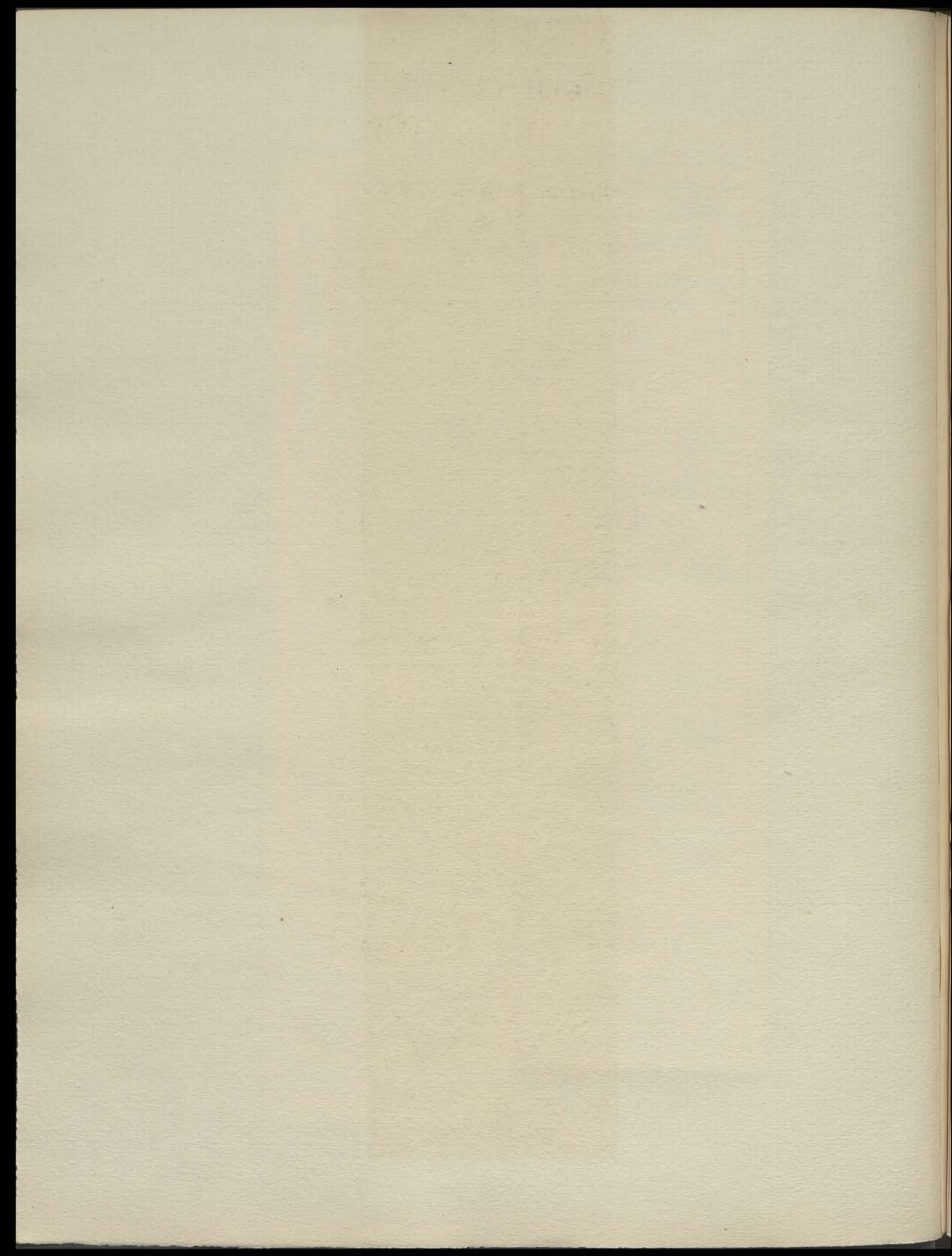
Although conducted as a tea room for two years, it is not operated as such this year and again is a private residence. The name, Red Jacket Tea Room, was considered most appropriate as the great Seneca Indian chief, Red Jacket, ruled the valley in the days of the Six Nations.

Aaron Burr Once There

Of the three original portrait paintings made of the famed Indian chieftain and which are still in existence, one is in the possession of the Brown family. It was one of the first antiques to be carried out by the volunteer workers yesterday.

The house is also famed because of the fact that Aaron Burr, an American Revolutionary leader, once spent a night there. Nearby stands one of the oldest barns in the Genesee Valley.

Hundreds of motorists were attracted to the scene of the blaze although the house is off the main road and Deputy Sheriffs Collins, Trickey and Williams held back the crowd and kept traffic moving.



SCOTTSVILLE'S OLD TAVERN STILL IN USE

Historic Hostelry Run by
Peter Sheffer 125
Years Ago.

NOW IS A TEA ROOM

PORTRAIT OF INDIAN ORATOR, RED JACKET, ONE OF ITS ATTRACTIVE.

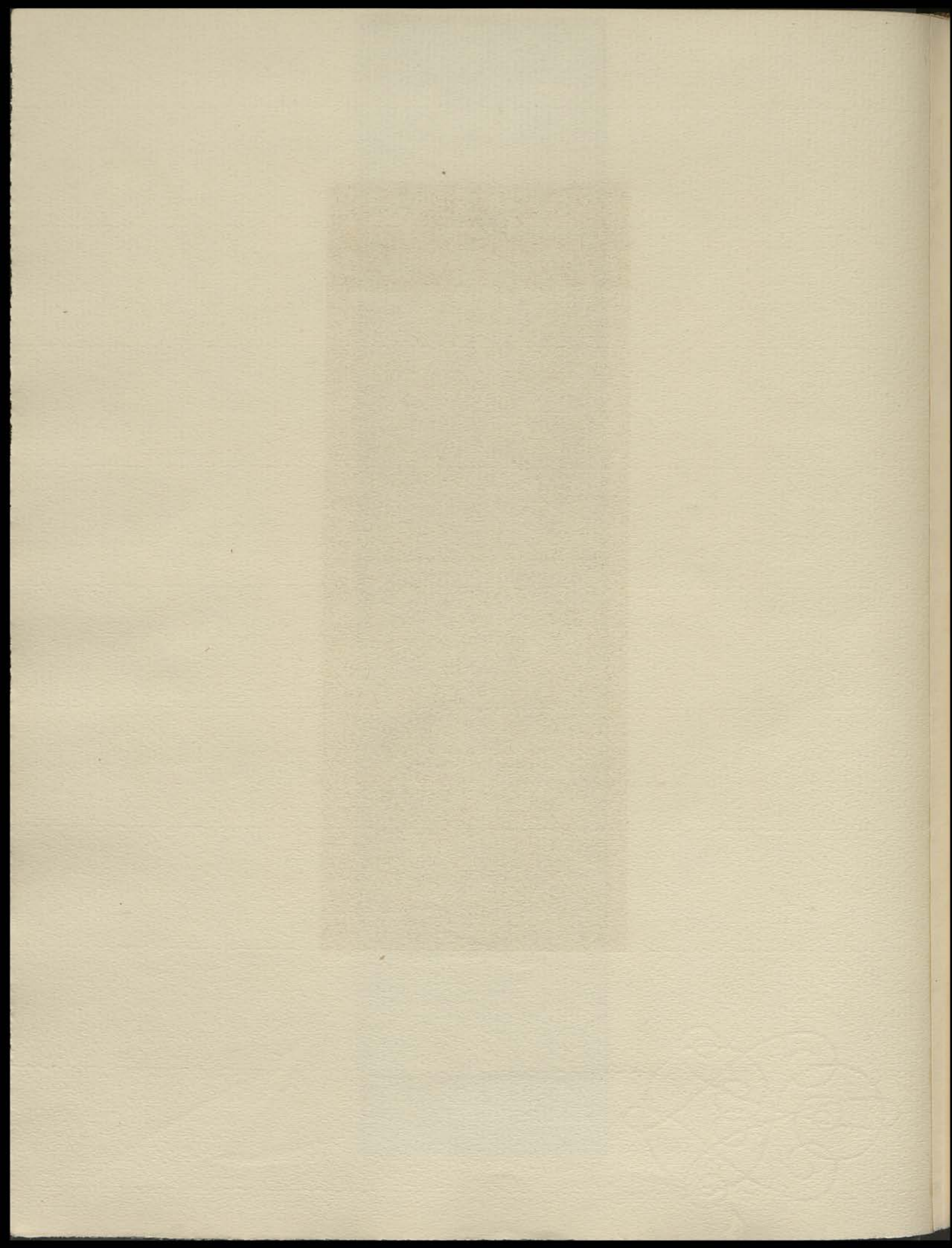
Scottsville, July 14.—In the romance of days long forgotten, there is one who for his high intellectual powers and his glowing oratory is well remembered by the people in the vicinity of Scottsville. Red Jacket, as he was called, was a Seneca chief whose "eloquence was the glory of his people" and whose stirring words led them wisely when gathered around their council fires until his fame spread far and wide in the wild, unsettled valley of the Genesee.

Once, when someone asked about his deeds of war, which Red Jacket well knew were not among his virtues, he quickly replied, "I am orator: I was born an orator." But Red Jacket was not born an orator. Like others more renowned, he acquired his eloquence by long hours of study and diligent practice in the depths of the virgin forest, often on returning home being reproved by his mother for his long absence.

A Notable Character.

The dark clouds of the Revolution gathered and the Senecas, in spite of the passionate warnings of their chief, joined the British forces. Red Jacket himself, with his fleetness and quick intellect, became such a favorite with the officers that they gave him an embroidered scarlet jacket. Red Jacket was vain and the officers, noting his pleasure, replaced his worn-out coat whenever needed, until his Indian name, Otiteana, every ready, was almost forgotten.

A large oil painting of Red Jacket, made from life by Mr. Mathias, hangs above the fireplace in the home of Mrs. Eugene Brown, owner of the historic place, and the "Last of the Senecas" looks down through the long years on those who pause in their journey, just as travelers stopped at the same house 125 years ago and enjoyed the hospitality of Peter Sheffer, who conducted a tavern in it and who has been described by one of Scottsville's oldest residents as "our first citizen and the one who did the most for our infant settlement." From Mr. Sheffer this historic house passed into the Brown family, with which it has remained through three generations.



Democrat Chronicle

AND ROCHESTER HERALD

SUNDAY, JANUARY 25, 1931

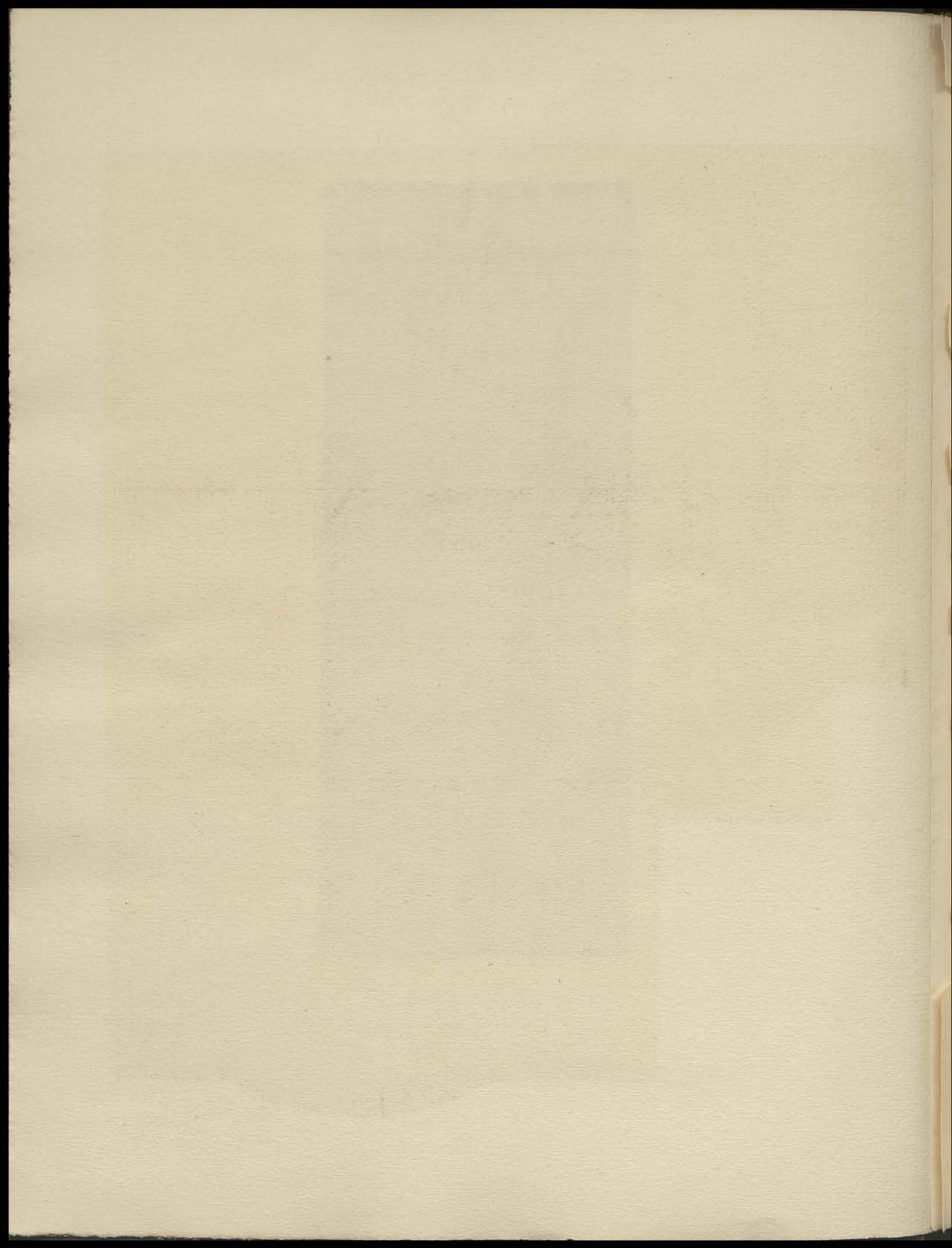
The Real Indian Allan

Romantic indeed is the story unfolded by Morley B. Turpin of this city through his researches into the story of Ebenezer Allan, commonly known to the pioneers of the Genesee Country as Indian Allan. The possibility that there might be another side to the oft-repeated story of the frontier, in which the trader, scout and early settler was pictured as a villain of the deepest dye, has been only hinted until recently. Mr. Turpin seems to have succeeded in his endeavor to tear off the mask of fiction and reveal the real Indian Allan.

In his recent talk before members of the Rochester Historical Society at the Rochester Museum of Arts and Sciences, Mr. Turpin outlined some of the results of his patient investigation, which has covered sources of information in both America and Europe. He has succeeded in discovering the hitherto mysterious sources of the old frontiersman's income and has found the hidden controls by which military commanders in Canada, England and the United States maintained contact with events all along the disputed frontier of the Genesee Country and the upper lakes.

He has also demonstrated by documents that Indian Allan was no mere ruffian, but a man of education, engaged in perilous undertakings in the midst of a region troubled by the conflicting claims and rival ambitions of Yankee, Indian, Tory and Briton.

In unraveling the tangled skein that is the true story of Indian Allan, Mr. Turpin is performing a service of enduring value. His work should throw a bright and revealing light on many dark corners of Western New York history.





Site of the Garrison mill,
 the first ever erected in
 the Genesee Valley in the
 year 1787-87-
 Taken March 24th 1889
 the "Hartford Farm" occupied by
 now owned by E. G. Miner, Jr.



"Elm Place, Mar. 24, 1889" This picture was taken by George H. Harris and given to me by his widow.

Captain John Ganson built the first grist mill in the Genesee Country. Its site is on the Makrham farm in the Town of Avon, east of the River near what is now called Horse-Shoe Pond.

(See Doty's History of Livingston Co. 1st. Ed. Page 489-490.)



