

WILLIAM PEACOCK, HOLLAND LAND COMPANY SUBAGENT
IN CHAUTAUQUA COUNTY, NEW YORK

by

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A Thesis
Submitted in Partial Fulfillment
of the Requirements for the Degree of
Master of Arts
Department of History
at the State University College at Fredonia, New York

May, 1983

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ACKNOWLEDGEMENTS

A work of this scope could not have been done in a vacuum by a single person. It required the guidance and support of a number of individuals in various capacities and at different places. Despite many adversities over the years someone always extended a helping hand when it was most needed. Although, I could not possibly name every one I hope it is realized how grateful I am for the assistance received.

I wish to thank several members of institutions and organizations that became participants in the process of my studies and research. Of these, the following Departments of the State University College at Fredonia are of primary importance: Reed Library for giving me the opportunity to complete a second master's degree while working there as a reference librarian; the Office of Sponsored Research for supporting my quest for financial aid and for assisting me with typing and the use of the Text Management System word processor in conjunction with the Computer Center; the Office of the President, particularly for the continued interest of President Dallas K. Beal who recognized a future in the Holland Land Company Research Project, of which the thesis is an integral part.

I further thank the Gebbie Foundation for the grant to assess the Holland Land Company Manuscript Collection in Amsterdam, The Netherlands which made the procurement of vital research material possible; the Municipal Archives of Amsterdam, where the cooperation of the staff made my visit not only fruitful but memorable; the Manuscript Curators at the

Buffalo and Erie County Historical Society, whose services extended much beyond my expectations; the Attendants at the Chautauqua County Historical Society, and elsewhere in the county who were always helpful and most congenial. I shall always remain grateful to the members of the Peacock Landmark Society for their enthusiastic interest in my search for the real William Peacock, whose mysterious heritage they so ceaselessly nurture.

I am most indebted to, and appreciate the sustenance of, a few colleagues and friends who stood by and helped to accomplish the seemingly forever lasting task I stubbornly set for myself. Dr. David E. Meerse, Chairman of the History Department, has given me major support and encouragement, as he believed that my topic "is important research and it should be done." His continuous advice and inspiration provided the necessary incentive to complete the thesis. Dr. Douglas Shepard, Professor of English, helped me to bring forth the chapters in a grammatically coherent structure, sorely needed with my bi-lingual background. Marlene Chizmadia, Secretary of the Office of Sponsored Research, has done a heroic act by mastering the technological peculiarities of the word processor while typing, setting up, and correcting the thesis, time and time again. (Note: some peculiarities, particularly spacing, are unavoidable.) Many hours were spent discussing the evolving theme with Ann M. Fahnestock, a good friend and well-versed in local history.

Lastly, I thank the members of the Thesis Committee; Dr. Edward N. Saveth, Chairman who corrected the thesis; Dr. William Chazanof, Professor Emeritus who suggested the topic and Dr. William T. Hagan for their acceptance of the major portion of the thesis.

Despite all the assistance received the thesis has considerable limitations inherent in the incompleteness of documentation which may have influenced my own perception of issues encountered. Therefore, I am alone responsible for its shortcomings and errors of interpretation of the role William Peacock, Subagent of the Mayville Land Office, played in Chautauqua County, New York.

PREFACE

Land occupied a prominent place in many societies throughout the centuries, but in none more so than in the United States in the period following the American Revolution. The newly acquired public domain when offered for sale helped both the federal and the state governments to refill wartime emptied treasuries. For the settlers the selling of the public lands provided an opportunity for land ownership that led to economic development. The selling of the public domain also offered private speculators a chance to invest their own, and borrowed or even non-existent funds in vast tracts of land to be resold later at high profit. Land sales and the accompanying speculations were often tainted with fraudulent deals and corrupt land office management that caused losses to large groups of participants. However, these public land sales helped settlers move to systematically opened territories, aided town, village and city developments, and brought about an investment market whose circulating funds gave the stagnant national economy new vitality.

Shortly after the American Revolution several European countries offered financial aid to the United States through loans and investments. The Netherlands and some of its investors were among the first of such countries. As land speculation was a lucrative investment in America, six Dutch bankers formed the Holland Land Company and purchased over three million acres of land in western New York. Originally, the Company planned to sell its land in large parcels at good profit but by the time the land transactions were completed the changed economic con-

ditions forced them to sell the land to individual settlers at retail. Thus, the Dutch became intimately involved with the opening of the western New York frontier, and with the development of its settlements.

The Holland Land Company based its market management, that was similar to the selling of the public land, on the principle of leniency in the collection of land payments. This principle eased the currency shortage on the rugged frontier. However, the settlers developed a lax attitude toward their accumulating debts and for years they failed to pay for their lands. In 1835 the Holland Land Company sold its holdings to domestic speculators who demanded payments with severe terms. Panicked at the threat of losing their homesteads, the settlers of Chautauqua County, New York identified the source of their oppression as the land agent, William Peacock. The settlers' fears culminated in a riot, the Mayville Land Office was demolished and some land records were destroyed. Although the Mayville riot was the result of some internal problems this event happened before the abrupt halt of nation-wide land speculation caused by President Andrew Jackson's Specie Circular in 1837, which restricted public land payments in silver or gold.

In the following text the "Introduction," though not an integral part of the thesis, will acquaint the reader with the history of selling public domain by the federal and state governments. It will also highlight the land-selling activities of some land speculators. Parcelling out of the land in New York State then will be explored. From Chapter one through eight the Holland Land Company's role in western New York

will be discussed in some detail, specifically through the management of the Mayville Land Office, where William Peacock, the Subagent, spent twenty-six years. Peacock's contributions toward the improvement of the county, and of the Holland Purchase will also be examined. In this process, it will be shown that not all land agents resorted to unreasonable exploitative measures and dishonest dealings to amass a considerable fortune. Instead Peacock, both a surveyor and a land agent, tried to keep balance between observing Company rules as directed by his demanding superiors, and serving the settlers who were in dire need of support. The reasons for Peacock's failure to keep this balance during the period of settlers' unrest will be presented in a new perspective.

The thesis has three objectives: first, to understand the role of land speculation in early nineteenth century America; second, to survey the activities of the Holland Land Company in western New York and in Chautauqua County; third, to discover as much information as possible about William Peacock, an important figure in the development of the early Chautauqua region. Most of the material utilized is in the form of manuscript correspondence in the Holland Land Company Archives, housed partly in the Buffalo and Erie County Historical Society, and primarily in the Municipal Archives of Amsterdam in The Netherlands. Of great importance was the discovery of some legal, business, and personal documents of William Peacock. Although the material found was not nearly enough to reconstruct Peacock's activities in minute detail, the result hopefully offers a better understanding of the Holland Land Company's activities in Chautauqua County and of the role of William Pea-

cock in the advancement of this community and the entire Holland Purchase.

INTRODUCTION

A SHORT HISTORICAL BACKGROUND OF LAND SALES AND LAND SPECULATION IN AMERICA

The promise of land has filled humanity with life preserving hope since biblical times. In fact the very existence of every day life has depended on the generosity of the soil for "food, fiber, fuel and shelter." Throughout the ages great masses of people migrated in search of free land. The early colonists sought many things in the wilderness of North America. They searched for religious and political freedom, for economic opportunities, and for the ownership of land. ¹

Before the American Revolution the land in the new world was claimed by several European rulers who allocated portions to individuals or to groups by charters as gifts, payments for services, or enterprises that would yield a return. Originally charter policies excluded the sale of land. By the middle of the seventeenth century, when the colonists grew in numbers, the possibility of selling land was incorporated into the charters. The introduction of land sales offered unlimited opportunities for transferring land ownership for profit. This practice soon became widespread in the pre-revolutionary period and numerous land companies were formed strictly for land speculation rather than for the systematic selling of the land for establishing settlements. ²

Post-Revolutionary Period: Selling of the Public Domain

After the American Revolution the colonial grants were annulled by the Continental Congress and the lands became public domain. Most states also ceded their rights to lands outside state boundaries to the federal government, or to other states, sometimes with restrictions. Some states started selling land under their jurisdiction. This redistribution of land brought about several major changes that in certain ways had a negative effect on land speculation at least at the outset. In other ways the changes aided speculation.

The federal government inaugurated an extensive plan to sell much of the surplus public domain to replenish the exhausted government treasury. Specifications for surveying and selling the public property, and identifying its natural resources were laid out in the Land Ordinance that became a law on May 20, 1785. After the 1785 Ordinance Congress tried to negotiate with various Indian tribes for the transfer of title to the land. By the end of 1825 Congress approved sixty-one land treaties of varying importance with the Indians which cleared the settlers' right to the purchased land.³

The government's administrative mechanism for selling public land included a General Land Office with supervision originally assigned to the Treasury. Subordinate land offices were established in distant territories staffed by surveyors, commissioners, and clerks. At the outset the price per acre was set at \$2.00. As cash was a scarce commodity on the frontier, a complex credit system was designed which gave the settlers four to eight years to pay. Shortly after the sales com-

menced, problems developed. Among them were the lack of ethics among the purchasers and land sales administrators; administrative problems inherent in sales techniques; unforeseen events that included natural hazards, the sudden influx of immigrants, settler mobility and squatting, wars and Indian disturbances. ⁴

The problem of ethics has been best explained by Paul Wallace Gates, the prominent twentieth-century land historian:

The chances of making a fortune in wild lands or town lots in the rapidly expanding communities of the West was an allurements difficult to resist... Touched by the fever of land speculation, excited people throughout the country borrowed to the extent of their credit for such investment. Men from all walks of life permitted their dreams to overcome their better judgement. Politicians, bankers, writers, ministers, planters, and poets, everyone, it seemed, who had any resources at all undertook to invest in western land.

Some speculators managed to reap large profits; others lost their real, or non-existent investments. Speculation became an obsession even for those who did not have any money to invest. Many settlers contracted for larger parcels of land than they needed or could use, in order to sell the surplus later for a profit that would enable them to pay up their land purchase debt. These petty speculators were joined by settlers, who held military bounty warrants, earthquake land certificates, and squatter right scrips. All of these special land grants offered a breeding ground for "fraud, villainy and deceit" that worked two ways: it was beneficial to the holders of land grants who sold all or part, and it fattened the purses of the speculators who grabbed them for a song and marketed them for fantastic profits. ⁶

Nor was speculation lacking among the land office administrators. Inadequate services and fraudulent activities began with surveying that was necessary for proper record keeping, though it often retarded selling and induced speculation. Surveying became an extremely profitable business because many land surveyors found a fortune at the end of their measuring chains, when they put their names to the best parcels. While surveying could lead to large profits, lack of surveys led to unbelievable confusion. Gates, in "The Tenants of the Long Cabins," as well as other historians, recorded numerous episodes in which the selling of unsurveyed land caused a "labyrinth of judicial perplexities," and the breaking up of established homesteads. Besides discontent and distress legal ownership of a parcel was often disregarded, or was assigned to more than one settler. This enabled the crafty speculators to collect the price of the land several times, and at the same time it forced many bitter settlers to look for another piece of land for a new homestead. ⁷

In his study of the selling of the public domain, Malcolm J. Rohrbough proved that corruption was widespread among the employees of the land offices, who were the only connection between the purchasers and the government. It was a rare land officer who was not involved in illicit buying and selling land for personal gain. There was no rule against it. Corruption in the land offices reached its zenith during Andrew Jackson's administration. When even the courts were helpless in trying to bring justice in the numerous law cases that were filed by the victims of land speculators. This wildly rampaging speculation was brought to an abrupt halt by President Jackson's Specie Circular of 1837

which specified that land payment for public lands could only be made in gold or silver. Suddenly, hundreds of speculators lost all their investments, and millions of acres of land reverted to the government. "Jackson's order brought down the whole bloated structure which had been erected by unsound banking practices, the deposit of federal funds in the state banks, and the elaborate programs of internal improvements."⁸

The government was well aware of the technical problems that were inherent in the simplistic administrative mechanism of land sales. Many attempts were made to remedy the situation. By 1837 Congress had passed 375 laws affecting the sale of public land. For instance, just to regulate the cash and credit payments and the price of land, on April 24, 1820 Congress passed the Land Law. The Relief Act of March 2, 1821 introduced further amendments to alleviate some burdens of credit purchases. By 1833 ten additional Relief Acts were passed, yet the problems still existed. The administrative machinery was unable to handle the ever increasing sales to thousands of settlers who flocked to the auctions in unexpected numbers. For the settlers "A public land sale ranked with birth, marriage, and death among the most significant events in the life of any frontiersman. Here, in a few seconds, decisions were made that had a lifelong impact on the men who were present. It was invariably a moving and sobering experience."⁹

Circumstantial influences, though they may have been temporary, and were restricted to certain regions or periods, also affected the sales of land. Of these, perhaps the most unavoidable and least controllable were the elements of nature that brought severe frost, drought, floods,

earthquakes, and other calamities to the population. Infectious fevers and other diseases often inflicted large numbers of pioneers. Attacks by and wars with the Indians and the British significantly slowed the development of the settlements. These circumstances also caused considerable mobility on the frontier, thus inhibiting land sales and payments of debt. Constant mobility promoted squatting, a phenomenon as old as the first settlements in the new world. Squatting was popular because many frontiersmen cherished the idea that the land was there for them to take and cultivate for their own benefit. They saw no injustice in natural ownership by those who tilled the soil, as long as there was enough of it left for others. At the same time, the method of selling land and the lenient system of debt collection actually encouraged squatting on the public domain as well as on privately owned tracts. ¹⁰

The parcelling out of the public domain to refill an empty Treasury has become a major theme in the study of American history. Many land historians trace the fundamental problems of land speculation back to government land sales and to the settlers' greed. Marion Clawson described the disposal of public land as "a lusty, brawling, rowdy affair," adding that:

Men with drive, desire for land, ability to cope with the frontier, or with modest capital, sought to improve their economic position for themselves and their families either by getting a farm or by making money in land dealings. There were always some who sought to shove in ahead of others. . . or otherwise beat the rules. Trespass, fraud, speculation, and waste were rampant; but in the process a nation was built.

Post-Revolutionary Private Land Companies

A number of individuals and groups applied for land to the government and to the states soon after the Revolution. Congress tried to avoid selling land to professional land jobbers although it preferred to sell large tracts to moneyed or influential individuals and companies in order to raise funds quickly, and to avoid the burden of dealing in small lots. Congress likewise favored sales to associations that intended to make settlements. This flexibility opened the door to speculative investments, and therefore, to a large degree, "private land speculation grew out of public poverty."¹²

One of the earliest Post-Revolutionary private land companies selling newly purchased public land was the Ohio Company, founded in 1783 by some revolutionary ex-officers. One million acres of land was sold by Congress to the Ohio Associates. In spite of subsequent price reductions of fifty percent from the original purchase price the buyers could not meet their installment payments and, by 1792 the Company failed. Another complex land transaction fiasco was generated between the state of Georgia, the federal government, a few of the most daring hard-core speculators of the era, and some victimized settlers who purchased land from them. In 1789 the South Carolina, Virginia, Tennessee, and Georgia Yazoo companies contracted for more than 25 million acres of land from the legislature of Georgia for approximately \$200,000, triggering a most unprecedented wave of speculation. Eventually, Georgia ceded most of the same territory to the federal government and Congress

made arrangements to ratify all settlers' claims, which lasted until 1815, and it cost four million dollars. ¹³

There were many other companies of various sizes with varying successes in this Post-Revolutionary period. For instance, the North American Land Company, the largest land trust ever known in America, was organized by the financier of the American Revolution, Robert Morris, and two associates, James Greenleaf and John Nicholson. The North American Land Company was to acquire over six million acres of land at fifty cents per acre, payable with funds that never really existed. Although the corporation itself was intricately constructed, its members worked against one another, and eventually their illicit dealings resulted in bankruptcy. ¹⁴

The federal government and the states turned to marketing public land to raise money for public purposes. Profit-seeking individuals pursued land speculation for their private gain. During the formative years of the young Republic selling land provided one of the few opportunities for stock market-style investments. Selling land was profitable, it was much sought for, and there was plenty of it. Like stock market fluctuation, land profiteering had its own phases. During the last decade of the eighteenth century exorbitant gains were realized from the quick turnover of large tracts. By 1800 the wild land mania had subsided considerably as the profit from it diminished. A period of new vitality was ushered in during the post-1812 war years when the credit system made land buying easier. The nation-wide depression of 1819 suppressed land-selling activities temporarily but soon new heights

of speculation rampaged until its peak was reached, bringing it to an abrupt stop in 1837. ¹⁵

Historical Evaluation of Land Speculation

In earlier studies land historians disagreed as to the impact of land speculation. Richard Ely, a pioneer land historian from Ripley, New York, attempted to justify speculation by sorting out its "good" and "bad" results depending on what beneficial services were rendered in the process to society and for its welfare. On the other hand, Benjamin Hibbard and Aaron Sakolski, who worked in the early twentieth century stressed on the negative aspects. Hibbard claimed that it retarded agriculture and settlement, impeded the progress of science, and was detrimental to the ethical and moral standards of the frontiersman. Paul Wallace Gates, early in his career, supported this analysis and argued that it caused an uneven distribution of wealth, created a capitalist class, placed a heavy burden on poor settlers, and induced political corruption.

Gates admitted later that he had "not been blind" to the promotional work of land speculators who provided credit to settlers in the absence of government loans, built up towns, channeled emigration to systematically established communities, promoted the development of transportation and supported internal improvements generally. This insight into the study of land history has been widely propagated by Gates' students. The discovery of various land sale documents and new methods in historical research with the application of sociometry and cliometric have aided modern day historians to arrive at a more realis-

tic and more objective overview of land speculation. Statistical tabulations reveal that speculative losses by some were cancelled out by the gains of others and a relatively small percentage of speculators gained lasting and unusual amounts of wealth. The rest of them earned only a reasonable profit on their investment. Meanwhile, the circulation of available capital served as a fuel to the national economy, and stimulated the development and evolution of business, and the social structure of the frontier in general. ¹⁶

Land Ownership and the Empire State

While Congress and the states were trying to cope with land speculation, New York State had its own problems which were rooted in the early seventeenth century patronship and manorial rights of a few aristocratic families. Among these families were first the Van Rensselaers and later the Livingstons and the Coopers and others, who rented or leased their lands to tenants. Some historians believe that landlordism retarded the growth of freeholder settlements and inhibited the general economic progress of the region. Furthermore, it created dissatisfaction and conflicts between the tenants and the landlords that lasted until the 1840's. During that decade the tenants organized powerful anti-rent movements that destroyed the landlord-tenant systems in eastern New York. These conflicts were studied by David M. Ellis, in LANDLORDS AND FARMERS IN THE HUDSON-MOHAWK REGION, 1790-1850, and by Sung Bok Kim, in LANDLORD AND TENANT IN COLONIAL NEW YORK. On the other

hand, landlordism limited colonial land speculation and prevented large-scale land grabbing in eastern New York (see note 17).

Early crown grants likewise complicated land sales in the Empire State. Crown grant appropriations dated back to 1616, when King James I granted the vast Eastern Territory to the Plymouth Company. A second charter was granted in 1663 by Charles II, who gave his brother, the Duke of York, a large tract between the Connecticut and Delaware Rivers, including much of present New York State, and overlapping the earlier charter. The Duke in turn donated part of his gift to two of his friends, Sir George Carteret and Lord John Berkeley. The Duke kept the New York region, heretofore known as New Netherlands, and renamed it after himself. He appointed Richard Nicolls as deputy governor, thus forming the province of New York. This proprietorship remained in effect until the American Revolution. These overlapping charters later caused territorial disputes between Massachusetts and New York.

During the first part of the eighteenth century the western New York region was owned by France. After the French-British war, it was ceded to England in the Fort Stanwick Treaty of February 10, 1763. After the ratification of the first Constitution on March 1, 1781, it became United States property. The natural right to the land was held by the Indian Six Nations. During cessions between the states and federal government both Massachusetts and New York claimed the right to most of present New York State. In a treaty at Hartford, Connecticut, on December 16, 1786, Massachusetts was given pre-emption right to its claim, the right to sell its land and New York was granted judicial and

government right to the same portion. ¹⁷ This treaty started an unprecedented surge of land speculation in New York, and it also opened the gate to the general westward movement of thousands of settlers during most of the nineteenth century.

The first major Post-Revolutionary enterprise in land speculation was contracted between Oliver Phelps, a revolutionary veteran and experienced speculator, Nathaniel Gorham, a Boston merchant, and Massachusetts, for over six million acres on April 1, 1788. The purchase price of about \$100,000 was payable in the state's consolidated scrip in three annual installments. The Indian title was obtained at the Treaty of Buffalo Creek in July 1788 for approximately one third of the territory lying to the east of the Genesee River. Phelps and Gorham quickly surveyed their tract into six-mile-square townships, and soon sold several large parcels. Over one million acres were purchased by Robert Morris on November 18, 1790. In February 1791 Morris sold this tract with the help of his friend, William Temple Franklin, Benjamin's grandson in England, to Sir William J. Pulteney, one of the greatest landed capitalists in Great Britain, for a handsome profit. However, Phelps and Gorham were unable to sell enough land to meet the first payment installment. Meanwhile, the Massachusetts scrip sharply increased in value, which lessened their chances of paying their debt. That, and the state's contempt for the speculators, resulted in a court order on March 10, 1791, whereby Phelps and Gorham were ordered to return about two-thirds of their originally contracted land to Massachu-

setts. ¹⁸ Thus the first and the largest land speculation concerning western New York ended in bitter disappointment.

In the fall of 1787 a rival group of wealthy New Yorkers under the directorship of John Livingston formed the New York Genesee Land Company. One of their powerful stockholders, Caleb Benton, well known in the Indian trade, procured from the Cayuga, Seneca, and Oneida Indians a 999 year lease for two large tracts that had been part of the Phelps and Gorham provisional purchase. The Constitution of New York did not allow purchases or other land negotiations directly with the Indians. Therefore, after lengthy legislative battles, which included an attempt to create a new state, the speculators' claims were annulled. As compensation for their investment small parcels of land were granted to them by the state legislature. ¹⁹ This second type of land speculation likewise ended in failure.

Robert Morris, greatly encouraged by his fortunate wholesale turnover of his Genesee tract, soon expressed interest in the land that had reverted from Phelps and Gorham to Massachusetts. Massachusetts, equally eager to sell its New York holdings, wasted no time in entering into negotiations with Morris. On March 12, 1791 over 4,000,000 acres were sold to Morris through his agent, Samuel Ogden. The Massachusetts-Morris transactions were made in five separate deeds for ease of payment. Morris retained a portion of the land and sold several smaller tracts to domestic speculators. Meanwhile, his son, Robert, Jr., was negotiating in Holland with some Dutch bankers, who eventually contracted for about 3,300,000 acres in four separate conveyances, dur-

ing 1792 and 1793. Morris' transactions with the Dutch, completed in 1797, became known as the Genesee Purchase or Holland Purchase. ²⁰

Morris' second Genesee land wholesale negotiation was a great success. It prompted him to plunge into several other ventures simultaneously. Eventually, his careless manipulation of credits, numerous loans, and non-existent capital climaxed in his downfall. By 1797 his debt obligations were beyond liquidation. His reckless wholesale land transactions forced the New York Chancery to forbid him to sell any more land, making it even more difficult for Morris to raise funds to repay his debts. The highly profitable Genesee Purchase sale was not enough to save him from debtor's prison which he entered in 1798, and died there in 1806. ²¹

The completion of the Genesee Purchase transaction marked the end of large-scale wholesale land speculation in New York State. During the early nineteenth century numerous small speculators tried their luck at land profiteering but none of them gained large fortunes from it. Many wealthy New Yorkers who were interested in land investment scouted different regions of the fast developing country to fulfill their speculating ambitions. For instance, in the 1830's, of the 131 large tract purchasers in Wisconsin, 35 investors were from the Empire State. ²² The arrival of the nineteenth century marked a shift to retail land sales in western New York, in which the Dutch figured predominantly.

The Dutch, like most prospective wholesale buyers, entered into land speculation purely for profit-making purposes. However, by the time they had completed negotiations for the Genesee Purchase, due to

changing economic conditions land speculation declined and the Dutch could not sell large parcels at tangible profit. Therefore, their vast tract of land was opened for sale at retail to homestead seeking settlers. By this strange destiny, in which they were not alone, the Dutch thus became intimately involved in the frontier development and the shaping of the early settlements in western New York. Meanwhile, they remained interested in wholesale prospects, although for many years they were unable to sell large tracts successfully. The Dutch as absentee foreign land owners faced unique problems when they entered into the arena of American land speculation. Yet in many ways the method of their land selling and the administrative structure of their Company resembled that of the National Land Office. For this reason, their activities can serve as a microcosm of early nineteenth century land office business, and their involvement in the opening of a small segment of the western frontier can be examined as an example of the establishment of settlements in the new republic.

While the land selling activities of the Holland Land Company can serve as a microcosmic example of settlement development in western New York, the establishment of Chautauqua County, where William Peacock opened a land office Subagency in 1810, can be examined as a micro-unit of this early frontier. Subagent Peacock's handling of land sales and his interaction with the settlers can also throw light on land office related problems, and how these problems affected the shaping of the settlements, and the well being of the settlers. Parallel to these inevitably present concerns Subagent Peacock's role as a surveyor and

land agent can be used to prove that there were land office employees who did not actively participate in land speculation through their office. Instead, as Peacock's land office correspondence prove the settlers were supported in their plight to establish homesteads in designated clusters that eventually developed into flourishing municipalities with roads, canals, schools, churches and local governments. In the following chapters of the thesis these intertwining issues will be treated in a chronological sequence.

CHAPTER I

THE HOLLAND LAND COMPANY

Dutch investment in America dates from the late eighteenth century when profiteering merchants were in constant competition with the British. Originally, the Dutch expected to stimulate their domestic economy by producing export goods for America, but, because British merchandise was preferred in the new world, Dutch merchants shifted from commerce to stock jobbing and banking, and started investing in private American enterprises. Although the Continental Congress was in dire need of financial aid to liquidate the inherited national debt, the Dutch did not help the federal government with large scale loans until John Adams visited Amsterdam in 1780 pleading for financial aid to the troubled nation. During the early years, loans to the United States government were not considered safe investments. By 1784, however, some Dutch bankers recognized that the shortage of American capital could become an object of lucrative investments. For instance, the Pieter Stadnitski Banking House risked a substantial loan to Congress which was repaid in 1786. Other Dutch bankers initiated numerous successful investments in the 1780's. In addition, in 1787, Congress sold over six million acres of land to Dutch speculators who organized the Compagnie de Scioto to sell the land in Europe to immigrants, who were grossly misled by false promises. As a result of these increasing investments, by the end of the decade a large share of loans to the United States was in Dutch hands.

Most of the investment activities were carried out initially by individual bankers or by the corporate efforts of four Amsterdam banking houses. The Club of Four consisted of Pieter Stadnitski and Son, Nicholas and Jacob van Staphorst, Ten Cate and Vollenhoven, and the P & C van Eeghen firms. In 1789 they commissioned an entrepreneur, Theophile Cazenove, a protege of Stadnitski, to investigate the flow of Dutch funds into American securities. Cazenove established himself in Philadelphia, where he soon gave serious attention and fiscal commitment to a number of projects. These included purchasing shares of federal and state debts, bank shares, canal companies, and manufacturing schemes. Because Cazenove had been casual in some of his preliminary investigations he did commit errors in his investment selections, and the investors suffered occasional losses. Furthermore, by 1790 opportunities for investments decreased and Cazenove turned to land speculation. ¹

Cazenove focused attention on land in New York State where land speculation seemed promising, and where some members of the Club held a small parcel, purchased in 1769, for an unsuccessful maple sugar project. In the early 1790's Cazenove bought smaller tracts with the help of two other Dutch agents, Gerritt Boon and Jan Lincklaen. These were developed into the Cazenovia and Boonville settlements. It was at this point that Robert Morris, Jr. appeared in Amsterdam offering the vast Genesee region for sale. Wilhem Willink, a then independent Dutch banker, contracted for one tract from Robert Morris, Jr. and negotiations were transferred to Cazenove for other purchases. During this

period Cazenove also acquired over one and a half million acres in Pennsylvania to the East and West of the Alleghany. This tract, consisting of mostly poor soil, later caused the alien proprietors financial and administrative problems. ²

For the purpose of investing in larger land purchases in 1792 Wilhem Willink and Rutger Jan Schimmelpenninck joined the Club of Four making it the Club of Six. On May 20, 1795 the Club of Six formed a stock corporation to handle land investments. These were divided into 896 shares owned by Dutch shareholders. The organization, called the Hollandsche Land Compagnie with headquarters in Amsterdam, became known as the Holland Land Company in America. All managerial decisions pertaining to land purchases and expenses for improving the acquired lands were made by the Board of Directors that consisted of one representative from each banking house. The van Eeghen firm was chosen chief director and received two percent of all revenues for the extra service. The Board of Directors was represented in America by Cazenove until 1799. The Company's legal affairs were handled by the New York based law firm LeRoy and Bayard.

From 1799 until 1856, Holland Land Company interests were assigned to Agent Generals who conducted business at the Philadelphia headquarters. Although the Agent Generals worked closely with the Board of Directors via regular correspondence, in principle they were given authority to act at their own discretion concerning routine management of the Company's lands. For their services, they received one percent of the proceeds of lands sold with a guaranteed minimum salary per year.

Paul Busti, an Italian by birth and brother-in-law of Ten Cate, became the first Agent General in 1799. He held this office until his death in 1824. John J. Vanderkemp, a native of Leyden, who emigrated with his parents to America and worked as a chief clerk in the Philadelphia office, succeeded Busti.

The Agent Generals appointed Resident Agents who managed the Company's regional land offices. The main land office for the Genesee Purchase was established in Batavia in 1802. It was directed by three Resident Agents until 1836: Joseph Ellicott, Jacob Otto, and David E. Evans. The Batavia Land Office established various subagencies under its jurisdiction. William Peacock, the Company's first Subagent, in 1810 was delegated to open a sub-land office in Mayville, Chautauqua County. The Holland Land Company land management policies, as applied in the administration of this subagency will be discussed in detail.³

During the Genesee Purchase negotiation from 1792 to 1797, the Holland Land Company faced a number of problems. First, as aliens, they were not allowed to purchase land in New York state until 1798. Therefore they had to appoint American trustees to handle the purchase transactions. Second, Robert Morris' dismal financial situation delayed the procurement of the title necessary to the final purchase. Third, delays were caused by Indian hostilities encouraged by the British prior to the Jay Treaty of 1796. The Indian title was finally procured at the Big Tree Treaty on September 14, 1797 for \$100,000 for 200,000 acres of land for reservations at several locations. Thus in 1797 the grand to-

tal of 3.3 million acres of land from the west of the Genesee River became officially the property of the Holland Land Company. ⁴

Before the Company could open the territory for sale, it had to be surveyed. To organize and oversee the surveying, Joseph Ellicott, Chief of Survey, was appointed on May 10, 1798. Ellicott, an accomplished surveyor who had already been employed by the Company for surveying some of its Pennsylvania lands completed the survey in October 1800. The grand survey cost the Company a total of \$70,921.69 1/2. During the survey, Ellicott established the meridian and boundary lines for the territory which still stand as set in 1800. The survey divided the Genesee Purchase into fifteen ranges with 6 x 6 mile townships within each range. The survey records generated 662 field note books. From these field notes Ellicott had prepared a set of beautifully executed township maps with detailed descriptions of the characteristics of the terrain. From these sectional maps, Ellicott and his brother Benjamin prepared the first map of the Holland Purchase. It was first printed in 1801. In 1804, a revised engraving of the map was published which became the officially accepted map of the region. The more detailed surveys within the townships progressed slowly. Certain areas were not touched for years, other sections were surveyed as land sales demanded. Although the majority of early towns and villages were laid out by 1805, township divisions into lots were not completed until 1819. ⁵

Land Sales and Payment Collections on the

Holland Purchase until 1810

By the time the Holland Land Company prepared its territory for sale it could no longer find speculators with sufficient capital to purchase the land at wholesale. As alien land holders they were forbidden to lease land. Therefore, they decided to open part of the Purchase for retail sale. The rest was to be held for possible marketing at wholesale, and hopefully for higher prices at a later date. For the preparation of retail sales, and for the opening of the settlement, the Company could draw upon its own experience, and those of other land agents who had already established such enterprises in central and western New York.

In order to avoid unnecessary expenses the Company decided against the then popular "hot bed settlement," which required considerable investment at the outset. This method was employed on the nearby Pulteney Estate by Charles Williamson, its extravagant Scottish agent. Williamson indulged in the costly preparation of laying out towns with hotels, mills, stores, and even a theatre and race track, all at Pulteney's expense. A similar elaborate attempt to attract settlers was practiced on the Dutch Cazenovia property where the agent, Jan Lincklaen, invested \$128,000 to establish a settlement on the land that had been purchased for only \$87,000. The land that was sold on these "hot bed settlements" remained debt-ridden for many years, as the settlers were unable to pay for their purchases. ⁶

For the management of the Genesee Purchase the Company sought a suitable domestic agent who would apply their principles. They were interested in a man with experience and flexibility, and one who was capable of functioning independently in the distant wilderness. Several aspirants submitted their plans to Paul Busti, the Agent General. Among the applicants were Charles Williamson, Thomas Morris (Robert Senior's son), James Wadsworth, Gerritt Boon, and Jan Lincklaen. Of these only Lincklaen was considered seriously.⁷

In addition, Joseph Ellicott also applied for the position of Resident Agent with three extensive plans between May 1798 and March 1800. Unlike the other applicants, Ellicott did not have any experience in land sales management. On the other hand, he knew the territory and the settlers well and he was familiar with the Company's plans for the newly acquired land. In his plans Ellicott outlined only the bare necessities for opening the territory. He suggested a few main roads, a land office, and a tavern for land-seekers. Ellicott anticipated that sales would be easy but receiving payments would be difficult. Therefore, he submitted an elaborate plan for different types of sales and payment requirements with a sliding scale of annual installments for the balance of debts. Busti realized that the Ellicott master plan was the most advantageous for Dutch interests. Although he was known for his excitable temper and abrupt manner, Busti also perceived that the applicant was an industrious and honest man, possessed abundant common sense, and above all displayed a keen foresight into future problems. Therefore Busti appointed Ellicott as the first Resident Agent on the

Holland Purchase. Ellicott signed his contract, called "Articles of Agreement," on November 1, 1800.⁸

In this "Articles of Agreement" it was clearly stated that the owners were interested in selling large tracts quickly, rather than in disposing of the land in small parcels on credit terms. The price of land was generally set at \$2.00 to \$2.50 per acre. The importance of establishing lasting settlements was likewise strongly emphasized. The rest of the document outlined in great detail the method of sales, payment collections, and the administrative machinery of record keeping and reporting to the Agent General in the Philadelphia office. Acting under these "Articles of Agreement," Ellicott made the first official land sale as Resident Agent in February 1801 from his office in Buffalo, then called New Amsterdam. Early in 1802, the official land office of the Holland Land Company opened in Batavia, and soon became an important center of the Genesee Purchase.

Land at wholesale on the Genesee Purchase

The Holland Land Company soon realized that its intent to sell large tracts to wholesale speculators was not to be profitable. The Company's experience of selling larger tracts at wholesale prices was similar to some of the sales made by the federal government on a larger scale. The Dutch were likewise confronted by a number of imaginative speculators who were out to reap a rich harvest from meager investments. The most outstanding of these prospective buyers was Adam Hoops, a former aide-de-camp to Alexander Hamilton and a protege of Robert Morris. He negotiated for 20,000 acres of land at the Philadelphia office on

credit. Hoops' desire was to set up a "dream land" in the area of the present Olean. He expected to make his establishment a grand point of communication between the east and the west by means of navigation on the Alleghany River. In reality, because Hoops held his land at too high a price, he could not sell enough of it to raise money for his own installment payments. He also refused to open roads which prevented his selling to wealthier settlers who could afford paying higher prices for lots by roads. In 1816 Hoops was ordered by court action to return the unsold portion of his unpaid for land to the Holland Land Company.⁹

Another wholesale purchase attempt of 30,000 acres with Oliver Phelps and Lemuel Chipman met a similar fate. Other wholesale speculators, like John and James McMahan in Chautauqua County, likewise ended up returning their contracted land to the Company. These reversions caused numerous complications for themselves, the settlers who purchased from them, and the land agents alike. Ellicott was justly embittered by such "needy adventurers." He felt that these speculators were interested mainly in acquiring property rather than in cultivating the land. He mercilessly lashed out at them to Busti in numerous letters, particularly, because they caused him the "additional mortification" of labor to no purpose.¹⁰

Similar to the federal government's experience, Ellicott found more promising prospects in selling land "en bloc" to groups of individuals. These individuals consolidated their funds to net a sum which enabled them to make a respectable downpayment on a large parcel, which then was divided among the participants. Heads of large families in need of

separate homes often resorted to this practical method of purchase. Occasionally, religious groups applied for a lot for their constituents. The leaders regularly paid on the contract, and diligently reported subsequent divisions of the tract to the land office. Ellicott appreciated such orderly speculators, and highly commended their ambitions, especially, because they alleviated the Company's burden and expense of preparing individual contracts. He enthusiastically explained to Busti that:

These are the most lucrative species of speculations, and indefinitely of greater moment to the Company than those visionary wholesalers that rest upon the feeble foundation of an individual without capital, capacity or credit to conduct them to a prosperous issue.

These "en bloc" sales seemed lucrative at the beginning, but as the settlements progressed their usefulness to the Company diminished. By 1804 Busti realized that the future of lucrative wholesales looked grim, and that success was to be sought in retail sales.

Retail Sales

Retail sales of smaller parcels to individual settlers progressed slowly during the first few years. With them a number of problems evolved focusing mainly on smaller lots, roads, land prices, and payments. To begin with, to meet the settlers' demand for smaller plots it was necessary to divide townships into smaller lots. The opening of unsettled townships demanded the construction of roads throughout the Purchase. Road cutting alone was a major task. Raising the necessary funds for road construction created another problem. Ellicott tried to contract with the army and induce the state to aid the Holland Purchase

with road building, but he met with only some success. He defrayed part of the Company's expense by paying the road workers in land. Expensive road cutting often resulted in increasing the price of roadside lots. That caused further criticism of the already high prices on the Purchase. To quiet discontent, Ellicott reduced the price of land in certain areas. He also gave additional discounts to the first ten settlers in a newly opened township. At the same time, land prices in the slowly emerging towns and villages increased to \$4-5 per acre. As the settlements developed, the price of improved land was steadily raised. ¹²

Land sales for cash were rarely made due to the scarcity of money on the entire Purchase. Generally, sales contracts were executed for the downpayment of 5-25 percent of the principal. The rest of the purchase money was to be paid in four, six, or eight annual installments. A seven percent interest charge was added annually. Interest payments were mostly waived for the first two years. During that period the settler was supposed to clear several acres of land, erect a dwelling, and fence in a portion of his cleared property. Those who purchased on time payment received an Article of Agreement when they contracted the land. Originally deeds were not given until the final payment. Later, the Company issued deeds on paid portions of the land to facilitate the formation of counties and other municipalities for which a certain number of freeholders were required by state law. This gesture also enabled the settlers to vote at political elections. For those who were unable to make the requested downpayment, Ellicott introduced "provisional sales," or book-entry sales. This meant that the settler

reserved his desired land and received an Article of Agreement after he cleared five acres and built a cabin on it.¹³ These provisional sales were widespread on the Genesee Purchase, induced squatting by those who evaded payments, which later caused problems for the land office.

The most serious problem sprung from the settlers' inability to pay for the contracted land. Those settlers who arrived in the Genesee Purchase without cash often had to wait for years before they could grow surplus grain and other agricultural products for marketing. Selling available produce was obstructed by the lack of transportation to the lucrative markets in Montreal and New York. The marketing of potash and wheat took years to develop. Diseases, inclement weather conditions, the Embargo Act of 1807, the Non-Importation Act of 1808 that lasted until the War of 1812, and the war itself had a mixture of positive and negative effects on the availability of currency on the Purchase.¹⁴

The Holland Land Company recognized the settlers' inability to pay on their contracts and very early developed a policy of leniency. In 1805 Busti wrote to Ellicott, "it is absolutely necessary that you should have the power of enforcing the payments, but it is no less essential that you should exercise that power with the utmost caution and discretion." One week later, Busti again stated: "Be never severe but mix a good deal of indulgence even to the principles of simple strictness." The policy of indulgence and leniency assisted the Agent General's effort to establish settlements. It was expected that as the settlers' financial condition improved they would readily pay their debts. To ease the lack of cash, payments in kind were introduced.

When the settlers failed to pay at the end of the contracted period, the unpaid contracts were renewed several times. The accumulated unpaid interest was added to the new contract price. As the value of the contracted lands increased during the years, the Company increased the original purchase principals. Eventually, the increased purchase price, and the accumulated and compounded interests climbed to astronomical figures throughout the years of indulgence. This resulted in sums that were impossible to pay by those settlers who neglected annual installment payments. The preparation of new "Articles" and the recording of "Subsequent Articles" for portions of land sold by settlers to newcomers created extra labor, and caused an uneasy atmosphere between the settlers and the land agents.¹⁵ Ultimately, bitter confrontation between the Company and the settlers became inevitable.

Results of a Decade of Advancement

1810, a milestone year for the Holland Land Company administration, was filled with hard labor, some profit, and with eager expectations for future prospects. Ellicott's report on the decade summed up accomplishments and outlined plans for the future. The Purchase, a mere wilderness ten years before, with a population of only 1400 according to Ellicott, had grown by 1810 to 42,000 inhabitants. There were a number of satisfactory roads and a score of businesses including stores, artisan shops, and grist and saw mills. Carding and woolen factories, tanneries, potash works, breweries and distilleries, and other establishments served the settlements. The once single county of Ontario was

divided into six well-organized county units with established seats. Ellicott's visionary mind saw the future of the Purchase as greatly benefiting from the growing mercantile traffic between the United States and Canada on Lake Ontario. He saw further improvements when the "canal" would run between the Great Lakes and the Hudson River. ¹⁶

To ensure his employers' share of these projected developments, Ellicott suggested to Busti that a general 50 cent price increase per acre be inaugurated. The always careful Busti warned the hasty Resident Agent about the earlier pledged policy of leniency and explained that "I consider it necessary for us to proceed with caution and discretion. Attention must be paid to localities and circumstances and we must not indiscriminately raise our demands."¹⁷ Busti agreed to the price hike in settled townships. In swampy and hilly areas, or where the soil was inferior, and in remote parts of the settlement the old price was retained to attract settlers. Yet, prices began to climb on the entire Purchase, year after year, over the next twenty years. Settlers' debts likewise increased steadily, although the collection of payments remained consistently at a relatively low ebb.

CHAPTER II

THE DEVELOPMENT OF CHAUTAUQUA REGION UP TO 1810

By the end of the first decade in the nineteenth century the Holland Land Company could boast of many accomplishments on the newly established Genesee Purchase. Yet, one of the most promising regions in the western corner of the Purchase, Chautauqua, was neglected because it was too far from the Batavia Land Office. The area was well-known among migrating settlers for its rich, fertile soil and for the beautiful setting of the pouch-shaped Chautauqua Lake between rolling hills that stretched to the shore of Lake Erie by the Pennsylvania border. The arrival of the earliest settlers dated back to the turn of the century. Within ten years, several budding communities welcomed the steady influx of newcomers, who often selected land before registering at the distant land office. The Holland Land Company agents were aware of the prospective value of Chautauqua. Ellicott was particularly interested in the improvement of the existing waterways that promised wealth from interstate shipping. He was also eager to increase orderly land sales and insure steady payments. Yet it had taken the Company ten years to achieve these goals by establishing a subagency in the county.

Although Holland Land Company surveyors and the early settlers were confronted with a vast, unbroken wilderness in the Chautauqua region, its colorful history included earlier conquerors. Among the graciously curving hills, lush valleys, and majestic woods historians trace ancient highways, and mouldering skeletons buried in bygone days by the mound-

building Hurons, Iroquois and Neutral Nations. From the numerous, bitter wars during the seventeenth century the Iroquois Nation emerged as victor. The Chautauqua region became the home first of the Eries, and later of the Senecas, the fiercest and most populous of the Iroquois Nation. The French joined the Indians first as missionaries. Later, in the eighteenth century they developed an equal interest with the British colonists in the territory. By 1750 a number of forts were built and manned by each country in an effort to defend its territorial interest on the land owned by the Indians. The British, determined to induce the French to abandon their claim to the Ohio valley, sent young George Washington to the Chautauqua region on October 30, 1753, to negotiate with them. The French reinforced their efforts by recruiting the Indians. Nevertheless, they lost the territory to England, surrendering their final claim in November 1760. This period was soon followed by the Pontiac wars, the last attempt to redeem the country from white dominion, which culminated in the Treaty of Fort Stanwix in November 1768. Boundary lines were drawn between the territories held by the colonists and the Indians with the Chautauqua region given to the Indians once more.

During the Revolutionary War period the bloody expeditions of General John Sullivan, Colonel Daniel Broadhead, and, later, Colonel William Irvine against the Indians have been faithfully recorded in the annals of western New York. The numerous battles with the Indians in the 1790's finally ended with the victory of General Anthony Wayne. The last treaty with the western Indian warriors was at Greenville on July

30, 1795.¹ This agreement officially opened the tumultuous westward migration that lasted well over a century. Availability of land in the new territories that often sold below the price of the Holland Land Company lands had a mixed impact on the Genesee Purchase and, specifically, on the emerging Chautauqua County. Many migrating settlers from the New England regions passed through the county as they came up on the rivers, or floated down on the lakes. Some families stayed on, or returned from the west disappointed. Others, restless with the slow progress in the county moved, on leaving behind small improvements and, invariably, some debt at the land office. Often, it took years for the Company to learn about the abandonment of some contracted land, as regular payments were rarely made by the settlers.

The Dutch land owners were interested in the future of the Chautauqua region rather than its past. Therefore, the surveying of the territory began in 1798. Before the Holland Land Company surveys only the state boundary lines were established. After the American Revolution between 1785-1789 these boundary lines were adjusted by federal and state surveyors, one of whom was Andrew Ellicott, Joseph's brother, then Surveyor General of the United States. During the Company's great survey the Chautauqua region was vertically divided into ranges 10 to 15. The ranges were divided into townships, 6 x 6 miles square. During the next decade these townships were divided into 64 lots, each of which contained about 360 acres, either by or under the direction of surveyor William Peacock.² Although the region developed rapidly, purchase requests were often handled in a haphazard fashion. Many settlers did not

travel to Batavia to make a bona fide contract. Their intent to buy land was conveyed in letters, at times written by other settlers. Mail purchases were not always successful. One settler from Erie had written four letters to Ellicott between 1804 and 1805 in an attempt to purchase land in Silver Creek where he planned to build a tavern and launch a ferry. He never received an answer from the land office. Finally, he bought land from a farmer, on which he started a business that developed into a profitable operation. In some instances, messages and a few dollars downpayment were sent on by travellers, surveyors, or other settlers who braved the roads and the distance to the Batavia Land Office. Several well-known settlers, like Thomas McClintock, Zattu Cushing, and others acted as quasi agents for the Company. Some prosperous settlers, like the Prendergasts and Bemuses, took advantage of the situation, purchased large tracts of land and sold it to new settlers. ³

Dr. Edward Kennedy, a Revolutionary Surgeon General from Meadville, was an early promoter of the Holland Land Company's land in the county. He married Andrew Ellicott's daughter, Leticia, thereby becoming a member of the Ellicott family. A purchaser of about three thousand acres, he sold several tracts for the Company to Pennsylvanians who were interested in the lumber business. Ellicott often praised Kennedy to Busti for his service to the Company, adding that clearly the Pennsylvanians preferred the fertile Chautauqua soil to their arid land. Busti was convinced that the land-hungry Pennsylvanians, with cash in hand, would gladly part with their wealth if they could obtain liberal

deductions on the fixed prices. However, these prosperous prospective buyers never did arrive and enhance the county's meager supply of cash. Kennedy, himself, who started a lucrative lumber business with a young lawyer, Edward Work, and established Kennedy Mills on the Connewongo River, failed to pay for his own land purchases. After his death in 1813, it took many years for his heirs to liquidate his debts to the Holland Land Company.⁴

Such a disorganized method of selling land in this far-away region often created serious concern among the weary settlers. Due to the lack of control and supervision some previously contracted for plots were settled by newly arrived farmers. Others took advantage by squatting on a piece of choice land assigned to other settlers. The situation was worsened by the fact that most settlers were unable to pay for the land. Their constant fear of losing the only possession they could call their own in the wilderness was expressed in numerous letters preserved in the Company's correspondence. In these letters some settlers pleaded with the Company to give them grace for yet another season, while others reported personal calamities as reasons for asking for extensions of credit. An 1807 petition submitted by a group of early settlers from present-day Portland serves as an example. These settlers claimed they were unable to pay for the land because of the difficulties they had to endure in the unimproved wilderness. This included their isolation, the lack of roads, wild beasts that devoured their stock, vermin that infested their crops, and other devastating misfortunes. As compensation for these burdens, it was proposed that the first ten settlers in

each newly opened region should get one hundred acres of land gratis, and the next ten settlers should be given one hundred acres at a very low price. As could be expected, ten settlers signed the petition. It is not known what Ellicott answered to the group, but at the end of the petition he jotted the following sentence: "There probably is no set of people under heaven possess as much impudence as Irishmen."⁵

The McMahan Brothers

During this decade the Holland Land Company had to face a serious problem in the county caused by two petty speculators, John and James McMahan. Both brothers were ambitious, well-meaning, small-scale entrepreneurs without money, whose visionary ideas led them to defeat. John McMahan, like many speculators, was unwilling to learn from his own failures. After unsuccessful attempts at speculation in Pennsylvania and on the Pulteney Estate, he turned to the Holland Land Company. In November, 1797 he applied for land in the Chautauqua region. The Agents of the Company were unaware of John McMahan's dubious background so after several requests they decided to take him seriously. By 1800 McMahan was growing anxious, and he raised his originally proposed \$1.25 offer per acre to \$2.50. In 1801 he pleaded that he needed the land urgently as he "kept a number of farmers hanging on suspense." Finally, the reluctant Busti agreed to sell the desired township to John McMahan at \$2.50 per acre, as soon as he made a \$1035 downpayment. During the negotiations Ellicott suggested \$1.95 per acre as the terrain was rugged, but the purchase was negotiated with McMahan's offer. McMahan,

pleased with the development, notified Ellicott that fifteen families and several other "richest farmers" were willing to "make speedy sales" from him. Yet, during 1802 he was unable to make the initial payment and kept asking for extensions. ⁶

Busti was concerned about the prospect of this wholesale project although he was sympathetic toward John McMahan. He wrote to Ellicott:

I am sorry to see Mr. McMahan obstinately bent on his speculation. It appears evident to me that that man is greatly mistaken as to his means and his influence. I was wrong in suspecting him of being a dangerous landjobber, the poor fellow seems only to be a visionary one, . . . I believe that after some fruitless exertions he will be obliged voluntarily to relinquish his undertaking, and then bear the consequences of his obstinacy in persisting in an attempt of which his scanty means ought to have shown him the absurdity beforehand.

Busti's observation precisely foretold the outcome of John McMahan's contract which was signed in January 1803 for 22,041 acres at a total cost of \$55,035. By 1805 it was evident that McMahan was once more heading toward failure. Two years later, his situation worsened: he was unable to sell his land as he had expected. The parcels he did sell went to settlers who could not provide sufficient funds for McMahan to pay his own installments. John McMahan's contract terminated on November 30, 1809. Ellicott explained that to prevent him from pressing a complaint against the Company, and to compensate him for his effort in commencing a settlement in a remote part of the Holland Purchase, McMahan was granted 150 acres and \$50.00 in cash.

Ellicott had been quick to judge McMahan and he blamed the poor speculator for "clogging" the land and retarding sales and settlement. In reality, McMahan's attempt did not obstruct the development of the

region, neither did it interfere with the improvement of the strategically located Portland Harbor, as Ellicott first suspected. It is true that McMahan's handling of the settlers' contracts and the haphazardly surveyed land created some confusion in the land office. Eventually, William Peacock, who opened the subagency in the county in 1810, resurveyed the land and corrected the contracts. Later it was learned that some settlers had paid considerable sums of money to McMahan who did not turn in all collections against their contracts to the land office. The Company credited such payments against the settlers' contracts, but otherwise it did not lose much on the failed McMahan sale. John McMahan was the real loser. In 1817 he was forced to sell his homestead in order to support his large family and to satisfy his creditors. His farm, located by the mouth of Chautauqua Creek, was sold to Benjamin Evans, member of the Ellicott and Peacock families, and an employee at the Mayville Land Office. John McMahan moved to Mayville, where he died poor in 1830.⁸

James McMahan could have learned from his brother's failures, but he was determined to make his own mistakes. In some ways, he fared better, but his land speculation enterprise was not a success. He first contacted the Holland Land Company in 1799 for employment as a surveyor or road cutter. Four years later he and George Dull contracted from the Company for 9,000 acres of land on the Lake Erie shore, in the area of Ripley, where he planned to bring German settlers from Pennsylvania. Busti was reluctant to sell valuable shoreline land before the backwoods were improved. Therefore, Ellicott, who approved the sale, was doubly

cautious, and warned James McMahan that his contract would be forfeited if he failed to pay his installments. At the same time he insisted that the settlers who purchase from McMahan register at the land office as well. James, a more adventurous type, was known to accept horses, watches and other articles for payment from the settlers. He was seemingly on his way to prosperity. He purchased some small parcels of land in other parts of the county, including a plot from his brother's land, where he built a saw mill and established his homestead. By 1809 he managed to sell at least one-fourth of his land, and Ellicott was certain that the well-to-do farmers on the fertile tract would pay James for their land and that he, in turn, would be able to meet his own contract obligations.⁹

However, by 1811 a multitude of problems beset James McMahan and he stopped payments on his contract. Ellicott asked Peacock to investigate the situation and offer an annulment of the contract, which McMahan accepted. For years after the contract annulment a number of complaints were brought against James McMahan's manner of selling land, and collecting payments from the settlers. Eventually the re-possessioned land was re-surveyed by Peacock, Articles of Agreements or Bond and Mortgages were issued to the settlers for installment payments, and slowly the Company corrected the mishandled sales on the James McMahan tract with minimal loss of its own assets.¹⁰

Despite the unfortunate outcome of their speculative enterprises, the McMahan brothers, like other speculators in the nation, did render some service in the development of Chautauqua County. Besides aiding

the settlements both were actively involved in the organization of the early town of Chautauqua, which had been formed in April 1805. They likewise took part in the founding of the first Presbyterian church in the county. One historian claims that the first school was held in James' Westfield area cabin. Later both brothers served in the War of 1812. John, who was a colonel in the army discredited his honorable service by his temperamental behavior, in beating his soldiers with his sword. James further tarnished his reputation with negligence as postmaster of the county's first post office at Four Corners. Peacock, who was called on to render judgement, defended James arguing that he was always courteous, and prompt in delivering letters to the land office in Mayville. 11

Road to Improvements

In retrospect, it is fair to say that on the Chautauqua frontier, as elsewhere, some of the more ambitious settlers tried to get ahead by whatever means they could. Those who came with limited means did not, as a rule, always prosper. Some of them brought failure upon themselves by flaws inherent in their characters. Others, with more stable financial backgrounds, like the Prendergasts, the Bemuses, and others, quietly parcelled out the large tracts they had obtained on reasonable terms from the Company for good profit. While their own wealth grew steadily, they helped the needy settlers to establish homesteads.

By the end of 1810 the general development of the Chautauqua region was progressing steadily. On March 11, 1808 the state legislature in-

incorporated it as a separate county with the official seat at Mayville. Mayville was an early town in the county named after Mrs. Busti's maiden name, as Paul Busti explained to Ellicott in a letter of June 3, 1805:

Madam Busti has willingly accepted the token you have given her of your remembrance in using her maiden name for the Town on the Chautauqua. She ought to visit the spot that will eternize her name, but there is no probability of my being able to persuade her to meet the inconveniences of a voyage through the wilderness of the South Genesee. ¹²

Economically the county was fortunate, as it was known for its "almost universal and substantial prosperity," with respectable settlements of framed dwellings, barns, and mills. Land cultivation was fairly well advanced and the crops, wheat and Indian corn, were flourishing. By Canadaway Creek the mills, as well as the tanning, carding, and currier businesses were busy, as were the distilleries and the brewery, as reported by Ellicott on his 1809 visit to the region. ¹³

The early roads in the county were in some ways in better condition than elsewhere on the Purchase. The earliest one, the Portage Road first cut by the French, was still in evidence, though grossly overgrown. Ellicott had attempted reopening it in 1806 when he offered a "handsome payment" in land to the settlers who would aid him in the task. In 1808 Ellicott recorded a \$200 subscription toward the improvement of the same road. An early road between Canadaway and Mayville was cut by the settlers with the Company's support of \$10 per mile. The road to Medicinal Spring in the western part of the county was completed by the Company in 1810. Roads under construction to

Presque Isle, Pennsylvania, and to Angelica, proved of great benefit to the county. ¹⁴

Although Chautauqua County took a major step toward an organized settlement during this decade, it was evident that the developments reflected self-serving ambitions of certain settlers. The haphazard division of parcels could seriously interfere with the placing of towns, villages, and transportation arteries. In 1810 the Holland Land Company decided to establish its first subagency in the county. It then became possible to conduct more systematic landsales, and to regulate payment collections which were a major concern of the Company's administration. It also became possible to exercise stronger control over the development of this county. With the opening of the subagency the planning of internal improvements became an integral part of the subagent's general operation. Thus, the arrival of William Peacock, a surveyor who knew the region well, promised a more organized, and more extensive era of development in the history of Chautauqua County.

CHAPTER III

WILLIAM PEACOCK AND THE HOLLAND LAND COMPANY BEFORE 1810

William Peacock, a Holland Land Company employee for thirty-three years, spent the most productive years of his long life in the service of the Dutch land owners of western New York. He arrived at the Batavia Land Office in 1803 at the age of twenty-three. For the following seven years he worked first as a surveyor and later as an office clerk. When he received his appointment as Chautauqua County Subagent in 1810 he was a principal surveyor well acquainted with the Company's management procedures. Peacock, a dependable and diligent employee, provided extensive and valuable service throughout the formative years of the Holland Purchase. Yet he has been only casually mentioned in the history of western New York.

It is said that in 1803 on his way to New Orleans to seek surveying opportunities on the newly opened Louisiana Purchase, Peacock stopped at Batavia where he met Joseph Ellicott who offered him a position in the land office. As a surveyor he moved around the Holland Purchase regularly. He started surveying at the present site of Buffalo under Ellicott's direction. The two laid out almost the whole village by mid-1804. From September to early 1805 Peacock had surveyed in the Chautauqua region. During that summer he again was "busy with measuring different lots" in Buffalo. ¹ By September, 1805 he was back in Chautauqua.

During these surveying assignments Peacock occasionally encountered problems concerning boundary lines of contracted and unsold lands, and he turned to his superior for solution. Ellicott, who trusted the young surveyor, instead of instruction, provided the following answer in one of his letters: "Conceiving Mr. Peacock possesses sufficient judgement for that purpose it was thought best to put a discretionary power in his hands to do as he conceived would be right and just as it related to present owners and those that may become the purchasers of the land." Throughout these years Ellicott often made similar responses to Peacock. On certain occasions he would demand decision making from Peacock that were beyond the surveyor's ability. To one such request the usually cooperative Peacock pleaded: "But, Dear Sir, you must not be displeased of my not doing more. However, I will do all in my power to survey the lands that are most likely to be wanted by the settlers."²

During these surveying travels Peacock became quite familiar with the western region of the Purchase and looked for opportunities to advance its development. He often became personally acquainted with the settlers whom he aided in the selection of land for their future homesteads. He occasionally directed migrating settlers to the fertile Chautauqua region. In 1805 he may have influenced some members of the Prendergast family and William Bemus to purchase land in Mayville. These early "merchants of considerable property" were welcomed on the frontier as they could be depended on to establish new businesses and enhance the value of budding settlements. Peacock likewise expressed

early interest in the municipal development of Chautauqua. He signed petitions for the division of the county in 1806 and in 1808.³

Although a surveyor, Peacock often performed clerical duties for the land office. In addition, he was often sent on errands to procure certain necessary items for the land office, assist with court appearances, and perform various other chores. Having been given these chances, Peacock had the opportunity to develop more skills and to widen the scope of his interest. Joseph Ellicott was personally responsible for Peacock's diverse assignments that aided the ambitious young man's career development. His reasons became evident on October 3, 1807, when William Peacock married Alice Evans, Ellicott's niece.⁴

Surveyor Peacock's frequent travels throughout the Holland Purchase gave him ample opportunity to develop an interest in land ownership. In accordance with his principles in all personal business dealings, he requested from Ellicott his first recorded land purchase in Chautauqua County by Point Pleasant because, he wrote "it has a handsome situation and pleases me very much."⁵ Later letters prove that Peacock on other occasions would select land for purchase for the beauty of its location, rather than for speculative purposes that typically motivated surveyors who bought land while surveying. Records also show that Peacock paid in part for the Point Pleasant property by surveying for the Company. When Peacock became a land owner in the region he knew so well, he established a personal attachment to Chautauqua.

The Planning of the Chautauqua Subagency

The idea of establishing a "subaltern" office in the Chautauqua district had been decided by Busti and Ellicott as early as 1809. The failure of the McMahan brothers, and the Company's desire to enhance the settlement for the improvement of land sales prompted Busti to pressure Ellicott for the speedy preparation of opening of the office. However, Ellicott who considered the time consuming copying of field notes, ledgers, and maps of secondary importance in his busy land office, kept postponing the project. Nevertheless, by mid-1810 serious progress had been made. Ellicott even commissioned Thomas Prendergast in Mayville to build two log cabins at Company's expense to accommodate the subagency and the subagent. ⁶

Busti was not the only one who found a subagency in the Chautauqua district a necessity. Some settlers also believed that it would greatly facilitate the settlement, and help increase population and the number of business enterprises. One of them remembered that Ellicott had promised a subagency in the county provided that the settler bought some land. This settler wrote a critical letter to Ellicott about neglecting the opening of the county land office, and warned the Resident Agent that "the good republicans who come to this county do not like anything arbitrary." The settler also promised that if a land office was opened he would bring along his brother and other prospective land purchasers.

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When the opening of the subagency was announced two settlers, Sidney Breeze and Samuel Forman, applied for the position as agent.

Forman, a particularly aggressive applicant requested a \$2,500 annual wage. Ellicott, who perceived the subagent's duties as mostly clerical, prudently set the salary at \$1,000. Instead of appointing a newcomer for the position he selected his principal surveyor, clerk, and newly acquired family member, William Peacock. Ellicott justified his choice with the following explanation to the Agent General:

He is ably competent to perform the Business having been a number of years one of the clerks in the land office here, perfectly acquainted with the whole routine of our Business; understands the manner of keeping all the accounts, an excellent draftsman, understands well the theory and practical parts of surveying, and is a correct calculator, and a person in whom the most implicit confidence may be placed in his integrity.

Ellicott further explained that Peacock was not to have an assistant unless the business was so extensive that he could not perform the duties himself. He also reassured the Agent General that the subagency was to serve those planning to settle and that it was not designed to increase the cost of the Company's operation. Ellicott, not certain about the future of the office, added that the Subagent could be dismissed whenever the Company deemed it appropriate. However, the usually lenient Busti decided that the Subagent would have to be "quietly suffered" to remain in employment as long as he behaved himself. If he had to be discharged after a year of service, a three months notice was suggested, unless the given trust was grossly abused by the employee. Superintendance of the "deputy agent" was assigned to Ellicott.

Joseph Ellicott dated Subagent Peacock's contract, called "Articles of Agreement," November 1, 1810. Among the many stipulations pertaining to his duties and obligations it was clearly noted that Peacock was not

allowed to purchase land without the consent of the Resident Agent. However, he was entitled to a lot of at least fifteen acres. He was likewise given permission to hire a clerk for not more than \$500 when the amount of business warranted. In addition to the voluminous "Instructions and Directions," Ellicott pointed out to Peacock that he was chosen as Subagent because of the propriety of his conduct, his "industry and zeal," his knowledge of the business and the county, and beyond all for his personal integrity. For Ellicott, the proper balance of these human qualities was extremely important. Himself an upright person and a hard worker, he demanded the same intense industry from those who worked with him.⁹ Ellicott was obviously impressed with Peacock's competence and character, and he had total trust in the young man's loyalty. However, as will be seen during the next ten years Peacock, the Subagent could rarely please his demanding and highly critical superior.

CHAPTER IV

WILLIAM PEACOCK:

SUBAGENT OF THE MAYVILLE LAND OFFICE, 1810-1821

When preparations for opening the Mayville Land Office were complete, a satisfied Ellicott wrote Busti that there were few establishments better prepared for the performance of business than the subagency. This optimistic conclusion did not reflect the reality of life for the new Subagent and his wife. Their journey from Batavia to Mayville in November 1810 was extremely difficult, due to rain and snow, that made the roads "one continuous mudhole." Once in town, the Peacocks could not find lodging for themselves or accommodations for their horses. Therefore, they had to stay in the unfinished cabin, which they proceeded to complete. Although certain belongings of Mrs. Peacock were stolen in transit, Peacock reported to Ellicott that they were well pleased with their new circumstances and that their living quarters, once fixed, would be comfortable. ¹

William Peacock's arrival to Chautauqua County, and the opening of the Mayville subagency marked an important turning point in the development of this remote region of the Holland Purchase. During the ensuing ten years, until the termination of Joseph Ellicott's service as Resident Agent, the county experienced remarkable growth. The extent to which the Holland Land Company, through Peacock's subagency, aided this development has not been adequately studied. Such a survey will require that Peacock's role as land agent in an era of intense land

speculation be described. This role was effected by certain episodes in his career as public servant, politician, and as a subordinate to a temperamental superior who was his uncle by marriage. Correspondence between the Batavia and Mayville offices reports on the settlers' feelings, conflicts, misfortunes, and settlement problems with which Peacock had to deal. The correspondence also reveals Peacock's critical evaluation of the ethics and morality of the settlement. In addition, Peacock's shortcomings as an employee, in light of Ellicott's expectations of the Mayville Subagent, are likewise revealed. The emerging picture provides a better understanding of the growth of Chautauqua County and Subagent Peacock's role in it.

General Development of Chautauqua County

When Peacock arrived in 1810, the county had 2,381 inhabitants. By 1814 this figure had increased to 4,258. The 1820 population count registered 12,568. These statistics reflected the largest population growth in the history of the county. The census count had not quite tripled between 1820 and 1830 to 34,671 residents. It tapered off to 47,975 with the addition of about thirteen thousand newcomers by 1840.² The Holland Land Company closed its subagency in the summer of 1836. Until then, Peacock was not only to witness this phenomenal human influx, but he was commissioned to help the settlers and aid the advancement of settlements. Throughout the years as Subagent, Peacock conscientiously made every effort to fulfill this commitment. But his

efforts were constantly restricted by instructions received from his superiors, the Resident Agents.

The development of Portland Harbor, later called Barcelona, was an example of the Company's role in improving the county. It was carried out exclusively by Peacock and the settlers who needed a skilled planner and overseer. Ellicott, with his iron-clad hold over the entire Purchase and over Peacock, limited the sale of large parcels to individuals along the Portland water front in order to avoid monopoly.³ His instructions to reserve water lots later cast doubt on the Subagent's integrity among the settlers who were not aware of the real reasons for Peacock's actions. However, the reservation of lots did not inhibit or injure the harbor's progress.

Assisting with the layout of the villages was another service of the Holland Land Company to the community. For example, Peacock had to readjust the Mayville inner lot layouts several times because of increasing demand for smaller parcels. Ellicott was careful to provide mid-village lots to merchants and artisans. His plans, however, were not always free from error. In 1813 he allowed the son of one of the Dutch owners, Willink, to buy ten acres of prime land in the middle of Mayville at a reasonable cost. He rationalized that if young Willink was to build a mansion in the heart of the village, as he promised, it would enhance the appearance of the place. Willink also promised to accommodate mechanics and other persons with occupations, a promise which was never brought to fruition.⁴

The improvements by settlers are too numerous to mention. They have been recorded in the histories of the county. The erection of mills, bridges, and a myriad of businesses was widespread. Sometimes these improvements also produced problems for the Subagent. A number of complications were caused by the construction of dams that were supposed to provide water power for mills and aid navigation. In reality they often obstructed navigation because they were poorly built. They pushed the water out of its bed and flooded neighbors' cleared and cultivated acres, ruining crops. Many letters and petitions of protest were sent to the land offices. Final decisions designed to improve the situation caused by the flooding, invariably culminated in resentment by the injured parties towards the agents.⁵ Throughout the years, Peacock, like other agents, accumulated a growing number of enemies as well as friends.

The building and improvement of roads that were heavily used by salt transporters and travelers needed constant attention. This problem was a regular theme in the correspondence between the two land offices. Peacock was perpetually seeking road workers. On several occasions he advanced credit to ensure their labor, but even then some of the workers failed to show up. Keeping open the historic Portage Road that developed holes deep enough to "swallow a horse" was a major task. Building turnpikes was costly and Ellicott, opposed the Company that was to construct them. Ellicott also resisted using Dutch funds to repair roads where there were well established settlers to do the improvements themselves. One year, when Peacock failed to recruit a sufficient number of

workers he purchased a yoke of oxen to supplement the manpower. To avoid Ellicott's anticipated anger Peacock explained that hiring the beasts would have cost more.⁶ Despite countless problems during this decade, much progress was made on road construction in this region. Most road construction was Company assisted through cash or land payments to settlers.

Land Sales and Payment Collections

While good roads might help sell land at increased prices, between 1811 and 1821 land sales patterns fluctuated. These fluctuations were influenced, as elsewhere in the nation, by the elements of nature, the seasonal aspect of land cultivation, and by settlers' mobility. The War of 1812 had a mixed impact on this region. In 1818-1819, contrary to national experience, the nation-wide monetary panic and the depression did not actually decrease land sales in Chautauqua County. On the other hand, the frequency and amount of settlers' payments rarely paralleled the frequency of land sales. In fact, aside from a few active collection periods, both the liquidation of land debts and cash purchases in Chautauqua County, remained on a consistently low level virtually until 1835.

When Peacock opened the land office in Mayville on December 3, 1810 people thronged to it, "as if something wonderful was to be seen or heard." For months after that, the settlers were eager to obtain Articles of Agreements for their improved lands. Many of them who intended to purchase but could not provide the required downpayment requested provisional sale contracts. Those "generally the most destitute (sic)

of money" could not even pay \$2.00 at the outset. Peacock soon found that he had to depart from his instructions. He cautiously explained to Ellicott that "it is very difficult to embrace every object relating to this establishment and that in some cases (he) will have to act discretionary." However, he added, the settlers feared having to pay a higher price for the land if they did not meet the given six year payment installments, and the added seven percent interest after two years. That fear, Peacock stressed, was the "greatest and most powerful stimulus" that could be used to make collections.⁷ The Subagent could not suspect then, that the settlers' inability to pay for the occupied land would cause major problems throughout his career in the land office.

The contract ledgers were rapidly filling up, but the cash box was not bulging with receipts. In June 1811 thirty sets of Articles contracted 5,853 acres of land for \$14,841 with the cash advance recorded at \$761.00. In the following month Peacock boasted of fifty-three sales totaling 7,676 acres, amounting to \$21,884, but he took in only \$1,102 cash. In 1811 the land sold at an average of \$2.00 to \$2.50 per acre. Village lots were held at \$5.00 per acre, and specially parceled-out water lots were priced from \$50.00 up. Poor quality land could be purchased at \$1.00 to \$1.50 with cash in hand. In 1812 a general twenty-five cent increase per acre was introduced for most types of land. From then, the prices slowly climbed, reaching an average of \$4.00 to \$8.00 per acre by mid-decade. By 1817-1818 the average was over \$5.00 per acre, and Peacock offered choice sites at \$10.00 to \$12.00 per acre. In his quarterly reports and numerous letters to the Batavia Land Office,

he faithfully reported the sales, payments and land prices in the county, year after year. ⁸

When the United States declared war on England on June 18, 1812, there was concern about the impact of that event on land sales. Peacock, well informed of the nation's war sentiments, closely observed popular reactions, and war-related activities. An apparent feeling of security from attack was reflected in the first quarterly report for 1812 which showed better sales, and improved cash receipts. However, by fall 1812, Peacock reported that some families' fears were leading them to abandon the county. At the same time, those who stayed actually increased their payments. In the end, the war never really reached the county, although some militia troops were organized to prevent looting and quiet fear. Later they joined the fighting in the Buffalo vicinity. Finally the war atmosphere slowly faded from the county without leaving the suffering and privation that had devastated the north-eastern parts of the Purchase. ⁹

During the remainder of the decade, the Mayville office experienced a number of problems connected with land sales. The settlers were well aware of the Company's policy of leniency and indulgence, and they made good use of it. In an era when credit was used widely, they more readily paid merchants who frequently sent collectors after them. The land office was the last place where they cleared their debts, the Subagent bitterly observed. Occasionally the settlers' casual attitude toward land debts was shaken. In 1818 rumor spread that the whole of Chautauqua County had been purchased by the Dunkirk Associates, a group

of would-be wholesale speculators, for one million dollars. Peacock wrote off the effort as ridiculous, because Daniel Garnsey, one of the organizers, could not even pay for his own 300 acres. Such rumors and some agitation caused considerable concern among the settlers who constantly feared losing their unpaid homesteads. Another problem which created general unrest stemmed from the alien status of the Dutch owners and their low tax assessments. This provided a group of Holland Land Company opponents with a political issue to use for their own partisan purposes. Yet another problem was the price of lands which was higher than that of government lands, particularly in the newly opened Michigan Territory. Compounding of the unpaid interest after 1814 was another reason for popular complaint. Joseph Ellicott's political maneuvering to sustain the interests of the Company resulted in more and more enemies for himself, the Company and its employees. The Chautauqua settlers were a dynamic group with able political representatives who often used their neighbors' problems as a way to advance their own political ambitions. As Peacock observed, during months when political elections took place, the payments were likely to be less, and the complaints more. 10

To ease the burden of payments for contracted land, some settlers tried to raise cash by selling part of their tracts. Very few received any cash for these sub-sales, although having reduced the size of their lands by preparing Subsequent Articles at the land office, diminished their own debts. Frequently, these sub-sales were not even reported to the Company until some special problem developed. Some settlers would

exchange a piece of land between themselves several times, not knowing at the end who owned which segment of the fragmented lot. Invariably, Peacock would find himself between the confused settlers and Ellicott's inability to comprehend the complex situation. As a result, Ellicott prohibited such cumbersome transactions, although Peacock pleaded for discretion. Peacock believed that it was one way by which the settlers could secure deeds. He also felt that such sales had a beneficial effect on the county, because the lands distributed between several settlers would be improved more extensively, and more payments would be received. He suspected that if the settlers could not make subsequent sales officially, some of them would eventually abandon their larger-than-needed parcels which would then revert to the Company. ¹¹

Payment in Kind

Prior to Peacock's arrival in Chautauqua County, in order to alleviate some of the burdens of cash payments, the Holland Land Company had accepted payment in kind. The barter system had been practiced in business transactions from ancient times and it was in wide use on the frontier. Land companies accepted payments in kind as did merchants and artisans. The Holland Land Company considered the idea during its first decade when it became clear that collection of debts would be difficult. During this period wood ash was accepted as payment for a while, but turning it into potash was so laborious and expensive that it was soon abandoned. Upon Busti's suggestion Ellicott reluctantly tried collecting wheat but found it hard to dispose of. In 1809 cattle collection

was tried, with very poor results.¹² For a number of years after that, payment in kind was not in use for land debts on the Holland Purchase.

By 1819 payments in Chautauqua County fell into great arrears. Peacock had hoped that accepting pearl ash and black salts would induce settlers to clear the forests, using the ashes toward land payments. In a letter written in February he explained to Ellicott:

Under the present embarrassed state of our fiscal concern, and the loud cry of the scarcity of money, every spring to industry seems to have dried up, and the physical force of the population looks as if it had gone to sleep; there does not appear to them any door open whereby they can possibly pay for the lands they have contracted to buy, and unless there is something else taken in exchange for payment on land I am fully convinced that the Company will not (receive regular payments.)¹³

Then he added that he was willing to assume all charges if his proposal failed, so sure was he of its success. He believed that "it will create a new spring and impulse in the people. . . . It would create a real and permanent wealth in the county—our forests would in short time disappear, and settlers become the lords of the soil—free and happy!" Ellicott quickly reported the proposal to Busti, assuring him that Peacock "is admirably calculated for making an experiment of this kind" as he was "remarkably accurate" in all his dealings. In addition, he credited Peacock with possessing a scientific mind with some knowledge of the theory of chemistry.¹⁴

Busti, eager to improve Company relationships with the settlers, granted Peacock permission for the undertaking. Peacock was instructed to commence his plan without delay, and furnish information about its progress. The records reveal one shipment to Montreal on which a \$5.95 profit was realized. Peacock was contemplating discontinuing the

project after the price of pearl ash dropped, but decided to continue it because it benefited the settlers and to some degree the proprietors as well. The major problem with the enterprise was that, once again, the Company was competing with the merchants who also accepted ash in payment. Settlers used the ashes to buy store goods. As usual, their Holland Land Company obligations were neglected. Once more, payment in wheat was contemplated by Ellicott, who suggested that a miller should be authorized to receive it in order to avoid extra labor in the land office. To ease cash payment requirement the Company issued Bonds and Mortgages, but the settlers did not like the mortgage arrangement unless they found no other alternative to save their lands. ¹⁵

Peacock's understanding of the settlers' problems as evidenced by his support for payment in kind was widely known in Chautauqua County during this decade. In the Batavia Land Office he was acknowledged as benefactor and easy going agent. Ellicott more than once had to remind him that it was his duty as land agent to make as good and profitable a bargain for the Company as if the land were his own; that he received a salary to do so. Ellicott's feelings were accentuated by the fact that Peacock committed a number of administrative errors, such as tardy reports, a relaxed manner of bookkeeping, and irregularly written letters. Other errors ranged from the improper conveyance of land transactions to incorrectly counted money. Some of those mistakes were most likely Peacock's, others may have been committed by his assistants. The first of these, Benjamin Kending, he had hired in June 1811. Later, other assistants like Charles P. Rouse helped in the land office. From about

1815 Mrs. Peacock's brother, Benjamin Evans, worked as regular clerk for a number of years. 16

Errors in the Mayville Land Office were greatly exaggerated by the overwhelmingly critical Ellicott, who frequently castigated the erring Subagent. Peacock responded to the reprimands with remorseful apologies and promises of improvement. In time he learned to defend himself. After a most unreasonable censure that touched upon his dignity, Peacock responded:

It is my wish, and has always been my desire to do, and to transact all things in this department to your satisfaction. .
. . . Considering (as I do) my self nothing more than an instrument by which you can have certain things performed. . .
. . . And if it has been my misfortune to do otherwise, it was by no means my design, and hope you will therefore excuse any act of mine done with a good intension. Some persons, however may, by a long continuation in a place assume, or arrogate to themselves a very high superiority, in order to show—what they sometimes boast of—their independence, and by wishing to evince to the world their exemption from control, trample upon the rightful power and authority of their superior, but I hold it as a true principle that no assumption of power ought to be taken by any person in transacting business for an other. 17

The censorious Ellicott often balanced his attacks with praise: "The expedition with which you have accomplished this object merits my thanks, and does yourself much credit for the zeal you have manifested in its performance." 18

The Subagent's Related Activities

During Ellicott's administration Peacock's duties extended far beyond the operations of a land agent and included resource development, politics and banking. Ellicott's interest in all aspects of the region's development stimulated Peacock's interest in these activities.

The idea of taming and exploring natural resources and using them for humanity's benefit had always fascinated Peacock. He diligently reported the presence of inflammable gas, as well as the possible discovery of iron ore in the county. He carefully monitored the development of the lucrative lumber industry and kept an eye on timber thieves. He faithfully watched a rock borer's search for salt in the county for a decade and regularly reported on the advancement of the quixotic character, called Buffington (no first name found), who by 1819 penetrated through 580 feet of rock without success. After spotting him yet another early spring, Peacock wrote to Ellicott:

Our old preserving (sic) rock borer, like the annual return of spring has once more made its appearance and is now making arrangements to prosecute his favorite object with redoubled vigor, and in full expectation of soon reaping the benefit of his long doubtful labor. ¹⁹

The ever-enterprising Ellicott asked Peacock to engage the man to look for salt on his Chautauqua County property, but Buffington transferred his search for salt to Ohio instead.

When Peacock left Batavia in 1810, he left behind a strong political organization established by Ellicott who was determined to control politics in western New York. In such a milieu, under his mentor's tutelage, Peacock developed his own political convictions. During the early years he was an ardent Jeffersonian, and when the two-party system evolved in the country, he became a Republican. Shortly after his arrival in Mayville, the Chautauquans were busy with election of the county's first full-fledged officials. This excitement was coupled with state-wide elections. Ellicott, anxious to ensure the success of his

own circle of politicians, expected Peacock to become a person of political influence in the county on their behalf. On January 29, 1811, he wrote to the barely-settled Subagent that "you are now an inhabitant of that county, you have the right to express your opinion as to the most proper character for Assembly." Ellicott approached other politically-interested settlers whom he tried to win over. The ingenious Peacock lent Ellicott support in his letters, but personally remained a cautious Republican in county politicking.²⁰

While staying out of active county politicking he was still a keen observer of all political events. Politics entered into everything; especially internal improvements. Peacock followed the 1811 county elections which he described as a lot of "mud splashing." He reported stronger remarks about the settlers' ability to govern themselves, including the opinions of some who thought that the candidates were "all fools."²¹

Peacock carefully followed the development of the municipal government and objected to actions that were to increase county expenses. One of these was the question of the division of towns in 1812. Some citizens of Canadaway, lead by Zattu Cushing, were working on separating Pomfret from the Town of Chautauqua. They had taken the issue as far as Albany. Peacock turned to David E. Evans, Ellicott's nephew, who was a member of the legislature, to exercise his influence in favor of the majority of the county, who circulated a petition to "oppose and defeat such an injurious project." Later in the year, Cushing and his advocates planned to move the newly appropriated court

house to Canadaway, or at least to organize a "half shire" there. Peacock hastily reported "all the bustle" to Ellicott, who turned to Archibald S. Clarke, senator from the district, to block Cushing's intention in Albany. Cushing, a man not easily discouraged, later petitioned that the court of justice should be held alternately in Canadaway and in "The Rapids." In his exasperation Peacock declared that the court house would have to be "built on wheels."²²

The county politicians and officials alike were very much aware of the influential Subagent's presence. They recognized Peacock's importance and his support for the county, and deemed it proper to include him in its government. In 1811 he was elected county treasurer by the supervisors, which post he held until 1821. Ellicott, always on the lookout for beneficial connections, welcomed the Subagent's appointment. In his note of congratulations on October 28, 1811, he asserted that "it may be the means of enabling you to collect town and county orders in land payments, which will save paying our taxes with cash."²³

Peacock was present at the first political meeting held in Mayville on December 23, 1812 and at the March 17, 1813 meeting in Pomfret held by the Federal Republicans who opposed the War of 1812. At this meeting Peacock was elected a delegate to represent the county at the Republican Assembly in Buffalo. In 1815, Peacock was elected county judge, an honored position which earned him a lifetime title. From then on he was called Judge Peacock, or, as many settlers affectionately referred to him, "The Judge." On June 30, 1818, he was reappointed judge by the old

Council of Appointment for Chautauqua County, and held the position until 1823. 24

Judge Peacock repaid the trust and respect which was given him by the majority of the settlers. He was an active citizen, ready to aid the development and improvement of the county. In 1812 he sent a petition to the national legislature to establish certain roads as postal routes. In 1813, through his insistence, a post office was finally opened in Mayville. He helped select trustworthy postmasters for Chautauqua and Cattaraugus counties. He was instrumental in the erection of the lighthouse at Portland Harbor for which the Holland Land Company set aside one half acre of land in 1828. In 1834, the Chautauqua Board of Supervisors appointed Peacock, with Martin Prendergast and Thomas P. Campbell, commissioners for the building and supervision of the newly approved court house. Most likely through Peacock's influence, a building contract was made with Benjamin Rathbun, known as the "Builder of Buffalo." Rathbun's estimate was far beyond the \$5,000 allocated for the project. Consequently, the Supervisors, discontented with Peacock and Prendergast, tried to remove them from the commission. The legislature, rather than permitting the Supervisors to remove the two commissioners, added two more members to the commission. Eventually, the court house was built on land donated by Peacock. Besides the court house lot Mayville received other donations from Peacock. 25

Peacock was also interested in state-wide and national political events. He deplored Congress' haphazard handling of the nation's re-

sources. Nor did he approve of President Monroe's diversion of government funds to the "embellishment of the house which he (was) to reside in." Peacock asserted that "it smells so strong of a little mind and at the same time savors so much of trans-atlantic extravagance that I as a citizen of the U.S. highly disapprove of."²⁶ Concerning the War of 1812 he wrote to Ellicott:

We shall do what we can in supporting the Republican candidates. . . . I think it is one of the most important elections that ever will be held in this state. It is for or against our country. It is—shall we suffer toryism to rise triumphant. . . . Although the arms of the United States have been very unfortunate in the last campaign, it is therefore, for that very reason we should exert ourselves the more, to gain the laurels we have lost, and to convince our enemy and the world that there is still valour and patriotism left in the American people to preserve our rights, and hand them down unimpaired to the latest posterity.²⁷

Aside from his political convictions and his loyalty to his country Peacock was a practical man who kept his private interests in proper perspective. His interest mingled with his responsibilities concerning banking problems that confronted him with a three-fold dilemma arising from his land office banking duties, his commitment to support Ellicott's banking interests, and his concern for private investments. To a large degree, the root of the problems stemmed from the undeveloped stage of American banking. Many of the regional banks that sprung up in the nineteenth century experienced financial difficulties, causing concern to the population that depended on them. Within days notes and scrips of defunct banks would become valueless. When Peacock received payments in scrips or notes at the land office he had to be aware of their fluctuating value. Therefore, he followed the currency market

closely and coordinated the fluctuations which required a multitude of letters between the administrative offices of the Company and the banks. In addition, there were other petty internal irritations, such as payments with counterfeit bills, or incorrectly counted cash which complicated land office banking.²⁸

Much more severe consequences resulted from Peacock's connection with the ill-fated Bank of Niagara in Buffalo, organized in 1816 to serve the population in western New York and, not least, the Holland Land Company. Both Ellicott and Peacock had been involved as stock holders and managerial executives since the bank's inception. Ellicott's conflicting political affiliation, and his critical attitude toward the management of the bank forced him to resign as President in 1818. Peacock, who remained a member of the Board, kept Ellicott's injured spirit under control by reporting on the Board's operation and the impropriety of the directors, some of whom at one time resorted to fisticuffs. Peacock was astonished how some directors were "triffling with" other men's money when they withdrew large sums. Further friction was created between the bank and Peacock when a member of the Board accused another of accepting a bribe from Peacock. The constant disputes among the bank officials spread to a large number of Buffalo citizens. On one occasion Peacock remarked that "nothing short of a total removal of the inhabitants from that place (would) restore peace and quietness." When, in 1819, the bank came close to failure people were concerned about losing their investment. Concerning his own investment Peacock expressed his usual attitude of resignation, stating that he did

not particularly like the idea of losing his money "but where there is no remedy it is a crime to complain."²⁹

Peacock was angered when certain banking executives and other Buffalonians made deviously designed accusations against the Resident Agent and published a "malicious attack" in the Buffalo newspaper. First he consoled his friend, and superior, then professed: "What them infernal wretches are aiming at, or what the object with them can be, I cannot divine!"³⁰ However, the upcoming events proved that Ellicott's position as Resident Agent of the Holland Land Company was no longer secure.

In many ways, Ellicott brought his downfall upon himself. His sometimes irrational support of the interest of the alien Dutch Company irritated the political leaders of western New York, who felt manipulated by Ellicott's favoritism-oriented politicking. Ellicott's blunt personality, void of diplomacy in his business and social dealings, contributed to further alienation from his early supporters. In addition, his deteriorating mental health and emotional instability made the handling of his relationships difficult. Busti, under pressure by Ellicott's enemies, realized that at least to some degree Ellicott was the victim of party politics. Although Busti respected the Resident Agent's role in the opening and the development of the Genesee Purchase, to avoid further damage to the endangered interests of the Holland Land Company, he suggested on April 9, 1821, that Ellicott give in his "demission." Ellicott, angered that Busti had not given him a chance to defend himself, in May he answered the Agent General in a lengthy, bit-

ter letter. At the same time he wrote to Peacock, that the "unmerited persecutions" shattered his nerves to such a degree that they were "incompetent to the performance of their various functions." He also accused his enemies of making an instrument of "poor old Busti," and declared that he would wait until the Agent General dismissed him. Nevertheless, Ellicott resigned effective October 26, 1821. ³¹

Perhaps to spite the Holland Land Company, or to continue his connection with the region which he developed from a wilderness, Ellicott had planned to purchase the Company's unsold land. During the summer of 1821 he tried to interest several of his relatives and some of his capitalist friends in Maryland to enter into business with him. In an attempt to cooperate with Ellicott, Busti offered him a price of sixty cents per acre for unsold land. It was suspected by Jacob Otto, who replaced Ellicott, that Peacock would have joined the latter as partner, if an agreement was reached; that Peacock then would have left the Company. It would not have been the first time that Ellicott induced Peacock to participate in his land speculations. During 1810-1820 he sold parts of Ellicott's 3,000 acres privately-owned land in Chautauqua County, in the town of Ripley. On another occasion when Ellicott was buying some Ontario shore land he suggested that Peacock purchase some for himself. Peacock, a careful buyer, turned down Ellicott's offer. Ultimately, Ellicott was unable to raise the necessary capital to purchase more than one million acres of land from the Holland Land Company. During the summer of 1821, the disillusioned Ellicott traveled extensively on the Holland Purchase and elsewhere. Peacock accompanied his

friend on journeys to the South, and to New York City. He also invited the disoriented Ellicott to spend several weeks with his family in Mayville. ³² For the rest of Ellicott's life Peacock kept in close touch with his confused and embittered mentor, to whom he was indebted for the development of his career.

In 1821 Ellicott's relationship with Peacock that had begun in 1803 came to an end. This 18-year period included Peacock's surveying activities that constituted a major part of his contribution to the improvement of the western New York region. These surveying activities, carried out exclusively under the directorship of Joseph Ellicott, will be the subject of the next chapter.

CHAPTER V

WILLIAM PEACOCK: SURVEYOR ENGINEER

After William Peacock became the first Holland Land Company Subagent he did not completely abandon surveying, by which he had largely earned his promotion. Throughout the Ellicott administration he performed a wide variety of surveying assignments. In Chautauqua County he was responsible for surveying lots within the townships, laying out the village of Mayville, and developing Portland Harbor. In Cattaraugus County he was assigned similar responsibilities. In the rest of the Holland Purchase he was called on by Ellicott to perform numerous other surveying assignments. An outstanding accomplishment was his survey of the proposed southern route of the Erie Canal in 1816. Another important project was completed by Peacock in 1818, when he was appointed Commissioner to survey the Buffalo Harbor for the final placement of the Canal Terminal. These two surveys earned "surveyor engineer" Peacock a prominent and lasting place in the history of western New York.

Surveying in the Chautauqua-Cattaraugus Region

In Chautauqua County, Peacock was the surveyor and overseer of the surveying of townships and lot divisions required for land contracts. He occasionally hired surveyors for the job, but they were not always available. Furthermore, Ellicott was reluctant to allocate special funds for surveying on the Purchase unless land sales warranted it, although he expected Peacock to survey Ellicott's property. Throughout

the years Peacock corrected a large number of surveying errors in contracted for, and about-to-be sold plots. He discovered ponds and creeks in the towns of present-day Westfield, Ellington and Villenova which had been omitted from the earlier maps. In 1816 Peacock completed levelling the land between Chautauqua Lake and Lake Erie. This tedious job took Peacock weeks of cutting through dense woods of cedar and wading through swamps, carrying theodolite, chains and other surveying tools. Peacock prepared a map of the new-found "remarkable facts" for the Batavia Land Office. During the same year he divided the earlier laid out inner lots in Mayville into smaller, half-acre pieces, and the outer lots into somewhat larger parcels. For this, and a series of other surveys in the county, Peacock always prepared the necessary maps, most of which have been preserved in the Holland Land Company manuscript map collection.¹

Also in 1816 Peacock laid out the town lots in Ellicottville, the early seat of Cattaraugus County. During the decade he often visited this county to investigate road conditions, or escort visitors at Ellicott's request. He wrote compassionately of that "rough elevated county, where the houses along the roadside looked like forlorn shells." Only the mills, roads, and bridges that were built by the Company were found to be impressive. He pleaded with the Resident Agent that Cattaraugus needed all the aid it could get for improvement. He explained that the county was excluded from "the privileges and influence of the great western lakes which were so beneficial for commercial and agricultural development."²

Portland Harbor Development

The importance of the harbor on Lake Erie at the northern end of Portage Road, was recognized early by the Holland Land Company administration. During the first decade of the nineteenth century, while the land was contracted to John McMahan, there was talk about developments to improve the harbor to aid the active salt trade and the shipment of other merchandise through the county by water and by land. After the annulment of the McMahan contract and the opening of the subagency in the county, the harbor slowly received a series of improvements.

In 1810, when Peacock arrived in Mayville, Ellicott wasted no time in instructing his Subagent to reserve some of the best harbor water lots, as he had plans that were being discussed with the Agent General. In response, Peacock warned Ellicott that several settlers were holding McMahan contracts for water lots with houses built on them, and they were anxious to secure them through Company Articles of Agreements. Two men were building boats, and there was a strong interest among the settlers in developing the harbor. Ellicott, not letting his plan slip away from him, consented to dispose of some lots, but ordered Peacock not to sell the Point or any other water lots. He also set restrictions on the purchase of other lots in the vicinity. He assigned a price of \$150.00 on the main lots, \$100.00 on other lots with half of that amount to be paid at the time of the contract. The houses were to be of shaved logs, frame, stone, or brick on not less than 18x24 foot foundations. They had to be built within twelve months and the families were to reside on the lot for not less than three years. These were severe re-

restrictions which Ellicott hoped would promote the sale of lots to financially able individuals, who could keep the water front in prime condition. It was his method of assuring a grand future for the harbor.

On June 1, 1811, Peacock surveyed the "harbor bottom" which turned out to be smaller than first judged. He laid out the water lots and suggested to Ellicott that they should be sold to businessmen, who would build stores with wharfs behind them that would be accessible by boat. Peacock further wrote to Ellicott that one trustworthy settler, who was already building a boat, was eager to purchase a water lot for such a purpose. Another settler, Samuel Wilkinson (also known as Wilkeson), was also in the process of negotiating for a choice water lot, although he refused to agree to any kind of improvement policy until he received a deed which, however, could not be issued until he paid for the selected land.

Peacock carried out the survey of the harbor with meticulous care, including a double road for convenient passing. He submitted his survey report, with accompanying maps, to the Resident Agent. Ellicott, in his response to Peacock, made it clear that he was impressed with the Subagent's report, writing that "the plan you have made, and the manner you proposed to sell the water lots at Portland I think cannot be bettered. It meets my idea exactly. The price of them I shall leave to you." Ellicott in the same letter proposed that the first and second person who erected a wharf or a dock and a warehouse during the following season should have the land free. Peacock was pleased with this unexpected benevolence on behalf of the settlers, and reassured Ellicott

that he would not allow anyone to claim any part of the offered land until the required improvements were made.

By 1819 the harbor was in use although a sand bar obstructed easy access to the shore. Peacock turned to Ellicott for financial aid to improve the condition. Ellicott, knowing that the project was important, allocated \$1,200.00 to \$1,500.00 payable mainly in land. On February 15, 1819, he wrote to Peacock, that he expected the new pier to be a "pleasing spectacle of business and produce on the minds of the people sensations that will encourage improvements not only in the respective villages, but gladden the hearts of the community." Ellicott also believed that the pier would provide an "indispensable convenience" for the revived salt trade from Onondaga to Pittsburgh. Therefore, it would not only benefit the connecting villages, but the "whole country."

Two weeks after Peacock requested financial assistance from the Resident Agent he started construction of the pier. He and the settlers worked through the summer, with Peacock spending all his free time at the harbor. By spring 1820, all improvements were completed for \$40.00 less than the allocated \$1,500. The Subagent, who by then was an expert on harbor development, considered the Portland Harbor pier well built and strong. It allowed into the harbor medium-size vessels that navigated Lake Erie. A pier for larger vessels would have cost twice the amount. Even so, the new pier opened the way for more extensive use of the harbor for shipping, and it provided the basis for further improvements. It also lured businessmen into the area which greatly aided the development of the county.

In 1823, a Pennsylvania settler decided to purchase forty feet of land alongside the pier to erect a storehouse. He promised to gravel the pier and build a road passable by a team. In a letter to Jacob Otto, Peacock was highly supportive of the road, although he suggested that the settler be charged \$40.00 for the parcel of land instead of the offered \$25.00, as the improved harbor increased the value of the land.

On April 20, 1825, the New York State legislature passed the Omnibus Canal Act authorizing the Canal Commissioners to examine, survey, and estimate the cost of other eligible routes for navigable ways. Among the proposals, a canal from Portland to the head of Chautauqua Lake was listed. In 1828, the United States government became interested in the improvement of the Buffalo, Dunkirk, and Portland Harbors. On July 28, 1828 a petition signed by Peacock was sent to the government for erecting a lighthouse in Portland Harbor. In the same year Thomas B. Campbell, a Portland resident, asked the region's congressman to request a grant to build a new harbor breakwater. Peacock lent strong support on behalf of the "worthy and sincere," Campbell, asking David E. Evans, then Resident Agent, to reimburse Campbell's travel expenses to Washington, DC. An important date in the history of the harbor was 1829 when the first steamboat started its regular service between Portland and Buffalo.

The 1830's had brought new developments in the history of Portland Harbor. In 1830 the county was awarded \$35,000 by Congress for harbor improvements to be paid in three yearly installments. In July, 1830 further improvements, involving the use of natural gas, assured the

safety of the harbor. The natural gas was carried in pipes about three-fourths of a mile into an apparatus, invented by a Mr. Hart, which when lit, produced a harbor light. Peacock wrote the Resident Agent that when Mr. Campbell with other citizens "put fire to it" on July 4th, it made a "most brilliant light." The use of natural gas for the illumination of the lighthouse was a great curiosity, unique in the entire United States.

Government support permitted the necessary improvement of the deteriorating harbor, but apparently the breakwater was not sufficiently strengthened and eventually it collapsed. On November 12, 1835 Peacock sent a sad report to David E. Evans about a fierce storm in which "all the storehouses (except one) at Portland were taken off together with a large amount of goods in them and two men drowned." A final attempt to rebuild the storm-swept harbor was made by a group of wealthy speculators from Fredonia in 1836-1837. However, it was soon abandoned as the decision was made that the waters were too shallow for a safe harbor. Thus ended the short epoch of Portland Harbor, covering the years of William Peacock's tenure as Holland Land Company Subagent and early developer of the harbor. ³

Buffalo Area Surveys

William Peacock's various surveying tasks beyond the limits of the county were delegated by Ellicott because he found "no other person to accomplish" them. Some of these assignments were to satisfy Ellicott's personal needs, others were to advance state-wide projects. During the summer of 1815 Peacock surveyed a village on Great Valley Creek in Range

Six, Township four. On July 22, 1816 Ellicott ordered Peacock to Batavia "as soon as convenient," to place monuments at the corners of the square in Buffalo, and resurvey that part of the village. However, instead, Ellicott sent Peacock to survey the Tonawanda Swamp and the proposed southern route of the Erie Canal. The survey of the inner lots of Buffalo and the laying of the corner-stones was postponed until the summer of 1817, when Peacock prepared some maps to correct earlier surveying errors. In the spring of 1818 Peacock was quite ill, but he accepted Governor DeWitt Clinton's appointment to survey the Buffalo Harbor. The summer of 1819 found Peacock travelling between Cattaraugus, Batavia, and Buffalo completing other assignments by Ellicott who was "tired of projects." In 1820 Peacock surveyed Ellicott's Ridge Road property because the owner heard that "it was a great eye sore to the Jacobins of the Country." Originally Ellicott had expected his brother Benjamin to survey that property, but acknowledged "that nothing will ever be done if it is to be done by (Benjamin) unless some other person goes along."⁴ Therefore, the conveniently available, and agreeable Peacock, who possessed the required skills, was once more chosen to complete that project. Of these assignments the routing of the proposed southern Erie Canal and the Buffalo Harbor surveys were most important.

The Erie Canal and William Peacock

October 26, 1825, the opening of the Erie Canal, marked the culmination of many years of careful planning, legislative appropriations,

hard labor, and occasional conflicts. On behalf of the Holland Land Company, Joseph Ellicott and William Peacock contributed their fair share toward the day of celebration. The completed canal, connecting the waterway from Buffalo with New York, was over 360 miles long, 40 feet bank to bank, and four feet deep, and cost \$7,143,789. Construction of canals was not new in the United States. European canals were well-known and inland navigation after the Revolutionary War was widespread. The Holland Land Company owners had made some fruitless investments in several earlier projects. Thus when Joshua Forman, a member of the State Assembly from Onondaga County, introduced a resolution on canal construction to the legislature in 1808, the Holland Land Company was also consulted. Samuel DeWitt, state Surveyor General, on June 13, 1808, asked Joseph Ellicott about the feasibility of a canal. Ellicott discussed the situation with Busti, and then, in a lengthy answer, assured DeWitt that the project would be most beneficial to the public. At the same time he suggested three possible routes, complete with expense estimates. DeWitt contracted with James Geddes, surveyor, to investigate and survey these routes. DeWitt's final report was submitted to the state legislature, which authorized further investigation and the selection of a final route. A Board of Commissioners was appointed, the legislature's assignment was completed and a final report was submitted to the legislature in 1810. This resulted in the first Canal Law in April 1811.⁵

During this period Jesse Hawley, a Geneva merchant, was contemplating an overland canal route that also would connect Lake Erie with

the Hudson. He had discussed the idea with a number of people over a period of years. Among them were James Geddes, Samuel Dewitt, and Erastus Granger. While Hawley was in the Canandaigua prison because of indebtedness William Peacock visited him. The depressed Hawley mentioned his idea of a canal to Peacock who urged Hawley to study the plan for the "diversion of the mind from its afflictions." Peacock then helped Hawley to mark out the canal's route from the Genesee River to Lake Erie on a map. Later, Hawley published a series of fourteen articles under the signature of "Hercules" in the local Genesee Messenger in which he outlined the route and estimated a cost of six million dollars. His plan sketched the final canal route with scientific accuracy and his estimate came close to its actual cost. Hawley sent a set of the articles to Peacock in Batavia who shared them with Ellicott. According to Hawley, Ellicott took up the issue and perhaps used the articles in lobbying for a canal which may have prompted the Forman resolution. Hawley never received much recognition for his pioneer study. On March 10, 1838 he wrote Peacock seeking to determine the true sequence of events that would give proof of his contribution, and to set the historical record straight, for accurate historical preservation.⁶

The state legislature's first major step toward the construction of a canal was followed by five difficult years. During these years the Holland Land Company attempted to route as much as possible the proposed canal on its own property. To achieve that, Busti offered some land to the state, although he doubted whether the canal would be finished. Ellicott devoted much time to the canal project and in April 1816 he was

appointed a member of a new canal commission. The duties of the new commissioners included finalization of the most practical route, complete with survey reports, expense calculations, sources of funds and land donations. The commissioners presented their report to the legislature in February 1817. After lengthy discussions and disputes another canal bill was passed on April 15, 1817. The ground for the middle portion of the canal was broken by Rome, New York on July 4, 1817. Construction on the western portion commenced on July 4, 1820.⁷

Peacock was kept well-informed about the progress of the canal planning by his friends in Buffalo, by the newspapers, and by Ellicott's regular reports. When citizens of New York indicated their support in a "Memorial" submitted in January 1816, Governor DeWitt Clinton asked Ellicott to gather similar support from the western part of the state. Ellicott turned to Peacock to supply him with a "Memorial" from the Chautauqua region. Peacock promptly complied by calling a meeting in Mayville where a committee was appointed to draw up a "Memorial" and circulate it for signatures in the county. By March the "Chautauqua Canal Memorial" was forwarded to the legislature by Ellicott, who declared that "it is an excellent Memorial both as to matter and composition far superior to the Buffalo Memorial. It is a credit to your village." Peacock himself had high hopes for the canal and lauded the legislature's "unison with the great body of their fellow citizens in adopting measures and applying the means to carry into effect that noble work."⁸ Little did he suspect that by summer he would be conducting an

exploration and later a survey of the southern route of the proposed canal.

Peacock's Survey and Progress Reports

By early August of 1816 Peacock was out in the field near Palmyra, levelling and marking the southern canal route as requested by Ellicott. Peacock encountered a serious problem at the outset. A screw was lost from his levelling instrument, which made him question the accuracy of his level. As he advanced toward the Tonawanda Creek he found that some of the heights earlier assumed by Ellicott proved to be different. This prompted Peacock to make slight alterations in the plan in order to insure that the water supply level of the connecting ponds and creeks would be above the canal level. Meanwhile, James Geddes, surveyor of the proposed northern canal route, reported contradictory level measurements of the creek area. Peacock's observation of Geddes' level report was the following:

I presume William Geddes is only looking at the country and intends at some future period to take a true level of it because if he is carrying the level of Genesee River or of any other given point, he must take time to do it in.

In October Peacock spent a week measuring the depth and the velocity of Tonawanda Creek at different places with different results. To avoid this irregularity and to gain a uniform depth he "scraped out" the bottom of the creek in one section and placed flat stones across the bed. On October 26, 1816 when Ellicott reported on his "Engineer's" surveying progress to Samuel Young of the Canal Commission, he proudly stated that his engineer's "level and work will bear the test of scru-

tiny and will be found faithful, precise and such as to deserve the public confidence." Initially, Ellicott did not mention the name of the engineer who supplied him with the remarkable data of which he had made such good use. Later, when he submitted another intermediary report to DeWitt Clinton on the levelling of Tonawanda Creek, he did give credit to "engineer" Peacock.

Peacock spent approximately four months in deep woods and swamps marking and surveying the southern path of the canal, mostly alone, although he was supposed to be helped by Andrew A. Ellicott, and Benjamin Ellicott. Upon his return he prepared his written report with maps and a financial estimate of \$4,571,813, which was \$310,925 less than the northern route cost estimated by Geddes. Then he returned to Mayville to attend the neglected land office. Peacock's field notes, observations, and other reports submitted to his superior greatly aided Ellicott in the preparation of the comprehensive REPORT, dated January 1817. This REPORT, sent with a cover letter to DeWitt Clinton, stated that Ellicott "employed William Peacock and Andrew A. Ellicott Esquires, the former engineer, and the latter surveyor" to perform the necessary field work. Ellicott had also prepared a surveying expense list which was sent to Clinton for reimbursement. When Ellicott suggested to Peacock that he would be compensated for services rendered to the state, Peacock rejected the offer saying that "for although I may be fond of money, nevertheless there are other things I prize higher than that." No written record was found of Ellicott's satisfaction with Peacock's accomplishments. However, Ellicott admitted in a letter to his

nephew, who attended the Mayville Land Office during Peacock's absence, that the Subagent had effected what Ellicott "never supposed he would accomplish." ⁹

Back in Mayville Peacock was quietly waiting for legislative action on the construction of the western portion of the canal. On March 2, 1817 he broke his silence by declaring to Ellicott that "I am apprehensive nothing will be done to effect that object. If the subject of the canal was a hobbyhorse for a few to ride into office upon, the thing will be very near worn out by spring." Ellicott tried to pacify the impatient Peacock writing him that the report of the Canal Commission to the legislature had been received, and that it was very precise. He added that Peacock's name as "engineer stands in a conspicuous part of the report." When Ellicott recapitulated the canal developments in a report to Busti he confessed that he had used the Mayville Subagent to survey the southern route of the canal. He justified his selection of Peacock in that there was "not any other person of my acquaintance possessing sufficient scientific skill in this part of the country capable of accomplishing it with the necessary accuracy." Ellicott also added that although Peacock did not perform duties at his office, he was performing others equally profitable to the Company. ¹⁰

The legislature delayed approval of the western portion of the Canal until 1820. The Canal Commissioners made several changes in the routing of the canal. The final decision favored the northern route because the summit level was below the surface of Lake Erie. That permitted an easy supply of water all the way to the Genesee River. To

assure ultimate accuracy the final route was re-surveyed by David Thomas, a renowned canal engineer. 11

The surveys of James Geddes and William Peacock were unquestionably major contributions to the evolution of the path of the canal. Their pioneering efforts to determine the first major transportation artery, through the wilderness to New York City, earned them a prominent place in the navigation history of the state. James Geddes was granted first place, because he was a surveyor engineer by profession, and because his name was connected with the chosen northern route. William Peacock's scientific skills and his unrelenting efforts, to complete an assignment that was only a sideline to his daily Company duties should have earned him an equal place in the history of western New York.

Buffalo Harbor and William Peacock

The placement of the canal terminal was another major concern of people of western New York. One group of citizens wanted the terminal at Black Rock. Buffalonians were convinced that their city provided a safer harbor and that would be more beneficial to commerce. There were enough powerful politicians and enterprising businessmen to fuel the arguments on both sides and delay final decision for several years. William Peacock became the key person in determining the site of the canal's terminus. However, Peacock managed to stay out of the political battle although the Buffalonians made every effort to bring him into it. Peacock's view of the controversy expressed in a letter to Ellicott:

It is impossible to know how to find the men in Buffalo because you will hear them abusing and vilifying each other today, and tomorrow see them uniting themselves together in order to effect great national objects. Such things may appear very laudable and praiseworthy at a distance, but to those who know better it is really contemptible.¹²

Work towards a safe harbor at the mouth of Buffalo Creek, which was to connect the Erie Canal with Lake Erie, started in 1816. It was necessary to eliminate the sand bar that had accumulated at the mouth of the creek for many years. A group of Buffalo citizens, at public meeting on January 20, 1816, passed a resolution to improve the harbor. Then they turned to the Holland Land Company Resident Agent for financial aid. Ellicott gave them some helpful suggestions but declined "further cooperation." In February 1817 the Buffalonians asked the legislature to provide financial aid to prepare the mouth of the creek for a safe harbor. The legislature considered the request, formed a select committee in 1818 and asked Charles Townsend to obtain from William Peacock maps, reports, and cost estimate of the harbor improvements from surveys he had made in August 1817. Independent of their request, state senator, Jediah Prendergast asked Peacock to supply the legislature with the survey information in order to aid them in their decision for a possible grant. Peacock submitted the available records through Ellicott. Meanwhile, the legislature requested Governor DeWitt Clinton to "appoint a fit and proper person" to examine the harbor situation. Clinton turned to Ellicott for the recommendation of a suitable surveyor, who would be paid \$3.00 per day. Ellicott submitted Peacock's name. In a letter of acceptance, Clinton complimented Ellicott on his selection of Peacock whom he thought was "so well qualified and so meritorious."¹³

Commissioner William Peacock's official appointment was dated June 18, 1818 and it was signed by Governor DeWitt Clinton. He was commissioned to examine and survey the outlet of Buffalo Creek, submit a plan complete with cost estimates, and perform other duties necessary for "an act relative to the Harbor of Buffalo Creek in the County of Niagara, passed 19th April, 1818." Ellicott notified Peacock of his new assignment with an apology, saying that "I am sensible you will not thank me for recommending you to his Excellency, but knowing not any one as suitable as yourself I was induced to name you." Peacock could have used a lengthy bout with pleurisy as an excuse to decline yet another strenuous assignment. Instead, he accepted the appointment and in his answer to Ellicott made it clear that as an employee he would follow Ellicott's instructions. He planned to "cheerfully perform" the service and hoped that he would not disappoint Ellicott. ¹⁴

The Buffalonians, wasting no time in gathering forces to guarantee that Peacock's appointment would be beneficial to their interests, quickly organized a committee to approach him. Forewarned by Ellicott, Peacock stated: "In regard to the committee they have appointed to confer with me on the subject of the harbour; I have no power to associate myself with any committee. I will have very little to say to them, and attend to the business assigned to me with diligence." The Buffalo Committee in a letter of September 7, 1818 urged Peacock to accept his important appointment, and start it without delay. In addition, they offered their services in any useful manner. ¹⁵

William Peacock surveyed the harbor area in the fall of 1818. He also studied the soil of Buffalo Creek and the lake basin, applying his skill and scientific knowledge of soil behavior and the natural forces of water power. In his report to the legislature, he explained that on the heavy clay soil of the bottom vast quantities of sand and gravel accumulated and obstructed easy entrance to the mouth of the creek which caused varying water depths. The changing currents between heavy floods and sluggish periods were not sufficiently powerful to completely dislodge these alluvial deposits. Therefore, in order to provide a safe entrance for ships, Peacock suggested the construction of a pier, either of stone or wood, for which he enclosed separate expense estimates. He preferred a stone pier that could be built from nearby materials with manual labor. Peacock transferred the technical statements and scientific observations carefully onto a map of the harbor, and the specific points were marked in a color code which became an integral part of his report. Peacock also stressed that the improved harbor at Buffalo was suitable and proper for the placing of the terminus. In his opinion, Buffalo was the obvious key to open the "most stupendous path of navigation" extending "commerce to over 2,000 miles" thus giving "spring and impulse to the agriculture" of the western part of the state. In closing, Peacock referred to the "necessity of the speedy accomplishment of an object which promises so many results of incalculable public benefit." 16

Peacock forwarded the report to Ellicott for his examination before it was sent to the legislature. In his accompanying letter he expressed

his usual feeling of self-doubt, stating that he may have omitted many things that should have been mentioned. At the same time he hoped that he had given the legislature a full and plain statement. Answering Peacock, Ellicott made it clear that he did not approve of a pier, although he admired the fact that Peacock's construction plan was free of "new schemes and new projects;" he also preferred simple manual labor that required the least amount of "head work." At the same time, Ellicott directed Peacock to calculate how many tons of rocks would be necessary for the pier construction and asked Peacock to supply him with a cost estimate for building an appropriate vessel to transport the stones to the mouth of the creek. ¹⁷

In defense of his projected plan Peacock wrote to Ellicott on February 23, 1819 reminding the Resident Agent that:

You have always impressed upon my mind the idea that in kinds of projects where the result may be doubtful, to adopt such a one as has been already tried. In reading history of the country around the mediterranean, we find that almost all the harbours on the Northern shore of that sea is formed in that manner, and as such formations of stone answer the purpose there, may they most likewise answer as valuable a purpose on the shores of Lake Erie. We have indeed something of the kind at Portland and from the observations I made on that stoney point in 1809, I cannot discover the water of the Lake has had any influence on it, as it lays ¹⁸ in the same position now that it was at that period of time.

Then Peacock gave the exact specifications for building a stone-carrying vessel, including the choice of material to be used, the density of the wood at certain pressure points, the cost of the material, and the number of manpower hours and wages that would be necessary to build it.

When William Peacock's REPORT ON THE BUFFALO HARBOR, dated January, 1819, was received in Albany, the description of the obstacles caused by

the alluvial deposits created considerable alarm among the Buffalo terminus supporters, as they felt that the stated difficulty might defeat their goal. As expected, the Black Rock opposition took the REPORT as proof of their position. The Buffalo committee assigned Herman B. Potter to ask Peacock officially if he could have made a mistake in his assumptions. Potter asserted that it was generally believed that the creek did not carry alluvial earth, and that if it did, the current was always strong enough to carry the deposits into the lake. The Buffalonians, fearful of losing the terminus to the Black Rock residents, applied to the legislature for \$1,500 to erect a safe harbor by the creek. They also renewed their request to the Holland Land Company which responded with a \$3,500 provisional offer. In the midst of all these complications Peacock expressed his fear to Ellicott that the legislature would not appropriate the requested money, which would open the way to the influential Black Rock opponents. At the same time he firmly stood by the correctness of his scientific observations. On April 7, 1819 an Act authorizing a \$1,200 loan to the Buffalo Harbor Corporation to erect a harbor at the mouth of the Buffalo Creek was passed. 19

The confusion and controversy failed to subside after the legislature lent support for the development of Buffalo Harbor and pressures from both sides forced further surveys. David Thomas, civil engineer, along with other surveyors, resurveyed the Buffalo and the Black Rock Harbors. Thomas' final report, submitted to the legislature on February 20, 1820, supported Peacock's survey. He made specific reference to the

fact that, indeed, the sluggish stream of the creek was unable to clear the obstruction of sand deposits by the mouth of the creek. However, the simple and sufficient remedy of constructing a pier, as suggested by Peacock, would solve that problem. ²⁰

After Thomas had affirmed Peacock's view of the feasibility of a safe harbor at Buffalo, it still took two years for the legislature to finalize its decision. Meanwhile, the citizens of Buffalo, desperate to build their harbor, took up a subscription for the funds necessary to erect a pier. People donated whatever they could; wood, shoes, food, labor, among other things. The Holland Land Company was again approached by a number of supporters for financial aid, but at this time the Agent General did not respond with a definite offer. Simultaneously, the Black Rock group was gathering its forces. They seemed to have gained in strength when a new survey by James Geddes was well received. The panic-stricken Buffalonians begged Peacock to assist them by making a "correct survey" of both harbors. In a strong letter dated January 9, 1822, they pleaded "we fear nothing will be done unless you come." They added: "Unless you feel prepared to submit to the termination of the canal at Black Rock we must rely on your coming down."²¹

The last call before ultimate approval of the placement of the harbor, was made to Peacock in the spring of 1823. At this time, the question of adequate water supply to the canal through Buffalo Creek had to be verified. Peacock took an unusually strong stand, announcing that "the only thing necessary for a permanent supply of water in the canal is to make the Erie the Reservoir—and I do believe that nature never

formed a more complete one, and one on a more grander scale." Therefore, he continued, the only necessary step was to extend the canal to Buffalo Creek. ²² This verdict may have influenced the final placement of the terminal at Buffalo Harbor.

In Buffalo, the actual work on the harbor, at the bend of Little Buffalo Creek, close to the spot originally designated by William Peacock, started on April 9, 1823. Although Peacock's name is always mentioned in connection with the Buffalo Harbor, as first surveyed by him "gratis," it is David Thomas who has been credited with finalizing the location of the terminal. The Holland Land Company Subagent remained a canal- and harbor-watcher throughout the years until both constructions were completed.

To the 1825 celebration of the opening of the Erie Canal Joseph Ellicott, the former Resident Agent, and Jacob Otto, current Resident Agent of the Holland Land Company, were invited. So was Jesse Hawley, among throngs of other people. William Peacock, despite his surveys of the Erie Canal and Buffalo Harbor, celebrated the occasion in Mayville, where he was an ordinary member of the procession on the public square. At the festive dinner he joined those who raised their glasses to honor the rare event, with the following toast:

The Grand Erie Canal—the stream of gold for New York; projected by patriots, supported by wisdom, completed by free men, and a practical demonstration to despotic governments, of the spirit and enterprise of a great people. ²³

If anyone mentioned William Peacock's contribution, if anyone gave him any of the credit during the illustrious festivity, it has not been noted for posterity.

Completion of the Erie Canal greatly improved the economy of western New York and, in many ways, of Chautauqua County. It opened a market for the settlers' produce and increased the variety and reduced the cost of the merchandise needed in their everyday lives. By working on the construction of the canal, farmers were able to reduce their debts to the Holland Land Company. The Company benefited from the project in several other ways. Their land donations reduced the taxes on hard-to-sell poor land, the Canal Act of 1817 suspended the levied taxes, and the price of land in the vicinity of the canal route increased considerably. The Buffalo lots sold quickly in the early 1820s at increasing prices. 24

For William Peacock, August 19, 1826, when Joseph Ellicott took his own life, was a tragic date. It marked the termination of the intricately structured friendship, in which Peacock's skill as a surveyor had played a crucial role. It also marked a change of direction in Peacock's role as a land agent which he accepted with quiet resignation. The two men had worked well together. Ellicott, as planner, developed, delegated, and coordinated projects. Peacock, carried out instructions, aided by his skill and knowledge. He seemed to be satisfied to remain in the shadow of his superior. The relationship resembled that of father and son. Peacock always respected and supported Ellicott, and never ceased to recognize Ellicott's role in shaping his career, that

provided him with plenty benefits. Without a mentor such as Joseph Ellicott, Peacock might have fallen into the drudgery of routine frontier life where opportunities were not abundant. He best expressed his admiration of Ellicott in a posthumous eulogy stating that:

"a better man than Joseph Ellicott never lived. . . . He was one of nature's great men. . . . I can say as I knew him well for many years, that he was an extraordinary, great and good man." 25

CHAPTER VI

THE MAYVILLE LAND AGENT UNDER JACOB OTTO'S AGENCY, 1821-1827

Jacob Otto, a Philadelphia lawyer and a good friend of Paul Busti succeeded Joseph Ellicott in the Batavia Land Office. Busti selected Otto because he had no previous connection with New York State politics, therefore he could be impartial on behalf of the Company. The new Resident Agent entered into service on October 25, 1821. The commencement of Otto's appointment marked a sharp change in the relationship between the new Resident Agent and the employees of the Company. It likewise marked a change of attitude toward the settlers, and the further development of settlements.

Otto's administration inaugurated a relatively peaceful period on the developing frontier, which was partly achieved by his total detachment from state politics. Furthermore, the settlers were somewhat pacified by more lenient contract renewals with discounted prices. Payment in kind was introduced on a wider scale for payment on interest. This was also an era of renewed wholesale purchases. On the other hand, this period was marred by a rigorous irrational, therefore ineffective, method of collecting debts. Otto, inexperienced in land sales management on a developing frontier, could not comprehend the problems inherent in the settlers' inability to liquidate their land debts. His inexperience was coupled with antagonism toward the previous administration, blaming it for mismanagement of the Company's interests and for neglecting the collection of debts. He erroneously estimated that he

would soon be able to sell the large amount of unsold land and liquidate the debts. In order to enforce payments to lower the accumulated outstanding debits, Otto resorted to ejectments and ejectment suits that resulted in further resentment toward the Holland Land Company.

A few months after Otto had taken office he submitted his first Annual Report. In the introduction he outlined his observations on the status of land sales, and pointed out that the average price of land per acre was \$3.40 in 1821, high in comparison to land prices elsewhere in the country. He suggested that in order to sell the remaining one-and-a-half million acres of land quickly, the price per acre should be reduced to an average of \$1.50. Otto could not reconcile himself to the large amount of outstanding debts and observed that the "indulgence granted to debtors" had been abused by them. In his opinion, a large percentage of well-established settlers were prosperous enough to meet their debts. To prove his point he proposed that Company agents should visit the delinquent homesteads and assess their improvements. Furthermore, Otto reassured the Agent General that in the future, in the land offices, all incidental expenses and unnecessary improvements would diminish and only expenses essential to the conduct of business be allowed. This new system, he stated, would eliminate much of the unreasonably heavy expenditures of the past administration. ¹ During Otto's tenure as Resident Agent the validity of his projections were tested and found wanting.

Early Relationship Between Otto and Peacock

In his private letters of this early period, Otto severely criticized Ellicott's administration and many of the Company employees for various reasons. Otto particularly disliked Peacock, simply because of his friendship with Ellicott. Otto charged Peacock with sabotaging the general sales of land in Chautauqua County. He suspected that Peacock would only sell a few town lots to himself and other subagents at low purchase prices rather than encourage purchase by settlers. Otto asserted that this restrictive practice had already made Peacock "a man of fortune." Otto likewise objected that Peacock's salary was too high. In addition, he disapproved of the Subagent's lengthy absences, not realizing that during the summer of 1821 Peacock had accompanied Ellicott, who was still employed by the Company in a supervisory capacity over Peacock. Peacock's earlier absences, according to existing documentation, were spent in surveying assignments which, on one occasion, included the surveying of the Agent General's private property. Peacock's personal absences from office duties, as far as can be determined, were never of any great length of time during Ellicott's administration. During the winter of 1821 he spent perhaps two months in the South with Ellicott. Otto had given him permission for that request, because, he wrote to Busti, Peacock "would have taken the time" even if he had not allowed him to do so. Otto had similarly censured the activities of other subagents. He questioned Benjamin Evans' family relationship with Peacock, and did not want him in the Mayville Land Office. Evans, Ellicott's nephew, had worked in the Batavia Land Office

before he became a clerk in Mayville, and received \$1,100 annual salary, which Otto considered "an outrage upon common honesty." Otto felt certain that the young man's performance was not worth more than \$200.²

Busti, who was well acquainted with Peacock's integrity and usefulness to the Company, explained to Otto, that Peacock had always been a much-respected employee. He suggested that Otto reconsider his assumptions, as Peacock's expertise might be needed by the Batavia Land Office. Otto, in a slight retreat, admitted that Peacock "would answer very well in his present station if he devoted" his services solely to the Company's interest. However, Otto wondered if the already wealthy Peacock might not wish to leave the Company, especially because Otto believed that Peacock had been contemplating purchasing the Company's land with Ellicott. If that "sordid" event took place, Otto asserted, Peacock would have to give up the subagency. When Busti continued to praise Peacock, Otto finally yielded and promised Busti that "I wish to act with such marked moderation and circumspection that the shafts of calumny shall fall harmless on my head."³ He decided to re-appoint Peacock.

In the official letter of re-appointment, dated April 10, 1821, Otto refrained from any derogatory remarks, although his statements to Peacock were obviously calculated forewarnings. He took his strongest stand against Peacock's involvement in politics: "Whether you agree with me or not in these sentiments I consider it my duty to state that to be an active politician either directly or indirectly will unfit and disqualify you for employment by me." Peacock was allowed to vote at

elections. At the same time, Otto wanted Peacock to cultivate "good understanding" and strive for "kind deportment" with the assessors and supervisors of the county, so that they would look favorably on the Holland Land Company. Suspecting that Peacock would want to reserve choice lots for his own use, Otto ordered him to abstain from the "odious system" of reserving and selecting the best land. Otto warned Peacock that he was not to make any land purchases for himself without special permission. Otto, who was well aware of Peacock's land holding in Buffalo, also suspected that Peacock made the purchase in April, 1810 to benefit from the proposed Erie Canal. In reality, Peacock contracted the Buffalo parcels while surveying there in 1804, but the deeds were not entered until 1810. To reaffirm his statement, Otto made reference to other subagents who had abused their privileges and were no longer employed by the Company. Peacock curtly answered that he was not familiar with such incidents, and that he was not planning to become a purchaser. Should he decide to change his mind in the future, Otto would be "consulted on the subject."⁴

Otto remained cautious with Peacock for several months while making inquiries about Peacock's character. Otto found a consensus highly complimentary of Peacock. Eventually he admitted to Busti that the Subagent was esteemed a good surveyor and an able land agent under whom Chautauqua County had grown into a well-established settlement. It was reported that although Peacock had abstained from politics, he was a popular man. In short, Otto "never heard one word of complaint against him." During these trying months Peacock naively, or perhaps cleverly,

ignored Otto's venomous remarks. He tried his best to assist his new supervisor by explaining the operation of the subagency in lengthy letters. He likewise tried to acquaint Otto with Chautauqua County, and carefully weighed Otto's projected plans on sales and payment collections as they related to his subagency. ⁵

The Sale of Land During the 1820s

The success of Otto's policies in part depended on the economic situation in Chautauqua County which experienced some of its largest gains in wealth and in population during Otto's administration. In 1820 the census count was 12,568, and by 1825 it reached 20,369. Land had been selling well in the county throughout these years, although the price varied considerably. Some outer lots in Mayville sold for as much as \$25.00 per acre. Other good-quality land with an ample supply of water for "hydraulic purposes" sold from \$5.00 to \$10.00 per acre. If the area was not yet developed, the land was held at \$2.00 to \$3.50 per acre. Settlers who paid in cash could still purchase "wild" land for \$1.50 to \$2.00 per acre, especially if the tract consisted of mixed quality soil, or if the terrain was uneven. New purchasers, including some land agents from Pennsylvania, kept the land office busy. From them Peacock received substantial land payments. By 1824 Otto, who had earlier vehemently criticized land-holding Company employees, also became interested in buying land in the Chautauqua region. He asked Peacock to examine several lots and give "minute" descriptions of them, as he was considering them for himself. Then Otto cautiously added: "If I buy the land it will be for the purpose of making a farm of it for one

of my little children and as I am no speculator I desire to be certain as to the soil, water, health of the location."⁶ Otto also wondered if a \$2.50 per acre charge would be the usual price for such land. The several lots would have been well over a thousand acres, a good-sized plot for a homestead for a "little" child. It seemed that Otto, like other novice land agents, became land-hungry once his appetite was whetted by land speculation.

During Otto's regime there was revived interest in wholesale buying, but there were few actual purchases. Potential purchasers traveled the county asking specific questions about the soil, its water sources, unsold parcels, and prices. They were quick to find hemlock and small swamps in low lying lands, but they seldom made any remarks about the fine quality of the fertile tracts. For each of these prospective buyers Peacock was requested to compile lists of free lots, and supplement the lists with field note information, maps, and scores of price lists. This time-consuming work had to be updated daily as new sales contracts were entered. Peacock, in his reports expressed some optimism about the possibility of selling out the county. Otto, who could not understand the surmounting difficulties in purchasing large tracts, was quick to assume success. He wrote to Busti that he was convinced that the county would have sold out long since if his predecessor had been so inclined. Peacock, knowing Otto's negative attitude toward the earlier administration, after each fruitless wholesale attempt pledged that he would make every effort within his power, as he had always done, to support the interests of the Company. Otto viewed each new wholesale prospect

with continuous optimism, and assured the Agent General and Peacock, that "if the sale is made it will be immediately settled by a numerous body of farmers in good circumstances."⁷ Little did he know that the same predictions had been made several times since John McMahan's aborted efforts in 1800.

Otto kept a firm control of all sales of land in Chautauqua County. He regularly checked the contracts before signing the Articles of Agreement. On a couple of occasions he stopped dubious land sales to persons who were connected with the Mayville Land Office, although he no longer suspected Peacock. In fact he clearly stated to the Subagent that "as to yourself your whole conduct as subagent has been highly gratifying to me." Nevertheless he annulled one contract because he judged that the price was too low for the land. Otto similarly questioned the Company's half-acre gospel land donation policy. He told Peacock that many of these land grants were sold by the supposed gospel applicants. Peacock assured Otto that in Chautauqua County the gospel representatives had "no private investment rights," and if they were to sell the land entrusted to them, the donation would immediately revert to the Company. At the same time he advocated more generous donations to religious denominations.⁸

Problems with Land Contracts and with Payments.

Sales to monied newcomers and the hopeful wholesale prospects did not eliminate the multitude of problems that emerged about contract renewals and the liquidation of debts. In 1821 Busti introduced further discounts on articed lands. For instance, if the total principal and interest was paid before the contract expired a twenty per cent discount was given. However, this generosity was beneficial only to those who possessed enough cash to make the required payments. The majority of settlers still were not in such a fortunate position. The land ledgers were filled with provisional sales, mostly because the settlers could not afford the down payments.

Otto was eager to see the land contracted. He suggested that Peacock should induce the settlers to take out "Articles" and use their improvements on the land as security. At the same time, Otto set strict rules for contract renewals. He imposed renewal charges from \$20.00 to \$50.00 depending on the settlers' situation and prosperity. He believed that by such a stipulation the settlers would be induced to pay. Otto did not think that a settler did "justice to his wife and children" by clearing the land and investing large sums in buildings, but neglecting entirely payments for the land. To demonstrate his seriousness about collections, he announced that those who did not promptly pay or renew their contracts before or on the date of expiration would face lawsuits or ejections. Otto was sure that ejecting some settlers from unpaid lands would force other settlers to pay punctually. Furthermore, Otto introduced the non-transferable contract, asserting that he was pro-

protecting industrious but ignorant men who were often tricked out of their partially-paid for land by artful villains, who took over portions of it with no intention of paying for it. In fact, Otto was protecting the Company from the preparation of the time-consuming and confusing subsequent articles, that had little direct benefit for the land office.⁹ Otto's "protection" prevented the settlers selling portions of their surplus land in order to raise money to pay their debts.

Peacock desperately tried to observe the newly-imposed rules. In one instance, he did not renew a contract because the owner had paid only \$5.00 on it since 1806. The furious settler rushed to the Batavia Land Office to complain about the Mayville Subagent. A score of similar cases followed when settlers tried to save their lands despite not having paid anything on the contracts for years. To explain the new rules for handling delinquent Articles, notices were posted throughout the county. Peacock wrote to Otto that "those whose contracts come within the notice will not speak in favour of the measure. Some settlers believe that the degree of great lenity and indulgence that the Company extended to them has been to their disadvantage."¹⁰

Otto promptly set out to reverse this policy and, for the first time, an ejectment suit was served against a delinquent settler in Chautauqua County. Although Otto conducted the law-suit from the Batavia Land Office, Peacock was requested to "appear as evidence." In another ejectment case where the settler appeared to be a squatter on improved land, Otto assured the concerned Peacock that "from our books it will appear that he has always avoided taking a contract, that he has

never paid a farthing and that from present appearances he never will unless compelled by law."¹¹ Such changes in the traditional procedures of the Holland Land Company caused turbulence among the settlers who placed responsibility for the changes on Peacock, the visible Subagent.

Peacock made several attempts to protect and defend the impoverished settlers. He assured Otto that the settlers were making every effort to pay on their contracts, but they could not possibly be expected to pay the original prices per acre plus the added interest. Such land would cost up to \$7.00 to \$12.00 in areas where the land to new contractors was selling only for \$4.00. He suggested that the prices be reduced to reflect real value. Peacock likewise tried to avoid law suits where the court cost had to be paid by the settlers. He recommended that ejectments be carried out instead, as the settlers who had no money to pay for the land had none to pay for the law. Peacock pleaded for further indulgence to the large group of settlers who expected extensions on their expired contracts without submitting any payment on them. The Bond and Mortgage holders likewise needed extensions. Peacock assured Otto that eventually large collections could be realized as the settlers had made substantial improvements on their homesteads. ¹²

In his evaluations Peacock erred in a case involving Nathan Cheney who, in 1826, contracted 200 acres in the town of Gerry. He built a saw mill to produce timber for sale, and promised to pay for the land in the spring of 1827. Peacock, concerned about timber stealing, predicted that by the spring "all the timber and Cheney may be gone." Therefore,

he suggested to Otto that the settler should be evicted. However, Cheney stayed on his land, paid for it, and never forgot the Subagent's severe judgement against him. Peacock did not realise that his erroneous prediction had earned him a strong enemy who, years later, when occasion arose, reciprocated with a vengeance. ¹³

Peacock had several other confrontations with timber thieves. The subagent was distressed about these incidents and told Otto that a "greater degree of vigilance" was necessary for the protection of valuable forests. Otto immediately suggested suits of ejectment against the timber robbers. Those who trespassed to steal timber were to receive injunctions with heavy penalties. Peacock favored a milder and more effective punishment. He procured the services of a Mayville lawyer and the sheriff and told them not to prosecute the thieves nor make them pay the Company, but to obtain payments from them for costs involved in arresting them. Peacock hoped that his solution would stop further encroachments on the timber, and at the same time save all parties from the embarrassing complications of law suits. Otto complimented the Subagent on his simple and clever solution which remained a practice during the years of timber stealing. ¹⁴

Different problems were generated for the land offices from payments with bank notes of fluctuating value, which required careful monitoring. The heavy banking-related correspondence between the Mayville, Batavia, and Philadelphia offices indicates that during the 1820's numerous banks failed, while notes of other banks could not be redeemed promptly. Large notes from distant banks required written clearance

before they could be accepted. Settlers who paid with these, or with discounted or discontinued bank notes, could not always understand why Peacock refused to accept them, and they were likely to denounce him publicly. In 1825, for example, the Forestville PEOPLE'S GAZETTE published a "scurrilous article" against the Subagent, but he "refused to take notice of it." The Bank of Niagara, in which the Holland Land Company had a considerable investment, was another concern. Otto kept his distance from that battleground of his predecessor, and instead of criticizing the struggling bank, he explained that eventually it might provide "good service to the community." Meanwhile, Peacock, who still held private stock in the bank, promised to make some arrangement in order to save the Company's investment. ¹⁵

Payment in Kind.

When Paul Busti introduced the first major changes in the Holland Land Company's policy for contract renewals and general sale of land in 1821, he once more inaugurated the wide use of payments in kind. During Otto's administration such payments were allowed on the disproportionately large accumulations of back interest payments. In Chautauqua County alone by March 1822, there was an aggregate amount of \$249,902.08 interest due on land sold at the Mayville Land Office. The whole Purchase had accumulated over one million dollars in unpaid interest. In addition to these amounts, there were the largely neglected payments of principal.

Peacock always favored payment in kind, although his potash enterprise should have given him little encouragement. He welcomed the cat-

tle collection experiment. The settlers were happy about it also, as they felt that they were being given another chance to pay for their lands. The agents worked out an extensive system of cattle collecting. Peacock, who offered several suggestions to the new Resident Agent, became largely responsible for coordinating the collection for the western part of the Purchase. He contracted collectors and drovers who would take the cattle over the mountains to the Philadelphia markets. The collected cattle had to be branded, and age and price had to be listed to ensure proper control. The first major drove of 486 head of cattle, of which 140 was from Chautauqua County, started toward the Philadelphia market in September 1822. But the market sales of that herd resulted in approximately fifty per cent loss. In desperation, Otto was ready to abandon cattle payments entirely and accept payments in wool, wheat and pork, as he understood some settlers had such goods in surplus. Busti had given permission for a wider experiment in payments in those goods, but in Chautauqua County such surplus did not seem to exist. ¹⁶

Several problems inhibited the success of cattle collections. Although the settlers were glad to give up their beasts to reduce their debts, they expected a high allowance for collection. Those who had surplus animals got rid of them though they also had cash. Some settlers purchased old and poorly fed animals cheaply and turned them over to the Company for a good price. The collectors, who were supposed to finalize the payment allowance for the cattle, were often too lenient in giving estimates of the cattle's worth. Consequently, some cattle was received at \$28.00 to \$30.00 a pair and sold on the market at \$16.00 to

\$18.00. The long drive through the hills, often in inclement weather, and the problem of feeding en route, resulted in the loss of some of the weaker animals. To reduce losses, attempts were made to sell some cattle on the way, where better payment could be received. On the glutted Philadelphia market the lean Genesee cattle were up against hard competition with the well-fed southern stock. For instance, in the fall of 1823 a drove of cattle from Chautauqua County were accepted from the settlers at a value of \$1,242, but on the Philadelphia market they sold for \$898.35. From this amount the cost of collection and transportation had to be deducted. The drovers, whom Otto considered a "generally low order of men," took their share of the purchase price to supplement their \$2.00 per day wages.¹⁷ In summary: the Company's policy of allowing payments in kind was beneficial to the settlers who reduced their debts. The Holland Land Company tolerated the losses as long as at least a fraction of the outstanding payments were liquidated.

Subagent Peacock's Related Activities

Like his predecessor, Jacob Otto discovered that for surveying projects required for the Erie Canal and Buffalo Harbor Peacock's experience was inevitably useful to the Company. This became evident in June, 1823, when the construction of a feeder to raise the water level between Lockport and the Genesee River was necessary. Otto was consulted on the matter as it effected the Tonawanda Swamp area. Otto, uncertain of the consequences, decided on surveying the swamp. Ignoring the fact that Peacock had done a survey of the territory, Otto was

planning on hiring an engineer for the project. He could not find an available person, and finally resorted to Peacock, whose 1816 survey results were "well known." Peacock, contrary to the views of others, suggested that the swamp could be drained, and eventually turned into fertile meadowland. To substantiate his statement, he submitted an extensive, scientifically-constructed plan for step-by-step treatment. It involved drainage canals on three sides that would empty the collected water into the Tonawanda and Oak Orchard Creeks. Peacock's report, as usual, was supplemented with the estimate cost of the project. In addition, he projected that once the swamp was properly drained, the 30,000 acres of heretofore useless land effected, could be sold for approximately \$5.00 or more per acre. According to Peacock, the draining was a very worthwhile plan, as the land of a "deep, mellow, and rich soil, would be brought into use whenever there (was) sufficient capital in this country to reclaim it." Peacock's knowledge of swamp draining reflected his acquaintance with the systematic reclaiming of land in Holland. The draining of the swamp was contemplated by the Company. However, during Otto's career, further development beyond the discussion stage, was not achieved. 18

As Otto observed ample proof of Peacock's useful service and support of the Company's interests, his attitude mellowed considerably toward the Subagent and, in time, they cooperated in efforts to solve a variety of internal problems. Inter-office problems created by faulty record keeping, tardy or neglected correspondence required attention. In July 1824, when the Agent General, Paul Busti, died and John J.

Vanderkemp, a long-time Company employee took charge of the Philadelphia headquarters, both agents were affected. In 1825, plans for the construction of a new land office in Mayville required further cooperation. According to Otto's instruction it was to be a strong brick or stone structure with heavy wood windows and doors. However, this building was never built and the land office continued to function in the old frame house built at Peacock's expense. Otto also instructed Peacock to build a fireproof vault to hold all ledgers and papers. This later was completed. Although the Subagent never really improved his somewhat lax practices in record-keeping, Otto's praises of Peacock's performance became more frequent as the years went on. In 1826, his salary, once considered by Otto as outrageous, was increased. The two agents likewise developed a more congenial personal relationship. Otto often invited Peacock to visit Batavia, instead of sending his clerks with deeds and reports. Peacock regularly performed small favors for Otto, just as he used to do for Ellicott. He sent some fruit trees, and good Chautauqua cheese to his Resident Agent, and during Otto's lengthy illness, kind words of concern closed his frequent official letters. ¹⁹

Final Stage of Otto's Regime and Early Settlers' Discontent.

Otto never understood the real reasons for the settlers' inability to liquidate their debts. He continued to follow his original policy to collect payments, and sell the remaining lands. Peacock tried to explain that although he was pressing settlers for payments on expired contracts, there was little money in the county. In early 1826 he wrote to Otto that the local merchants were "driving their debtors on the jail

limits," and the county seemed to be "much depressed." Peacock suggested the collection of wheat in lieu of cash. Nevertheless, Otto maintained that it was "not just or honest to permit persons to live on valuable property for many successive years and pay not one farthing during that time to the owners of the soil," and he sent out new rules and regulations to tighten collections on expired contracts. ²⁰

This extra pressure on payment collection revived discontent among the settlers, who organized protest meetings throughout the Holland Purchase. Peacock informed Otto that some settlers of Chautauqua County met and selected delegates for a general meeting to be held in Buffalo on February 7, 1827. At the Buffalo meeting, in addition to their payment complaints, the settlers protested against the condition of roads that were badly neglected during Otto's agency, although Peacock regularly advised the Resident Agent about the necessity of good roads. To remedy the lack of road repairs, the cost of which was paid by the settlers through taxes, suggestion was made that the New York State road taxation policy should be revised to include non-resident land holders exempt from road taxes. Furthermore, at this meeting the settlers established the "Agrarian Convention of the Holland Purchase" that was to meet annually to oversee the relationship between the Holland Land Company and the settlers. ²¹

Otto, who was ill, asked Peacock to send around a trustworthy person to investigate the grievances of the settlers. Peacock explained, instead, that from the remarks of the settlers he was certain that they objected to the high prices of land in the old contracts, and they

wanted prices reduced. To ease payment terms he also stressed the importance of allowing wheat collection for interest payments, stating that it would have "a most satisfactory and beneficial effect" on the restless settlers and would likewise be advantageous to the Company. Peacock noted that most settlers acknowledged the Company's indulgence toward them, but he explained that some aspiring politicians produced an undesirable atmosphere among a few who, by their nature, "never will be satisfied," and they readily question the Company's policies. When Peacock finally was given permission to receive wheat for back interest payments, it did not have the expected result as only a couple of settlers responded to it. He wrote to Otto, that the Buffalo meeting greatly affected the receipt of payments in the county; it created a bad influence among the settlers, and a new wave of discontentment was spreading. ²²

On Otto, the renewed disturbances had little effect, although he was partially responsible for them. He died on May 2, 1827 after a lengthy illness resulting from a cold he caught during the opening day ceremony for the Erie Canal. ²³ The condition on the Purchase at the termination of Otto's regime required careful evaluation by the next Resident Agent, David E. Evans.

CHAPTER VII

PEACOCK'S ROLE DURING THE RESIDENCY OF

DAVID E. EVANS, 1827-1836

David E. Evans, former cashier and accountant of the Holland Land Company Batavia office, an assistant to Jacob Otto since 1825, and Peacock's good friend, accepted the post of Resident Agent after Otto's death. Evans practically grew up at the Batavia Land Office under his uncle, Joseph Ellicott's guidance. He was well-acquainted both with the problems of the Holland Purchase and with those of the settlers. He was likewise familiar with the state government in which he served as senator for over ten years in Albany. During the Evans administration the Company made further changes to facilitate the collection of debts. Payment in kind was expanded to include the balance of principals. It also included a wider variety of items, such as pork and horses. A special discount of fifteen percent was once more introduced for those who were able and willing to pay in cash. Later, further price reductions were given at contract renewals when lands were re-evaluated. On the other hand, contracts were renewed only for four-year terms and Bonds and Mortgages were offered for five-year installments. However, these policies did not completely ameliorate the settlers' hostility which had increased in 1827. The years after 1830 saw another ferocious, and unfounded, attack against the legitimacy of the Company's title to the land. The non-resident taxation policy dispute continued

and finally succeeded in 1833. The settlers held meetings throughout the Purchase, instigated by anti-masonic politicians and long delinquent debtors, some of whom often could have paid, but were unwilling to do so. Finally, as news spread about the Company's search for wholesale buyers, the settlers' fears mounted and caused disastrous results.

The people of Chautauqua County followed the problems of the Purchase with keen interest. They were eager to become active participants in the events about which they were either insufficiently informed or misinformed. Lack of correct information created confusion in the county and often caused settlers to over react. Peacock, as land office agent, was unavoidably caught in the middle of the turmoil. Often, he was also inadequately instructed and could not enlighten the settlers. At the same time, he found himself in conflict with his own conscience. He summed up his situation in the following words to his friend and superior:

I have many hard trials to go thro' and to steer straight to protect the interest of the Company on one hand and ask nothing unreasonable from the settler on the other (sic). But the difficulty arises from the circumstance of the purchaser looking only on his side and measures justice and equity by the standard of his own personal interest and if it does not come up to that, he thinks he is badly treated.

Finding Solutions to Payment Problems

When David E. Evans entered office the settlers' debt to the Company on the Holland Purchase was approximately six million dollars. Receipts against that amount were about one-fiftieth during 1826. Immediate improvement in the method of debt collection seemed the most important step for Evans. Vanderkemp, the Agent General, was ready to

give Evans the necessary support for certain revisions. Peacock, after visiting Evans in Batavia, on July 9, 1827 wrote a letter making suggestions for the improvement of debt collection. The essence of his observations was clearly stated:

In my view the object and the interest of the Company and of the settler, are the same. The liquidation of the debt, and the receipt of the same, without individual oppression, general impoverishment (sic), or the Company's injury is the legitimate object of all.

He added that there was a class of settlers who failed to share these objectives, and would never want to pay. For those who wished to pay in cash there were hardships as their produce did not have a market at hand. Therefore, Peacock once again asked Evans to accept wheat at \$1.00 per bushel, and cattle and pork at a "liberal price." To exclude possible speculators, produce payments should be restricted to growers, suggested Peacock. To induce cash payments on old contracts, even on the expired ones, he wished to introduce a 15 to 20 percent discount as practiced by the Company for land sales paid in cash. Peacock believed that honest and industrious farmers wanted to free themselves from the embarrassment of debts, and would respond with payments if opportunities were opened. While dishonest speculators, and indolent squatters, not willing to pay would have to give up the land, suggested Peacock. Such steps would not only benefit the Company but would improve the wealth and the character of the population permanently, and build a better future. In closing, Peacock stated that without some system similar to the one he proposed, the settlers "would entirely lose." Evans, in his

answer, promised to submit Peacock's proposals to the Agent General, and asked Peacock to provide a suitable depot for the reception of wheat. ²

A new policy was announced in late 1827 and the settlers rejoiced. For the first time in twenty-seven years it seemed they would be able to pay for their homesteads. The new system promised to reduce the high contract prices to the current value of the land, provided that the settlers paid one-eighth of the new price and entered into a new contract. The remainder was to be paid in up to six annual installments. These contract adjustments were in effect for one year. After that, for those who did not take advantage of the offer, the original contract agreement was to be in effect again, or the land was to be re-sold to the first applicant. To facilitate payment, wheat was to be accepted at one dollar per bushel for interest. Cattle was to be accepted for interest payments at fifteen percent discount, but at market value for the payment of principal. A fifteen percent premium was allowed on cash payments for interest. Evans became very popular, and the Company's benevolence was lauded by a large group of settlers. ³

Generally, the settlers in Chautauqua County made a special effort to reduce their debts, and Peacock derived great pleasure from it. During the summer of 1828 he collected over \$28,000 in cash. He also worked out an elaborate system for wheat and cattle collection. In April, 1829 Peacock wrote to Evans, that he had not been as busy in the whole course of nineteen years in office with payment collections. Although he was "completely worn down with business" his object was "to keep it alive and to impress upon those persons in possession of the

land the absolute necessity of making payments and entering into a new contract if they wish to secure their improvements." He was also trying to convince some lumber men to use part of their earnings from lumber sales to pay on their lands. ⁴

Peacock was certain that allowing payment in kind would greatly alleviate the settlers' burden. Vanderkemp permitted the collecting of horses, so in 1828 Peacock tried that. He collected horses worth \$2,086 against interest payments. He accepted wheat, but to his disappointment the settlers did not easily part with that precious crop. Only a few settlers turned in a small amount, which Peacock sold in the county during the same season. The cattle collection seemed to be most lucrative for the settlers. In 1827 Peacock collected 303, and in 1828 collected 414 head of cattle. In 1830, \$6,797 was allowed against the interest debts for 351 head of cattle. But the Company consistently lost cattle sales on the Philadelphia market. By 1831, Vanderkemp suspected some illicit handling on the part of the collectors and drovers and he suggested to Peacock, who was coordinating the cattle collection, that a private buyer should purchase the cattle from the farmers, who in turn would use the money for land payments. Peacock agreed to experiment with that method, provided the settlers were issued a certificate instead of cash which, Peacock suggested, would go to the merchants instead of the land office. This method of cattle collection yielded profit, although losses occurred regularly until 1835, when the Company discontinued the payment in kind allowance completely. ⁵

An extensive improvement project was begun for roads that were badly neglected during Otto's regime. The Company made every effort to prove that the alien proprietors were carrying their fair share of road maintenance responsibilities. Those who were willing to work on road repairs were paid on credit against their land debts. Peacock took advantage of the Company's interest in repairing roads, and in the summer of 1827 spent \$800 on the constantly deteriorating Portage Road. In the same year he started a new road between Cassadaga and Jamestown. During 1827 while Peacock was spending \$1,223.58 on Chautauqua road construction, Evans spent over \$10,000 on roads elsewhere on the Purchase.⁶

This era of peaceful coexistence was disturbed in Chautauqua County by occasional petty problems caused by settlers who sought preference at the Batavia Land Office. Evans, like his predecessors, referred them to Peacock, stating that he had full charge of the Company's business in the county. Others hoped to induce the Resident Agent into better deals than Peacock offered them. Some settlers would contract a parcel of land, never pay on it or improve it, and when the Company finally took it back and sold it to another settler, the original contractor would show up in frustration or in dismay, creating problems for the Company and the new owner. The land offices also generated some problems for themselves with misplaced deeds, or erroneously contracted land. Such was the case when the Presbyterian and Baptist churches were deeded the same piece of land in Pomfret.⁷

Among the general land office problems the depositing of collected payments, due to fluctuating bank note values, was a recurring one.

Many of the area banks, including "poor little Bank Niagara," stopped payments on their notes completely. Peacock tried to "steer clear from receiving bad papers" from banks that stood "upon sandy foundation," but occasionally ended up with some. The fluctuating value of bank notes forced Peacock to make frequent deposits. At first he sent his collections to Batavia by messengers. Later Peacock made direct deposits to the Branch Bank of the U.S. in Buffalo. He disliked dealing with this bank as it did not accept notes of questionable value. Final clearance of notes required numerous letters and rearrangements of deposit balances by the Subagent who was engrossed in land office tasks. In a typical outburst he declared that "it is impossible for us to get along in our business and not take the current paper in circulation, when the people are straining every move to make payments and with good paper, but not such as suits the U.S. Bank." To expedite the clearance of paper money, in 1835 Peacock started depositing in the newly organized Chautauqua County Bank. Not without problems he also experimented with the nearby Lumberman's Bank in Meadville, Pennsylvania. ⁸

Aside from small technical problems that were unavoidable, for the first time there was a truly congenial, friendly relationship between the two land offices. The two land agents worked closely together, yet each carried his own share of the burden. Evans respected Peacock's experience, and delegated certain responsibilities to him. Peacock sensed the shift of control and developed independence as a land agent. Vanderkemp, the Agent General, consulted Peacock on certain matters directly. Family ties, thriving during Ellicott's regime, were nurtured

once more. Peacock's nephew, William the second, became a clerk in the Mayville office. He learned surveying and performed other services for the Company that later proved important. The building of the stone vault was started in 1830 in Mayville, a practical idea to save the documents from fire hazard, although it did not quite serve its intended purpose. ⁹

Delinquent Settlers and Other Problems

In a desperate effort to accommodate the delinquent settlers, who for years had not made any payments on their improved lands, Evans consulted Peacock about a judicious but a firm way to induce them to reduce their debts. Peacock took a diplomatic approach on the matter and merely agreed that it was difficult to remedy the situation, that it required a "great deal of reflection." Most likely the two agents discussed further details during Peacock's visit to Batavia in the fall of 1828. The result was a decision to serve individual notices to all delinquent settlers in the summer of 1829. They were given six months to pay their debts, or to take out new contracts for four years, or leave the premises. Peacock issued the notices in full hope that they would have good results. An unexpected number of settlers showed up at the land office, but not all of them could submit payments. The concerned Peacock explained to the Resident Agent that the settlers "had a multitude of excuses" dealing with them was "most perplexing." At the same time he asked for further instructions on handling the remainder of the delinquent accounts. ¹⁰

To pressure the still delinquent debtors the Company asked Peacock to serve second notices during the summer of 1830 to approximately 500 settlers in Chautauqua County who did not respond with payments to the first notices. These were holders of original land contracts that dated back fifteen to twenty years. The names of some prominent settlers of the time were included in the list. At this time the employees who distributed the warnings also evaluated the homesteads of the delinquents. The Company conducted the evaluation to determine the worth of the farms should the delinquents neglect to renew their contracts, in which case their properties were to be offered to prospective buyers. The evaluations revealed that on about fifty percent of the land there were houses, barns, and other buildings. Most of these homeowners were planning to renew their contracts, but found the terms hard to meet. But on other plots crude shacks testified to the poverty of the owners. Finally, certain lots were found abandoned. ¹¹

The renewals after the second notices were not as many as Peacock hoped for. He blamed it on the scarcity of money, pleading with the Resident Agent that the delinquents were making "great exertions to secure their lands," but they needed more time to procure the necessary funds. Many of them borrowed money wherever they could, and "put themselves in heavy debts." Some "Shylocks" took advantage of their fellow settlers' dire need for cash and lent it to them at unlawful rates of interest, while they neglected to pay their own land debts. The banks completely exhausted their reserves. A regional "Trust Company" was willing to issue mortgages but needed the deed as security, which was

not issued by the Holland Land Company until payments were met in full. Peacock made arrangement with the Batavia Land Office to provide preliminary deeds so that the settlers could get mortgages. On December 31, 1830, the last day of the expiration of second notices, Peacock renewed 34 contracts. Still, there were 268 delinquents, occupying 32,533 acres, who could not comply with the terms, "tho' they were willing to" do so. The settlers' burden increased during the cholera epidemic of 1832 which took a heavy toll of the population throughout the Purchase. Everything slowed down; the land payments suffered accordingly. To accommodate the settlers, the Company extended its contract modification policy with further notices served annually until 1835. ¹²

By mid-1833 the Company was in the process of making special preparation to evaluate its financial affairs on the Holland Purchase. On June 5, Evans asked Peacock to submit a comprehensive, final list of delinquent debtors in Chautauqua County. In October another set of delinquent notices were served. Settlers who did not respond by January 1, 1834 were told to consider their lands forfeited. In the process of contract renewals Peacock, desperately tried to be fair in re-evaluating the intrinsic value of the land. Peacock took into consideration that certain regions had better quality land where cultivation was advanced, and the marketing of the produce was easier. He exercised leniency toward settlers from the southern part of the county, where the land was less developed. However, he was not able to please everybody. Occasionally, he caused ill-feeling among those settlers whose land was evaluated at prices higher than they anticipated. Nevertheless, the

land office was "almost over run with the rush of people." In November, Peacock issued 96 deeds and 10 mortgages, and collected \$31,185, but still the delinquent list was not cleared. Those settlers who could not borrow money showed up at the land office asking "what must they do?" Others remained at home and waited "in anxiety." Peacock found the process disheartening and "hard business."¹³

There was always some agitation by a group of anti-Holland Land Company politicians who attached themselves to every possible issue that could be turned against the Company. In the summer of 1829, when anti-Masonic feelings raged throughout the region, they suspected that some Company employees were involved in illicit Masonic activities. There were several Masons on the staff; Peacock himself had been a member of the order since 1803, and was known to be a strong supporter of Masonry. When the anti-Masonic leaders found no evidence to incriminate the Company in Masonry, they decided to question the legitimacy of the Company's title to its land, and sent speakers and dispersed pamphlets among the settlers throughout the Purchase. One speaker showed up at the FREDONIA CENSOR's office in February 1830, and declared that the Holland Land Company had lost its right to the title in 1825, and the unsold land at that time became the property of the United States. The editor of the newspaper took a strong stand in the Company's favor, argued that the better-off the settlers were, the sooner they paid for their land. In addition, several articles were published reminding settlers of the Company's liberal terms for the renewal of expired contracts.

Peacock suspected that the anti-Company speakers would confuse some settlers in the county. He sent one of his trustworthy employees around to quiet the minds of the people, and to counteract "those outrageous and nefarious designs that were stalking the land." Peacock asserted that the Company's political opponents would only receive "the curse and abuse of all the best part of the community." In spite of his efforts, some settlers showed up at the Mayville Land Office demanding the return of their recently submitted payments, while others refused to make new payments. The attack against the Company was short-lived, and was publicly admitted to be a political struggle between the Masons and anti-Masons although, at the end, neither party acknowledged the "fathering of it." Peacock observed that the excitement "added nothing to the peace and prosperity of the County."¹⁴

Non-resident Alien Taxation and Related Problems

In 1832, some Buffalonians again questioned the state's non-resident alien taxation policy. They demanded that road taxation must be revised and equalized for resident and non-resident land owners. In addition, the petitioners asked for the taxation of debts from which non-residents were also exempt. Evans hoped that the bill would not pass the state legislature, as it was widely perceived that a large portion of the state's western population would be affected. In a letter of February 25, 1833, Evans warned Trumbull Cary, state senator and Batavia resident: "Pass the bill and you compel us to sell only for cash, and then, permit me to ask, how fast will the country settle?" Notwithstanding the large amount of outstanding debts and the settlers'

future, the tax law which was passed on April 27, 1833, included both a road tax and the taxing of assessed debts at full value for all non-resident land holders. It was a tremendous blow to the Holland Land Company and, ultimately, to the people of the Holland Purchase. Peacock strongly denounced the legislative action, calling it "one of the most unjust and wicked acts that was ever passed." He naively imagined that once the people understood its true ramifications, they likewise would condemn it. ¹⁵

The Holland Land Company decided that in order to recover their investment in the settlers' installment payments the debtors were to share their portion of the new taxes, and a clause was added to the Articles of Agreement, at renewals, to that effect. Settlers' feelings concerning the debt taxation were divided from the beginning; a group of settlers were clearly against it, some settlers favored it, others were ambivalent about it. But none of them wanted the burden of paying it. When the settlers learned that the Dutch planned to collect portions of the tax from them, the anti-Company feelings were resurrected throughout the Purchase. In Chautauqua County, where certain settlers were always the first to take full-scale action in any issue, meetings were held in every town expressing resentment of the Company's decision. They condemned the alien land holders for imposing on them a tax that was the Company's responsibility. They said the foreign aristocrats perverted American laws for the purpose of obtaining "riches and wealth, . . . upon the misery and suffering of American citizens."¹⁶

Peacock complained to Evans that the settlers refused to accept the contract that contained the tax clause, and they advocated a Purchase-wide meeting, where the "odious tax" was to be discussed. Peacock, in an attempt to side with the people who were to be hurt most by the Company's tax policy, told Evans that he wished to "expunge" the clause from the contracts. Evans promised that he would forward the proposal to the Agent General. Meanwhile, he explained that in certain parts of the Purchase petitions were collected for the legislature to repeal the tax law. Peacock, pleased with the idea, confidentially suggested that Evans ask James Mullett, an honest and well-qualified but not a radical representative from Fredonia, to explain the truth about the tax to the people, who then would seek relief from the hated law. Over 10,000 settlers, recognizing the oppressive effects of the newly passed law, signed the petition throughout the Purchase to repeal it. About 2,000 Chautauqua County inhabitants participated in the remonstrance against the injurious tax. ¹⁷

Peacock was aware that some large land holders, who were paying these taxes, would favor the non-resident taxation law. The effort to repeal the new tax law was not successful, mostly due to the strong opposition of large tract holders. Support of the law found public expression at the Agrarian Convention, held in Buffalo on February 19, 1834. Elial T. Foote and other supporting representatives were there from Chautauqua County. As a result of the Agrarian Convention, resentment against the Holland Land Company and its agents spread. The tax assessors levied unusually heavy taxes on the Company for 1833.

Peacock did not know how to handle the payment of the new tax and waited for instructions from Batavia. Meanwhile, he was advised that the county treasurer was about to file suit against him for not submitting tax payments. Peacock turned to Evans for help, who replied that if such a suit was brought against Peacock he will have to defend himself. In the land office Peacock was also subjected to constant arguments about the tax clause, and often was held personally responsible for it. Some settlers demanded quit-claim deeds; others simply refused to be "robbed" by the Company. The excitement increased when the Company decided to file ejection suits against some hard-core delinquents. Peacock, who had surveyed the land in question, had to be present. His participation in the ejection suits put him into a precarious position. Meanwhile, the land office was preparing yet another list of delinquents. Peacock was proud of the number of settlers who came forth with their payments, and highly complimented them to the Agent General in Philadelphia. ¹⁸

Land at Wholesale: Speculation Comes to Chautauqua County

Aside from the demanding daily duties in the land office, Peacock had been preparing extensive lists and maps for prospective wholesale purchasers who appeared sporadically since 1827. These speculators were welcomed by the Holland Land Company, especially if they displayed interest in buying land in the southern part of the Purchase. This embraced arid Cattaraugus County and a small portion of Chautauqua County, known as the great poor house of the Holland Purchase. Peacock

was well-acquainted with the region; therefore he was asked to participate in the negotiations. In 1828 a successful, though troublesome purchase of 60,000 acres had been made by James O. Morse, Levi Beardsley, and Alvan Stewart at \$1.00 per acre in southern Chautauqua County. The three, who made up the Cherry Valley Company, were well known small-scale land speculators. They promised large-scale improvements on their tracts, including canal construction, to induce settlement and gain quick profits on their investments. In reality, none of the improvements were carried out and, eventually, they gained only a reasonable profit. Morse, who represented his company, kept the negotiations open for years. He feverishly checked land ledgers and maps in the land offices, because in one instance he discovered that Peacock failed to include about 200 acres of reverted land. Morse was also annoyed that the Holland Land Company did not include village and town lots that sold for \$4.00 or more per acre. To fulfill his desire for such land Morse purchased better-quality acreage in 1831.¹⁹

The seemingly advantageous deal by Morse and Associates triggered interest by a score of other aspirants, who eagerly entered into negotiations for the unsold portions of Chautauqua County. Among the prospective planners were men like Nicholas Devereaux, Henry Talmage, and Walter Smith, who offered seventy-five cents per acre for unsold land around the improved, prosperous homesteads. Daniel Garnsey's Dunkirk Associates who had been negotiating for land since the 1820's were still not able to raise the required funds for purchase. Judge John Birdsall, from Mayville, was another prospective wholesaler. He would have paid

in cash if the Company sold the land at a price set by him. Judge Birdsall, who was a good friend of Peacock's, later a family member by marriage, had never been accommodated by Peacock, or by any other agents. Nevertheless, he maintained a concerned interest in the county's land sales affairs. ²⁰

Other would-be-purchasers in the early 1830's displayed only the wish to become land speculators. They did not possess cash, nor reliable credit to carry out their speculative intentions. These land scrutinizing visitors created suspicion among the settlers in the county who knew nothing beyond what they could observe. In handling the successful and unsuccessful wholesale negotiations the Company tried to be fair to the purchasers as well as to the settlers. At the beginning the land office protected even the delinquent contract holders by not listing their land as unsold, which irritated prospective buyers, like Morse and Associates. Later, Evans was inclined to disregard the "vagabond occupants that will never pay anything or make any improvements." He felt that it would be best if their lands were included in the sales and the new owners took care of the debt collection. ²¹ By 1835, wholesale negotiations included both contracted and unsold land.

That same year there was renewed interest in buying Chautauqua County at wholesale. A multitude of old and new speculators appeared on the scene. There was a successful negotiation with Hirman Holden for the Town of Charlotte in February. Erastus Corning, the renowned land speculator, was also eyeing the prosperous county. Julius A. Smith, a Presbyterian minister in Fredonia, was in the process of contracting for

10,000 acres of land at a little over \$2.00 per acre. Thomas Osborne, founder of the MAYVILLE SENTINEL, was likewise hoping to enter into negotiations, provided his loan was approved. Other out-of-towners like Henry Seymour and Charles Stebbins flocked to the different land offices, making offers as if the county was up for grabs. The constantly changing wholesale possibilities gave rise to a frantic atmosphere in the Mayville Land Office and among the settlers throughout the county. In September, Peacock wrote to Evans that the people were "in a feverish state." 22

The Trumbull Cary and George Lay Wholesale Contract for
Chautauqua County

The strongest offer for Chautauqua County was made by two Batavia politicians and business men, Trumbull Cary and George Lay. Their proposal was contained in an official contract, dated January 1, 1835, for 300,734.19 acres of land for a total of \$919,175.59. The acreage included unsold land, and land held on expired and unexpired, modified and unmodified, contracts, which were turned over at fifteen percent discount. One fourth of the negotiated price was to be paid by the end of 1835, the balance to be cleared within two years. The contractors planned to raise capital from loans and land payment collections, not realizing the difficulties involved in their projected plans. Cary and Lay made several attempts to purchase land in the Genesee region during the early 1830's, but not having a capital complicated their intention. First, they engaged in land speculation as partners. Then, they became agents of John Watsmouth, a speculator with capital, who likewise ex-

pressed interest in buying the Chautauqua land. Later, the three acted as partners. By the end of 1835 Watsmouth gave up his interest, and Cary and Lay were again on their own. Throughout 1835 the final contract agreement with the Holland Land Company was pending, because the negotiators could not make the down payment.²³

Meanwhile, also in 1835, the remaining portion of the Holland Purchase was sold to Jacob LeRoy and Herman Redfield. When LeRoy and Redfield announced the terms of sales and debt collections, the settlers were outraged at their severity compared to the prevailing Holland Land Company terms. Their new rules circulated through the affected region and became known as the "Genesee Tariff." The people of Chautauqua County had not been notified about the terms of their prospective proprietors, Cary and Lay, but they had taken the news about the "Genesee Tariff" as an omen. In deep fear they thronged into the Mayville Land Office to pay on their contracts. Peacock and his clerks were issuing deeds as fast as they could write them up. Peacock was astonished at the "extraordinary change" that had taken place in the minds of the people. On October 22, 1835, he wrote to Evans: "The very persons who joined in with the Buffaloes are now the most anxious to procure their title directly from the Company. It makes me laugh to see the change that has taken place in them in one short year."²⁴

By the end of October, 1835, the pace of events accelerated and the situation became more severe. On October 28, the FREDONIA CENSOR made the first official announcement that the Holland Land Company was in the process of selling its land in the county pending downpayment by Cary

and Lay. The newspaper also warned the settlers that regardless of how hostile they "may have felt towards the Dutch owners, . . . they may fall into worse hands." Simultaneously, Cary and Lay requested the Holland Land Company "to stop the sale of wild lands and the renewal of expired contracts." Peacock, who had been renewing all contracts with discounts, was suddenly confused, not knowing how to handle the settlers' accounts. Many of the settlers who understood the sequence of the changes, directed their growing hostility toward the owners-to-be. Others vented their wrath on the Mayville Subagent. Peacock faithfully reported the settlers' confused sentiments to the Batavia Land Office, adding at one point: "what it will end in, it is difficult to say. It will however require great prudence to manage things after the change takes place." Meanwhile, the long lines continued at the Mayville Land Office. Hundreds of deeds and mortgages were issued and thousands of dollars were received on the unexpired contracts, although Peacock no longer could take money for the expired accounts. Peacock's letters to Evans diminished to two to three lines like: "my labor, my Dear Sir, is heavy but am in hopes to stand it."²⁵ The pressure, and the uncertainty of the future, created bewilderment for everybody.

A number of settlers had written letters to Cary, explaining the injustice of the new stipulations, and asking him to return to the Holland Land Company's more lenient terms. Others told him that his refusal to renew expired contracts had greatly increased apprehension among the settlers. One writer asked Cary to send him a note of proof that he had no intention to hurt or injure the people. Judge Birdsall

also notified Cary about the "general and painful solicitude on the part of the people in the county" that was caused by the new terms. At the same time, he voiced his private interest in the new price of the land, adding that if there was any "money to be made by those who purchase" from the new land owners, he would be quite willing to be among the favored people. Another eager, self-motivated citizen, Jesse Hawley, a one time friend of Peacock's, offered to become Cary's land agent for \$5,000 annual salary and 1,000 acres of free land per year. ²⁶

In a letter to Birdsall, on December 12, 1835, Cary explained that he was not in a position to finalize his new terms to the settlers until his own purchase contract was completed, which depended on the records that were being prepared by the Mayville Land Office. However, Cary stated that the "price the purchasers pay to the Holland Land Company will not permit them to give to the settler the same slow lenient terms the Holland Land Company have permitted him to take." He did promise that under the given circumstances the terms will be "equatable (sic) and liberal." His answer to the upheavals in the county was "that any excitement or action on the part of the settlers calculated to injure or intimidate the proprietors will only operate against the whole establishment." About the same time, the County Board of Supervisors assigned a committee, headed by Elial T. Foote, to visit Cary, bring back the new terms, and announce them to the people at a convention to be held on December 23, 1835. The delegates learned little from Cary beyond the promise that the new terms should be ready by the first of January 1836. Hence the convention was postponed until January 8th. ²⁷

On December 23, 1835, Cary submitted the terms to Evans who forwarded them to Peacock. The document contained the following stipulations:

1. All contracts expired after January, 1835, were subject to resale. New contracts could be taken out on the land by paying down one fourth of the purchase money or \$1.00 per acre. The rest was to be paid in five installments.
2. To the amounts due on contracts an additional \$1.00 to \$2.50 was to be paid depending on the original price of the land per acre.
3. No additional charges were added to lands held by widows and orphans.
4. Forfeited contracts, in consequence of non-compliance with the Holland Land Company notices, were considered expired.
5. Current contracts could be deeded for complete payments of the principal and interest.
6. Unimproved lands never sold before were held at \$3.00 to \$5.00 per acre, with the exception of village lots, which were sold at their own value.

In certain respects the Cary terms were more severe than the "Genesee Tariff," however, the additional prices added to the various costs per acre were, in some instances, 25 cents less; that is, when the

"Genesee Tariff" price of land was raised from \$3.00 to \$3.50, the Cary land price increased only to \$3.25. ²⁸

The settlers of Chautauqua County placed their hopes in the January 8th meeting, which received wide attention. According to Peacock, they were ready to "bear down all opposition." In desperation, some settlers, not knowing where to place the blame, were ready to file suit against the Holland Land Company. Peacock was also personally threatened. The attendance at the convention numbered up to one thousand. As the Foote committee report did not contain definitive news, a decision was made, while the meeting was in session, to dispatch a delegation to Subagent Peacock. Peacock reluctantly turned over the recently received new terms to them. The terms were then read at the convention. The "oppressive measures" met with vehement disapproval. Several resolutions were passed against them which claimed that the long years of labor by the settlers was disregarded, and their hopes for their posterity were destroyed. The resolutions also spelled out a strong threat against any settler who planned to support Cary and Lay by taking up from them lands that had reverted from the expired contracts. Furthermore, it was declared that the Holland Land Company had been very lenient with the settlers during the long years in which they were able to "populate and improve this country with a rapidity before unknown in the settlement of a new and wilderness territory." Any change in the indulgent policies "will depopulate this flourishing country, and drive the present inhabitants from their homes at a time of life, when strength to labor has failed and earthly hopes languished." Finally, assurances were

given by the settlers that they were willing to pay their rightful debts, as was proven by the nearly \$200,000 in collections received at the Mayville Land Office during 1835, to which the annual report, prepared by Peacock, testified. All those present solemnly pledged to support the resolutions. A delegation was elected to enter into further communication with Cary. ²⁹

James Mullett, one of the elected members of the committee to correspond with Cary, had addressed a "wholly individual and private" letter to the new owner on January 12, 1836. In it he informed Cary about the January 8 meeting, which he said was not organized as a "desire for war," but as a protest against the additional burden that the new proprietors imposed upon the settlers. Mullett made it clear that the settlers were willing to pay a reasonable price or sell their lands to those who had money. He also added, that "beneath the peaceful surface there were combustible materials sufficient for almost any occasion," if their complaints were dismissed. Mullett reassured Cary that many citizens attended to give the meeting a "calm and dignified appearance." He added that he had no personal interest in the issues, but had a strong interest "in peace, welfare, and prosperity" of his community. Therefore, he suggested to Cary the consideration of more humane, and more lenient terms, with more time for the settlers to comply. ³⁰

Cary, determined to adhere to his own plans, did not fully realize the possible consequences. In his answer he warned Mullett about the "great evil" that could come from the excitement, and stated that the settlers had no right "to dictate to the proprietors terms on which they

shall sell their lands." Cary blamed the county supervisors for the meeting and the excitement that induced the settlers to an "outrageous violation of the law." Finally, he reiterated, if the expired contracts were neglected the new owners would sell out the county by townships, for which ample applications were received already. ³¹

Cary, who during these weeks concentrated on raising the necessary funds to finalize his contract with the Holland Land Company, had made an error in not recognizing the significance of the settlers' discontent. Furthermore, he failed to realize that his plan to sell large parcels of the free land in the county to raise his own downpayment would fail unless he found buyers with ready cash or good credit. But applicants with an interest in the Chautauqua lands, had neither cash nor good credit. Furthermore, Cary failed to acknowledge that the settlers' major efforts to pay their debts to the Holland Land Company during 1835 had exhausted the county financially; there was not any cash left to accommodate Cary's more rigorous terms which the people considered oppressive. And lastly, Cary underestimated the determination and the strength of the settlers' resistance, and their willingness to carry out their threats.

In many ways, none of the participants could have foreseen the severity of the forthcoming events although the excitement in the county had reached major proportions. Peacock, realizing the uncontrollable nature of the settler's discontent, wrote to Evans on February 1, 1836 with accurate prescience that "it requires a great degree of care, at these times, to get along, as there are very severe threats given out by

the settlers in this quarter against the 'Tariff' and against those who have anything to do with it." Evans, however, remained diplomatic about the situation as he expected that the new land owners would quiet the settlers. In a letter to Vanderkemp, he stated that it was natural that the citizen land buyers should possess some advantages over the foreign land holders, although he recognized that the new proprietors were "laboring under delusions" by thinking that all debtors would pay as a result of their fear of losing the land. He was certain that only those would pay who could afford it, and some of the timid ones who borrowed money. The rest, said Evans, had no ability to comply with the new terms, and they remained at home, nursing a determined spirit of opposition. 32

CHAPTER VIII

FEBRUARY 6, 1836 AND ITS CONSEQUENCES

In their bitterness the settlers identified the major source of opposition and oppression with the Mayville Land Office and with Subagent Peacock, not recognizing that he was merely trying to carry out his supervisor's instructions to collect land payments. The full extent of their anger was not realized until the night of February 6, 1836, when about 300 to 500 settlers, from the southern and southwest region of Chautauqua County, mostly from Gerry, Ellery, Charlotte, Stockton, Poland, Ellicott, Busti and Harmony, gathered at Barnhart's Inn in Hartfield. Although the meeting opened in an organized manner with the election of a chairman, it soon became evident that the main intention of the majority was to attack the Mayville Land Office and destroy the ledgers that contained the record of their land debts. Their proposed leader, General George T. Camp, did not accept the nomination. In fact, he tried to convince the group to avoid violence. It was at that point that Nathan Cheney from Gerry, once mistreated by Subagent Peacock, volunteered for the leadership. He quickly assembled those who were willing to take part in the Mayville Land Office demolition plan. Twenty-five strong men, armed with crow bars, axes, and poles were selected to carry out the actual destruction of the building. The rest lined up behind them and they started marching toward Mayville.¹

When the determined mob reached the land office those with tools solemnly attended to their business until the wooden frame structure was

virtually demolished, and the furniture and the documents were tossed out on the lawn. The rest of the crowd in a tightly formed circle watched them while some bottles of whiskey were passed from hand to hand. From the land office the rioters turned to the newly-built stone vault which was pried open; the land ledgers and other papers were removed. Some of the ledgers were mutilated on the scene, others were carried off to Hartfield on a sleigh where a bonfire was made of some of them by the joyous settlers, many of whom were drinking heavily. Several ledgers were taken away by homebound farmers. Later, a good portion of the surviving ledgers surfaced in the county and in the Buffalo area, and were sold back to the Holland Land Company by the then sober, enterprising settlers. A few ledgers were rescued from the vault during the attack by George T. Camp who pretended that they belonged to his nearby store. ²

Subagent Peacock was totally unaware of the approaching attack on his land office until the mob had nearly reached Mayville. His immediate reaction was to defend the office personally, but his good friend, Donald MacKenzie, the legendary trapper of the Pacific Fur Company, convinced Peacock to take refuge instead. In the process of escape they took along the most important land office documents. Story-tellers claim that some members of the crowd demanded MacKenzie give Peacock up, but the robust trapper, who weighed over 350 pounds, refused to do so. The Subagent reported the dismal events to the Resident Agent in the following letter written at 5:00 AM, on February 7, 1836:

My office is (sic) destroyed last night by a mob of about 300 men from the East part of the County, they came armed with guns, rifles and clubs. I just made my escape—they have burnt, carried off and destroyed all the Books, Land Ledgers and every paper almost of any value—they have threatened death to the whole of us—It was given out by them that all the offices would share the same fate last night if nothing prevented it—I feel indeed bad, very bad—My heart is sick and my office is in ruins—we had no³ knowledge of their coming (sic) until they were just upon us.

Early the same morning Peacock left for Ripley with his wife and niece in his own carriage driven by Platt Shears. Next day, from Ripley, Peacock wrote that the only explanation he could find for the riot was "the 'Tariff' of the new purchasers." He added that his own life was threatened and that other agents "were under the same danger." He suggested to Evans that it was "an absolute necessity for the military arms to step out and seize" the riotous mob. Peacock's next communication was sent to Evans on February 11, from Buffalo, which he had reached by express stage. In that letter Peacock informed the Resident Agent that he felt safe to admit that he had preserved "all the lists of the land debts of the county and the maps," and had also secured the last quarterly report and other items that contained the payments settlers made up to January 1836. The entire payment record blotter was later found in a tavern in the county. Although Peacock may have been in a state of understandable shock, he maintained enough composure to save the collection records, without which it would have been impossible to credit the recently submitted payments against the settlers' debts. Peacock, "much worn by fatigue," and wondering if his house had been burnt, planned to proceed to Batavia on the next day. ⁴

The riot of February 6, 1836 in Mayville, Chautauqua County, was probably one of many uprisings by discontented settlers across the country triggered by land speculators hoping for easy profits on non-existent capital. In the Mayville riot, the destruction of the land office and of some of the records was the major loss. In other regions many settlers lost their homesteads to land speculation.

The story of the Mayville riot and the events that followed it has been told incompletely or erroneously in histories and occasional reminiscences because none of the writers had access to the majority of correspondence essential to the clarification of the events. The use of a variety of letters from several concerned settlers and riot watchers, and other sources, makes possible a clearer picture. However, none of the extant evidence reveals the real reason for Subagent Peacock's subsequent downfall. Only a tentative interpretation can be derived based upon the accusations of his enemies, and the commendations of his friends. From these divergent elements it is tempting to suggest that Peacock, the only visible member of the land office administration, became a convenient scapegoat and remained a steady target until his final deposition.

David E. Evans, without committing himself, relayed Peacock's "painful intelligence of the destruction of his office" to Vanderkemp. He did, however, express his concern that the disastrous affair may have put an end to the Cary and Lay purchase plan. He also reported that there was no sign of organized opposition on the rest of the Purchase. At that time Evans was not aware that the ever-restless Buffalonians

took an enthusiastic interest in the Mayville riot, and gathering groups voiced isolated threats to destroy all other land offices. Vanderkemp, though concerned about the lost ledgers, was pleased that the most important documents were saved, and that only a \$30 cash loss was suffered. He also blamed the "violent and lawless proceedings of the mob" on the "pertinaciously persistent" terms of Cary and Lay. But Vanderkemp ominously observed that if Peacock had had a little more "energy and firmness" much "mischief might have been prevented." Then he asked:

Is it possible that Mr. Peacock, with his quiet, peaceable and inoffensive manner should have resided thirty odd years in Mayville and not find friends to protect him and his property after the ebullition of the popular fury has evaporated.

In truth, Peacock did have friends. He had received help from them during the riot and he was defended by them after it. In fact, when William Green, a Mayville Land Office clerk, arrived in Batavia after the riot, he insisted that the mob had no wish to inflict any personal injury upon Peacock or on his nearby home, which was not even touched during the riot. Green also reiterated that the riot was directed at the policy of the new owners, and that it was not likely to subside until they adopted the terms of the Holland Land Company.⁶ The problem was that once the insurgent spirit reached uncontrollable proportions, the rioters themselves were no longer certain of the real target of their attack. Among the rioters there were delinquent settlers and others, who believed that Peacock had wronged them, and once they voiced their opinion, the crowd carried it further. Peacock, who suffered from the dilemma of trying to serve the settlers' interests, and the interest

of the Holland Land Company of the severe terms of the new owners, realized how often the settlers had blamed him during the last few turbulent months. He decided to escape instead of facing a possible assault.

Of the many letters on the Mayville riot none summed up the state of affairs more correctly and more eloquently than Judge Birdsall in an urgent note to Cary. Likewise, none could have offered Cary more appropriate advice:

The signs of terror has began—Some of the evil of which I admonished you have come upon us—More is threatened—The land office here is in ruins, your friends silenced and dispersed. . . . No man dares or cares to stand up for the terms of the tariff. The people will not comply with it for the best of reasons, viz; that they cannot. They are poor. . . . Under the present state of things all must become poorer and the county more desolate—The present is bad enough God knows but the future presents worse things in store for us. Do not let excitement here produce irritation with you. Be cool. See things as they are—be magnanimous and save the interest of the county—The door is open. . . to present new terms at once to the settlers without any appearance of intimidation or submission. Do not suffer the opportunity to pass unimproved.

Numerous other settlers, concerned about their lands, or wishing to make payments, or purchase new parcels, had written to either the Batavia Land Office or to Cary. The James Mullett, Leverett Barker, and Chauncey Tucker committee, appointed at the January 8th meeting, approached Cary with a most compassionate plea to restore "peace, good order, and prosperity," which had heretofore characterized the county, by continuing the Holland Land Company policies. They explained that

it was a policy well adapted to the times and circumstances attending the settlement of this county and the characters of the settlers, and which enabled thousands of men who had no means but their axes, and no property but in hope (sic) to become useful, respectable, and comparatively wealthy citizens. No matter what the written conditions of the contracts were, not one in a hundred ever read them—the policy of the land holders was known, established and relied on (and has guided them in their survival.)

In his answer Cary reiterated his position that neither the inhabitants of the county nor any man can "dictate terms to the new proprietors." He agreed that the Holland Land Company's policies were lenient, but he retorted that if the Company had been stricter in requiring the settlers to fulfil their contracts, they would have long since received deeds to their lands. In closing, he reassured the committee that "the new Company was willing to give the settler the first chance and a reasonable time to save his land," but the destruction of the land office and the ledgers had delayed that opportunity. However, it is significant that Cary in reiterating his policies excluded the escalating scale of additional charges per acre on the re-evaluated price of land.⁹

The newspapers of Chautauqua County were slow in gathering the facts of the mob reaction. To a certain degree, their versions of the story relied on hearsay information, defensive interpretation, or the exaggerated tales of eager advocates who wished to sustain tension. The FREDONIA CENSOR readily admitted that "the uncompromising hostility" was directed against the new owners' attempt to raise the purchase price the Holland Land Company requested from Cary and Lay. Also, the Dutch owners were to blame because their wholesale prices for the Chautauqua

lands were high and Cary and Lay could only make a profit by violating the settlers' rights. Therefore, both Cary and Lay and the Holland Land Company were responsible for the provocations that culminated in the destruction of the Mayville Land Office. The MAYVILLE SENTINEL agreed with the CENSOR and expressed additional fear about the lost records that proved the settlers' ownership of their lands and of their payments. The SENTINEL also reported that in the rubble there was a copy of a letter by the Subagent to the new owners about the injustice of the new terms. Thomas Osborne, editor of the SENTINEL made this statement in defense of William Peacock, who, according to the surviving records, had not been in direct contact with the new owners. Indeed, from the tenor of his letters to Evans, he had no desire to establish any direct connection with them, although he expressed his disapproval of the Cary and Lay terms often. ¹⁰

Meanwhile, defenders of the rioters published their resolutions in the FREDONIA CENSOR. These resolutions strongly approved of the destruction of the land office, a "public nuisance," and likened the attack to the Boston Tea Party. They also insinuated that the Holland Land Company's supposed sale of the land was a hoax by which the owners tried to evade the newly-imposed taxes. In late February and early March several towns in the county and elsewhere on the Purchase held public meetings where the demolition of the Mayville Land Office was cheered. In some articles the Subagent's submission to the "unwarrantable violation of the intentions of the law" was condemned, while in others Peacock was blamed for the severe terms, and it was

suggested that he either imposed those terms on the settlers "in accordance with instructions or upon his own responsibility." An unusually sarcastic article referred to him as "Billy the Peacock," and later reported the following parody of his escape:

So our land office Peacock, the lofty Peacock, who had so proudly strutted through the streets of Mayville and spread himself on the Chautauqua hills, fled with all his might from the County of Chautauqua, with his feathers a little ruffled and his tail lowered down. He fled in the darkness of night and got away and went in great haste to the land of Batavia to report unto the chief Nabobs of the Firm the progress of the "Genesee Tariff" in the land of Chautauqua.

Among the many reports of the revolutionary activities little notice was given to Cary's announcement of his revised and more lenient terms, and his promise to reopen a land office in the county soon.

To counter-balance the accusations against Peacock, his friends were quick to defend the Subagent publicly. To show the poorly informed settlers that Peacock indeed acted upon instructions, the MAYVILLE SENTINEL published Cary's original "Tariff," and his letter to Evans in which he asked the Resident Agent to forward the terms to William Peacock. At the same time, the Mayville Trustees addressed an open letter of apology to Peacock in which they expressed their deep regret for the destruction of the land office building, which was Peacock's personal property, a fact of which most of the settlers may not have been aware. Peacock's reply to the Trustees was likewise published. In it, Peacock admitted that under the circumstances he "felt depressed in spirits, and overwhelmed with astonishment and grief," because he could not recall ever having done a single act in his life which could justify "the censures, much less the violence of the people" against him. He assured

the Trustees that he had always shared with the settlers their exertions for the county's "improvement, prosperity and happiness" since it was a mere wilderness, and that he still "unremittingly continued" this interest. In closing Peacock added:

I have entire confidence not only in your friendly feelings, and of those whom you immediately represent, but in that of the great mass of the citizens of the county, who I know from my long and intimate intercourse with them, would sooner peril their own properties in defense of mine, than by any acts of theirs to bring injury upon me or mine. ¹²

Having publicly expressed these feelings toward the people of Chautauqua County, Peacock had no choice but to make plans to return to Mayville to re-establish the land office, and to resume his duties. However, he refused to issue new land contracts because he had "no confidence that the new Company will pursue a steady course," and he feared that the "public odium will not only attack" the new owners but also those "who do business for them." Agent General Vanderkemp was pleased that Peacock was to resume his old station. He was convinced of Peacock's integrity and of his devotion to the Holland Land Company. But Vanderkemp admitted that Peacock needed a "little more energy and decision of character" to better handle the "indiscriminate opposition and hatred of the settlers." Vanderkemp doubted that Peacock could restore order in the Mayville Land Office, so he suggested to Evans that Cary and Lay should appoint their own agent to work with Peacock. ¹³

Meanwhile, Trumbull Cary, instead of admitting the damage his terms created, blamed the settlers' outrage on Peacock's "obnoxious" behavior in the land office dealings. He assured Thomas Osborne, editor and part

owner of the MAYVILLE SENTINEL, that Peacock would not be his land agent, and asked Osborne to assume the agency in Mayville. Osborne, describing this offer in a letter to Elial T. Foote, made it clear that "no sum on earth would induce" him to take the land agency, as he considered himself "unfitted for it by education, habits and disposition." Although Osborne never shared his true sentiments about the land agency with Cary, Cary's friendship toward Osborne paled when he discovered that Osborne was responsible for publishing the original "Tariff." Cary in anger, quickly turned the blame on Osborne for the "anarchy and riot" in Chautauqua County. At the same time Cary claimed that Peacock, instead of carrying out his instructions, told the settlers that nothing could be done with their contracts until "the snow is chased off when the farms will be appraised."¹⁴ This statement was clearly false because Peacock and his clerks had evaluated all delinquent debtors' homesteads, in 1829, and prepared lists for the Batavia Land Office. Furthermore, Peacock continued to re-evaluate the settlers' land at contract renewals throughout the winter.

Osborne, in his answer to Cary, calmly pointed out that he published the terms as they truly stood, and that Cary had personally assured him that the "Tariff" found in the ruined Mayville Land Office, was authorized by him. Osborne further admitted his friendship for Peacock, but asserted he would behave no differently toward others in like circumstances. He also stated that Peacock "has been cruelly sacrificed a victim to a most unfortunate and ill judged policy on the part of all concerned in it." Osborne further explained that he would rectify

the popular belief that Peacock "had made unauthorized exactions" from them, not justified by Cary's instructions, "but in direct opposition to them." Finally, Osborne added, Cary could give credit to whatever allegations he believed about Peacock, but he, Osborne, would follow his own judgement about the Subagent.¹⁵ Osborne's view of the circumstances in which Peacock was placed came probably closest to reality. Yet, accusations against Peacock quickly spread. In this state of confusion, Peacock decided to leave the county rather than face his accusers and demand vindication.

While the entire county was plagued with contradictory statements, further excitement was caused by the appearance of yet another possible land buyer. Uncertainty as to the outcome of Cary's desperate efforts to raise funds led to the appearance of David Collins on the scene. Collins, a Brockport lawyer, after travelling through the county, was certain that the prosperous region would prove profitable. Therefore, he enthusiastically offered Cary \$100,000 in addition to the original Cary and Lay purchase price. Like other speculators, Collins hoped to raise the necessary capital through loan arrangements and by acquiring partners. The Collins offer came at a time when George Lay was contemplating giving up his share of the land in Chautauqua, although he still considered "the speculation a good one." Meanwhile, Abraham Schermerhorn, a Rochester financier, joined Cary and Lay. The three partners entered into a preliminary contract with Collins, on February 29, 1836. The final sale was to remain pending until the downpayment was made. Although most settlers were confused about the new develop-

ments, some of them hoped that Collins was not a speculator, and that he would take the affairs of the strife-torn county seriously. However, the opportunity to prove his intention never occurred, as Collins, like other speculators, was unable to procure the necessary downpayment. Eventually, his claim was forfeited and the three partners, Cary, Lay and Schermerhorn, continued their search for funds for their pending Chautauqua purchase. ¹⁶

Subagent Peacock's Return to Mayville in April, 1836

The insurgent spirit of the settlers in Chautauqua County did not subside. Meetings held regularly in various towns voiced a variety of demands. Certain groups wanted land prices reduced to match government prices, which varied between \$1.00 and \$1.50 per acre. Others requested payments for the improvements made on contracted land, and some felt that the soil should be granted free to its tillers. There were settlers who kept their resentment toward Peacock alive, asserting that "bought friends of the Company" like the Subagent were traitors to their country. In an editorial the FREDONIA CENSOR warned the settlers that while they should "not submit themselves to what is wrong," they should "ask nothing but what is right."

It was to this atmosphere William Peacock, the "late Subagent" returned in early April after spending about two months in the Batavia Land Office, copying records to replace the lost ledgers. Although Peacock did not assume the capacity of agent, he was authorized to receive payments and issue deeds for paid-up contracts. Peacock opened a temporary land office in the old Prendergast store, where he updated

the deed map in his free time. However, the once devoted Subagent no longer felt comfortable in serving the people who had turned against him, although some settlers seemed to "want to do business." In a thoughtful letter to Evans, Peacock observed that speculators like Collins, and others, who make promises they could not keep, caused a "most injurious effect upon the general welfare" of the community. He also expressed his wish that Cary would at least visit the county, and attend to the sales of unsold land.¹⁷

Cary, instead of visiting the county, secretly inquired of a Mayville Land Office employee, William Green, about the needs of the settlers, Peacock's plans, and his character. In an extensive report Green explained that the people were still not content with Cary's terms. Nor would they make payments until the ownership of the land was finalized. Green predicted few new sales, as the "February 6th catastrophe stopped immigration" to the county. In reference to Peacock, Green admitted that the Subagent would not want "anything to do with negotiating contracts but (would) merely superintend the Holland Company's interest" during the change of ownership. Regarding the prejudices against Peacock, Green stated that no man had ever conducted business with more integrity than Peacock. Green also admitted that Peacock was at times irritable and had thus become unpopular with many of the people, but the position in which he was placed" was a difficult one for any man to occupy and gain popular favor." Yet, Green added, Peacock identified himself with the land office as if he were "wedded to

it and his heart appeared to be set upon it more than anything else in the world. 18

Despite Green's objective summary of Peacock's character as a land agent, the general consensus among the county's moderate citizens was that the Subagent did not have a chance to survive in the Mayville Land Office. As Lucius Smith, a Fredonia minister, explained in a letter to Evans, nobody could find any good reason for the vicious resentment against the Subagent. Nevertheless, Smith admitted, there were reports that Peacock's life was in danger. Peacock's pessimism increased when he learned that the Batavia Land Office had been attacked on May 13, 1836, and the once popular Evans' life was also threatened. In a mood of deep depression, Peacock wrote Evans that he would not have believed six months ago that "there were such unprincipled men" around them. He warned Evans not to go out after dark because the "villain is a coward and in the night he takes advantage because he thinks he is safe." When Peacock once again became the subject of "most violent threats" against his life and property, he bitterly resigned himself to "be an exile," and in June 1836, left Mayville for Buffalo for the second time. 19

Chautauqua County Settlers' Meeting on June 15, 1836

The announcement of another meeting in Mayville on June 15, occasioned a new wave of town-meetings throughout the county. The Mayville meeting caused great anxiety among the settlers. The lives and the properties of all land office clerks and their friends were threatened. Anyone who did not support the rioters was in danger. The moderate citizens of the county circulated a handbill, in which they urged all

good people to "support the supremacy of the laws" against the senselessness of the "mobocracy." (sic) The militia was called out to stand by in case force was necessary to ensure order.

The meeting was attended by over 1,000 settlers, some of whom arrived with guns. The results were summarized by James Mullett, who explained that the most radical group was again from the Gerry region. The Gerryites announced that if they could not succeed in getting recognition by the convention they would demolish the homes of Judge Peacock and his friends. The different committees, in Mullett's own words, produced "a mass of the most inconsistent contradictory and unreasonable propositions that were ever embodied at a meeting of human beings in any state of civilization." Although, according to Mullett, the "majority adhered to rational and sound principles," the resolution to pay for lands at the contracted price was not passed, though many settlers considered it right. Peacock was truly an unfortunate person, Mullett asserted, as a large part of the crowd openly accused him of "every species of dishonesty" including "unbounded avarice." He was charged with responsibility for the calamities due to his "total mismanagement" of the land office. Some settlers predicted that Peacock "would get killed if he ever returned to Mayville."²⁰

The official report of the June 15th meeting appeared in the June 22nd issue of the FREDONIA CENSOR. The approved resolutions demanded the protection of the existing contracts of the settlers regardless of the status of payments on them. Strong objections were made against price increases, demands were made for discounts on the principal and on

interest payments, and permission was requested for contract subdivisions. In addition, request was made for a new land office and another land agent, since, it was asserted that a "great proportion of the difficulties and the disturbances. . . may be traced to the discourteous, haughty, overbearing, and tyrannical course pursued by the Agent " of the Holland Land Company in Chautauqua County. Thus ended the second major convention within six months. The anticipated violence never occurred. In fact, calling out the militia was criticized by some and even ridiculed by others.

Hostility slowly subsided among the settlers in the county. Once they regained their composure many of them would have paid on their contracts, but there was neither land office nor land agent to conduct business. A number of settlers sent their purchase requests from the county to Evans, who was no longer selling land in Chautauqua County, or to Cary, who could not yet sell land. On July 6, the FREDONIA CENSOR publicly called on the owners, "who ever they are," to meet their obligations toward the settlers by opening the land office with an agent whose instructions conformed to the spirit of all existing contracts. If this were done, the new "company will find no body of men more ready to discharge their obligations, than the settlers of Chautauqua County." However, the Holland Land Company could not respond to the CENSOR's appeal because its hands were bound by the Cary, Lay, and Schermerhorn contract. The new owners-to-be were unable to complete their purchase as they had not yet made their required downpayment. In late May, they applied for yet another extension. But Vanderkemp, feeling that con-

tinuing uncertainty created unreasonable pressure on the settlers, denied their request. Vanderkemp informed the new company that their initial payment was expected by July 1, 1836.²¹

At the same time the Holland Land Company had to arrive at a decision about Peacock's future. In a letter to Vanderkemp on June 20, 1836, Evans, for the first time, admitted that he had been aware of Peacock's unpopularity. But, in his opinion, Peacock was "not a worse agent on that account." Evans blamed "some unprincipled men," who attacked Peacock's character because the Subagent would not turn against the Holland Land Company. Further damage was done, explained Evans, by the "unfortunate state of things brought about by the cupidity of (Messrs) Cary and Lay to gain an almost unheard of clamour against" Peacock. Therefore, Evans decided, for Peacock's own good he would advise him to resign the agency."²²

After 26 years of service to the Holland Land Company, William Peacock deserved a more compassionate farewell. However, Evans' decision placed the wishes of the majority above the feelings of the Subagent. Obviously, many settlers would not have accepted the continuation of Peacock's service as land agent. On behalf of the new Company Cary had already declared his belief that Peacock had "rendered himself so obnoxious to the settlers" that he was planning to appoint a new land agent.²³ Peacock made it clear on several occasions that he was unwilling to conduct any business for the new proprietors. Such an atmosphere marked the termination of the Peacock regime in riotous

Chautauqua County, and the appearance of a new land agent to inaugurate the land sales activities for the new Company.

William Henry Seward and the Chautauqua Land Office

The new proprietors faced a double task: (1) they had to raise the overdue first installment and the rest of the land purchase payments owing the Holland Land Company; (2) they had to appoint a land agent to reestablish a land office in Chautauqua County. By the middle of June, 1836 another partner, Jared A. Rathbone, an Albany merchant, joined Cary, Lay, and Schermerhorn. Although Cary remained the spokesman of the land speculators to raise capital and to handle the cumbersome financial and legal transactions, the young, controversial Auburn lawyer and aspiring politician, William Henry Seward, was appointed. Seward soon also became partner and land agent. He established the Chautauqua Land Office and managed it for an annual wage of \$5,000 and two-ninths share of the earned profit.

During the transfer of land ownership records Seward worked closely with Evans and Peacock. Peacock, who was in the Batavia Land Office, reluctantly agreed to prepare the voluminous land transaction records, without which Seward could not open an office for business. When word arrived in July in Chautauqua about the identity of the new land agent, the settlers rejoiced, as many of them had cast their anti-Masonic votes in favor of Seward when he ran for governor in 1834. Several, including the persevering Judge Birdsall, had written to him, assuring Seward that he would be "uniformly well received." But Seward was also warned that his Whig political affiliation would cause some difficulties as a good

part of the county strongly supported Jackson. In the press Seward was praised for his "urbanity and gentlemanly bearing." The FREDONIA CENSOR hoped that Seward's instructions would be "the right kind," and that, since he was not a speculator, Seward would scrupulously respect the rights and interests of the settlers. Unknown to the CENSOR and the general public, the charismatic Seward had a direct share in the profits of the Company, and that he too was a profit-seeking land speculator. Seward quickly recognized the best lots in the county and deeded them to himself "to silence claims on the part of pretended claimants."²⁴

Seward's appearance in Chautauqua County created quite a stir when it became evident that the new land office would not be in Mayville. Before his arrival Cary was approached by some Westfield citizens who suggested that the opening of a land office in Mayville might "operate against the interest of the new Company." They "cheerfully" offered their assistance to help Seward settle his office in Westfield. When Cary and Seward visited the county, they contemplated such a possibility, although at that time they also considered Mayville and Fredonia as possible office sites. Westfield was finally selected and Seward opened an office in Gale's Hotel, on July 24, 1836. Later he made arrangements to move to the McClurg Mansion. He justified his selection by stating that in Westfield "the office will be much less exposed to the dictation of the turbulent (settlers) who assume to control the management of it." In addition, Seward was attracted by Westfield and its harbor, which may have been his main reason for settling there. Seward shared his private interest with his good friend Thurlow Weed, who also thought the place

was a "most bountiful providence," therefore he soon purchased some land there. 25

In the Chautauqua Land Office Seward tried to recruit at least some of the old Mayville Land Office clerks. One of them, hoping to be employed passed on demeaning information about Judge Peacock. According to the clerk, Peacock refused to cooperate in transferring some land office documents. Contrary to the clerk's assertion Cary wrote to Seward that Peacock was well-disposed to give "every information in his power." To prove it, when Cary and Seward requested a bookkeeper to be trained by the Batavia Land Office, Peacock agreed to teach Seward's clerk how to keep the accounts and prepare reports. 26

The settlers in Chautauqua County did not accept the new owners and their terms instantaneously. Riotous feelings, sparked by rumors of another attack on the Chautauqua Land Office, lasted throughout 1836. However, Seward, by regularly publishing explanations of new policies and his sentiments about them in the local newspapers, was able to quiet settler unrest. He likewise managed to procure necessary funds for the new owners, with a sizable mortgage loan from the American Life Insurance and Trust Company. In addition, Seward himself heavily invested in Chautauqua lands. Finally, on July 14, 1838, William Henry Seward, on behalf of his fellow land speculators, made the last payment to the Dutch investors. The Holland Land Company ended its connection with Chautauqua County. 27

During his stay in Chautauqua County, William Henry Seward befriended many community members. It is commonly assumed in the his-

torical accounts of the period that he, and later his brother, Benjamin Jennings, maintained a congenial relationship with Judge Peacock, although sufficient proof has not been found in the Seward documents. The two men supported opposing political parties, but they may have had other common interests. The following letter to Judge Peacock, written at the commencement of the new land agency in the county, clearly speaks of Seward's sincerity toward the deposed Subagent:

I will be pleased with a frank communication of your views, wishes and feelings in relation to any connection with the business. . . . I pray you to be assured that I entertain the highest respect for your character and a sincere desire that your interests and your feelings may suffer no injury in consequence of the arrangements which have been made.

Despite these assurances of personal regard, it is fair to assume that Subagent Peacock's feelings did suffer from the accusations that he was held personally responsible for the unfortunate events in Chautauqua County. When he arrived at Batavia after the night of February 6, David E. Evans wrote to the Agent General that Peacock "has not yet recovered from the effects of the flight," and Evans feared "that he never will." The Resident Agent was correct. Peacock never really recovered from the attacks to which he was subjected during those infamous days. He became bitterly disillusioned over his future, especially when he realized that his employers had also deserted him during his time of dire need. Therefore Peacock decided to submit a bill of \$2,257.40 to the Holland Land Company, ostensibly, to cover the rental, candles, and firewood for the demolished land office. This was Peacock's way of requesting compensation for the loss of his private property, as neither the village

of Mayville nor the Holland Land Company, had reimbursed him for the damage to the land office building. Vanderkemp, the Agent General, was surprised that Peacock had "permitted 22 years to lapse without making the charge." Vanderkemp added that he was sorry that the account was presented and he did not "feel at liberty" to honor it.²⁹ With the denial of this reimbursement, 33 years of regular correspondence between Subagent Peacock and the Holland Land Company came to an end. William Peacock, a casualty of land speculation in western New York, thus completed his career as land agent of the Mayville Subagency in Chautauqua County from November 1810 to October 1836.

The termination of the Holland Land Company in Western New York

When the Holland Land Company completed the last major sale of land in western New York, it ended its 40 years of land speculation activities in the state. This conglomerate of Dutch banking houses originally purchased the 3.3 million acres of land to make quick profit. As the Company could not sell this vast acreage to other land speculators with similar intentions, it opened the Holland Purchase for retail sale to individual settlers. Through this process it became a participant in the development of the western New York frontier. Orsamus Turner, in his early study of the Holland Purchase, stated about its Dutch owners that "few enterprises have ever been conducted upon more honorable principles than. . . the purchase, sale and settlement of the Holland Purchase. . . . The interest of the settlers (and) the prosperity of the country were made secondary in but a slight degree, to the security of their principals (and) a fair and reasonable return for their in-

vestment." ³⁰ For the five to six percent profit the Holland Land Company ultimately harvested from selling wild lands, it extended much patience, leniency and understanding to the settlers. Most important was the Company's easy purchase terms which were needed more than anything else on the cash-short western New York frontier. Without this indulgence the settlement of the Genesee Purchase would have been much slower, and greater sacrifice would have been required from the settlers.

The absence of money was a predominant factor in the lives of many Americans during the frontier period. The majority of those who settled on the Holland Purchase, and particularly in Chautauqua County, were often too poor to move on to territories further west. The settlers learned to depend on the leniency of the Dutch proprietors who, for a token downpayment, granted land for the establishment of their homesteads. Subagent Peacock's land ledgers attest to the acceptance for downpayment of such pawned articles as a watch, a rifle, and, at times, a mere "promise to pay." To meet the needs of Chautauqua County settlers, Peacock often departed from his superior's strict instructions in order to manage his land office by his understanding of the Company's policy of indulgence.

This early policy of indulgence later became an important contributing factor in the Company's difficulties in collecting the long outstanding debts, mainly because the pioneer settlers sustained their daily lives on credit. Merchants also encouraged credit as it was the only way they could sell their goods. With the growth of land cultivation and livestock raising, payment in kind became popular. The Holland

Land Company introduced this mode of payment several times but it did not significantly diminish the fast-accumulating debts. While the Company Agents believed that expanding settlement meant prosperity and afforded the settlers the capability to meet their financial obligations, the settlers treated their debts with an increasingly casual attitude. When external pressures and changing economic situations made the collection of debts more urgent for the Company, an attempt was made to change the long-standing policy of indulgence. The Company enforced debt collections but the settlers with limited cash, instead of responding to this pressure with payments, panicked.³¹

In Chautauqua County the settlers' fear of losing their homesteads led to riots and the destruction of what they believed to be the source of oppression. Subagent Peacock, a public servant, caught among the angry settlers, the financial needs of the Dutch land owners, and the profit oriented domestic speculators became a scapegoat and casualty. Those who envied his refined personal lifestyle took advantage of the occasion to cause him more harm. Later, in the reminiscences of some settlers "his kindness and benevolence to the early settlers" was recognized, and it was believed that "he did more for this county than any one individual."³² From the perspective of a 150 years it is possible to conclude that William Peacock did not deserve to be victimized. The available documentation clearly indicates that he was an attentive and compassionate land agent. The many years of tending the land office business and watching the adversities of frontier life affected his spirit, and made him irritable. On the other hand, he was predominantly

known, and remembered as a "kind, noble, generous-hearted man." Despite the occasional sarcasm that shone through his letters, and his acknowledged short temper with some settlers, he was unfairly singled out and punished by having to abandon an office through which he guided a frontier settlement into an established community.

Although the termination of the Holland Land Company's land-selling activities in western New York in 1836 coincided with the nation-wide bursting of the bubble of land speculation, national events had only a limited impact on the developments that brought the Dutch enterprise to an end. On the one hand, the widespread mania of land speculation supported by federal policies prior to President Jackson's issuance of the Specie Circular in 1837, fueled the efforts of domestic land speculators such as Cary and Lay to purchase unsold Dutch lands with non-existent funds. On the other hand, the variety of problems inherent in land sales by the alien Dutch land owners were unique to western New York. In the long run, it was the unique local problems, not the influence of national events, which determined the Holland Land Company's ultimate decision to sell their land holdings to domestic speculators.

The domestic speculators, Trumbull Cary and his associates were affected by settler resistance to land debt payments and by the difficulties of obtaining loans for large tract purchases, so that the completion of their land purchase agreement was delayed for three years. It was only with the help of William Henry Seward, who possessed unusual persistence and influence, that the domestic speculators could raise a large percentage of the necessary funds by bond and mortgage arrange-

ments. Like the Dutch land owners, the domestic speculators were selling their lands for many years in Chautauqua County for a small return on their investments.

The settlers of Chautauqua County were perhaps the most fortunate participants in this microcosmic example of land speculation in western New York. They contracted their lands from the Holland Land Company during an era when lenient payment policy under the land agency of William Peacock greatly aided the establishment and improvement of their homesteads. When the new proprietors attempted to impose harsher terms the violent reaction of the settlers forced the land speculators to introduce easier payment terms and honoring the Holland Land Company contracts, including the expired ones. Subagent Peacock's successor, William Henry Seward, likewise developed an understanding of the settlers' needs which enabled the settlers to make their homesteads permanent in the steadily growing county. But it was the Holland Land Company and William Peacock the Mayville Subagent who played a crucial role in the transition of Chautauqua County from frontier wilderness to a flourishing community.

NOTES

INTRODUCTION

A SHORT HISTORICAL BACKGROUND OF LAND SALES AND LAND SPECULATION IN AMERICA

1. The introductory paragraph had been compiled from readings in the following sources with specific page number citations to factual information. Marion Clawson, *MAN AND LAND IN THE UNITED STATES* (Lincoln: University of Nebraska, 1964), p. 1; Aaron M. Sakolski, *LAND TENURE AND LAND TAXATION IN AMERICA*, (New York: Robert Schalkenbach Foundation, 1950), pp. 5-10, 20-24, 47-48; Henry George, *PROGRESS AND POWER* (New York: Robert Schalkenbach Foundation, 1955), pp. 272, 295; Aaron M. Sakolski, *THE GREAT AMERICAN LAND BUBBLE* (New York: Harper, 1932), pp. 1-3; Historical facts and dates had been checked in Samuel Eliot Morison, *OXFORD HISTORY OF THE AMERICAN PEOPLE* (New York: Oxford University Press, 1965), pp. 48-54, 70 and in the pertinent volumes of the *DICTIONARY OF AMERICAN HISTORY*, 8 volumes (New York: Charles Scribners and Son, 1976); Shaw Livermore, *EARLY AMERICAN LAND COMPANIES* (New York: Octagon, 1968), p. 20.

2. The Pre-Revolutionary land companies are extensively discussed in Livermore, *LAND COMPANIES*, pp. 74-132; Sakolski, *LAND TENURE*, pp. 46-58; and in Sakolski, *LAND BUBBLE*, pp. 3, 28.

3. Malcolm J. Rohrbough, *THE LAND OFFICE BUSINESS* (New York: Oxford University Press, 1968), pp. 7-8; Payson J. Treat, *THE NATIONAL LAND SYSTEM, 1785-1820* (New York: Russell and Russell, 1967), p. 106.

4. Rohrbough, *LAND OFFICE BUSINESS*, pp. 13, 27.

5. Paul W. Gates, *LANDLORDS AND TENANTS ON THE PRAIRIE FRONTIER* (Ithaca: Cornell University Press, 1973), pp. 51-52.

6. Military bounty grants are discussed in Clawson, *MAN AND LAND*, pp. 31; Sakolski, *LAND BUBBLE*, p. 32; Benjamin H. Hibbard, *HISTORY OF PUBLIC LAND POLICIES* (Madison: University of Wisconsin Press, 1965), pp. 116-125; Rohrbough, *LAND OFFICE BUSINESS*, pp. 69, 78, 291; earthquake certificates are discussed in Sakolski, *LAND TENURE*, p. 129; Sakolski, *LAND BUBBLE*, p. 207.

7. Treat, *NATIONAL LAND SYSTEM*, pp. 67, 84, 99; Rohrbough, *LAND OFFICE BUSINESS*, pp. 7, 18, 35, 40, 187-192; Gates, *LANDLORDS AND*

TENANTS, pp. 5, 13; Paul W. Gates, "Tenants of the Log Cabin," MISSISSIPPI VALLEY HISTORICAL REVIEW 49 (June 1962): 3, 8.

8. Rohrbough, LAND OFFICE BUSINESS, pp. 31-34, 290, passim; Sakolski, LAND BUBBLE, p. 242; Gates, LANDLORDS AND TENANTS, pp. 59-60.

9. Rohrbough, LAND OFFICE BUSINESS, quoted from p. 75, pp. 141-146, 174-180, 300-301.

10. On settler mobility see Rohrbough, LAND OFFICE BUSINESS, p. 89; Neil A. McNall, AN AGRICULTURAL HISTORY OF THE GENESEE VALLEY (Philadelphia: University of Pennsylvania Press, 1952), pp. 40-41; Robert W. Bingham, ed., REPORTS OF JOSEPH ELLICOTT, 2 vols. (Buffalo: Buffalo Historical Society, 1937), pp. 2, 215; (hereafter cited as JER.) and in letters from William Peacock to Joseph Ellicott, May 10, July 11, September 21, October 27, 1812, Joseph Ellicott Correspondence, Buffalo and Erie County Historical Society, Buffalo, New York (hereafter cited as JEC); squatting is explored in Sakolski, LAND BUBBLE, p. 22; Sakolski, LAND TENURE, pp. 44, 109-30, passim; Rohrbough, LAND OFFICE BUSINESS, pp. 94-95, 200-202, 299.

11. Clawson, MAN AND LAND, p. 78.

12. Sakolski, LAND BUBBLE, pp. 115-125, passim.

13. Rohrbough, LAND OFFICE BUSINESS, pp. 13, 18, 21; Livermore, LAND COMPANIES, pp. 134-146 on the Ohio Company; On the Yazoo speculation see Sakolski, LAND TENURE, pp. 78-79; Livermore, LAND COMPANIES, pp. 146-162; Sakolski, LAND BUBBLE, pp. 124-146; and Hibbard, PUBLIC LAND POLICIES, p. 212.

14. Livermore, LAND COMPANIES, pp. 162-170; Sakolski, LAND BUBBLE, pp. 47-50, 143-145.

15. Several land historians touch on the reasons of land speculation. Specific references were taken from Hibbard, PUBLIC LAND POLICIES, p. 209; Sakolski, LAND BUBBLE, p. 169; Rohrbough, LAND OFFICE BUSINESS, pp. 137-140; Treat, NATIONAL LAND SYSTEM, p. 107; Paul W. Gates, "Frontier Land Business in Wisconsin," WISCONSIN MAGAZINE OF HISTORY 53 (Summer 1969): 311; and other cited publications by Gates; Robert P. Swierenga, PIONEERS AND PROFITS (Ames: Iowa University Press, 1968), p. 4.

16. Richard T. Ely, "Land Speculation," JOURNAL OF FARM ECONOMICS 2 (July 1920): pp. 121-135. Ely believed that colonization was a good public service. Those who invested their capital helped open the settlements. Those who held land for future profit were bad speculators. They retarded development. Henry George in PROGRESS AND POVERTY was anti-speculation, he favored common land ownership. A number of publications deal specifically with the nature of land specu-

lation in the works of Paul W. Gates. The following citations are some examples: "Frontier Land Business in Wisconsin," "Tenants of the Log Cabin," LANDLORDS AND TENANTS, p. 9, "The Role of the Land Speculator in Western Development," PENNSYLVANIA MAGAZINE OF HISTORY AND BIOGRAPHY 55 (July 1942): 314-333; Swierenga, PIONEERS AND PROFITS, pp. 218-219; Allan Bogue and Margaret Bogue, "Profits and the Frontier Land Speculation," JOURNAL OF ECONOMIC HISTORY 17 (March 1957): 24; Robert P. Swierenga, "Land Speculation and its impact on American Economic Growth and Welfare," WESTERN HISTORICAL REVIEW 8 (July 1977): 283-302, is an excellent survey article on the evolution of the historical effect of land speculation in form of an evaluative historiography.

17. Note should be taken that occasional conflicting dates of regional charters, treaties, and other events were compiled from the several sources that will be cited in the notes under "Land ownership and the Empire State." For dates and facts in the introductory paragraphs see Morison, OXFORD HISTORY, pp. 75-77; Sakolski, LAND BUBBLE, p. 25; Orsamus Turner, PIONEER HISTORY OF THE HOLLAND PURCHASE OF WESTERN NEW YORK, Buffalo: George H. Derby and Company, 1850; reprint ed., Buffalo,: Jewett Thomas & Co., 1974, p. 325; William Chazanof, JOSEPH ELLICOTT AND THE HOLLAND LAND COMPANY (Syracuse: Syracuse University Press, 1970); p. 4; Sakolski, LAND TENURE, pp. 70, 187-188; McNall, GENESEE VALLEY, pp. 11-12. It is also to be noted that although tenant-landlord discontents were predominant during the 1840's, they are not to be mistaken for the Holland Purchase settlers' riots that were aimed at the Dutch and domestic landowners, who held their land for high prices and pressured the settlers for payments in times of currency shortage on the frontier settlements.

18. A.C. Flick ed., HISTORY OF THE STATE OF NEW YORK, 10 vols. (New York: Columbia University Press, 1933-1937), Vol. 5: pp. 154-158; Sakolski, LAND BUBBLE, p. 55; McNall, GENESEE VALLEY, pp. 13-14; Helen I. Cowan, CHARLES WILLIAMSON, GENESEE PROMOTER (Rochester: Rochester Historical Society, 1941), pp. 1-14 on the Pulteney Estate; Turner, HOLLAND PURCHASE, pp. 325-328; Livermore, LAND COMPANIES, pp. 197-214, has a good chapter on land companies in New York State; E.W. Vanderhoff, HISTORICAL SKETCHES OF WESTERN NEW YORK (Buffalo: The Matthew-Northrup Works, 1907), pp. 6-32.

19. Livermore, LAND COMPANIES, pp. 198-203; Sakolski, LAND TENURE, pp. 71-72; Flick, HISTORY OF NEW YORK, Vol. 5, pp. 150-154.

20. Turner, GENESEE PURCHASE, pp. 396-400; Flick, HISTORY OF NEW YORK, Vol. 5, pp. 159-160; Barbara Chernow, "Robert Morris: Genesee Land Speculator," NEW YORK HISTORY, 58 (April 1977): 209-210.

21. Vanderhoof, HISTORICAL SKETCHES, p. 63; Barbara Chernow, "Robert Morris and Alexander Hamilton," in BUSINESS ENTERPRISE IN EARLY NEW YORK, ed. by Joseph Frese and Jacob Judd (Tarrytown: Sleepy Hollow Press, 1979), p. 81; Chernow, "Robert Morris: Genesee Land Specula-

tor," pp. 195-220 explores the Genesée Purchase, other speculative enterprises and Morris' downfall; Sakolski, LAND BUBBLE, p. 65.

22. Vanderhoof, HISTORICAL SKETCHES, p. 43; Gates, "Frontier Land Business in Wisconsin," pp. 308-309.

NOTES

CHAPTER I

THE HOLLAND LAND COMPANY

1. Pieter J. Van Winter, *AMERICAN FINANCE AND DUTCH INVESTMENTS, 1780-1805*, with an Epilogue to 1840, ed., by James C. Riley, 2 vols., with continuous pagination, (New York: Arno Press, 1977). These massive volumes outline in great detail the Dutch investments particularly in the early development of the American nation. Sections that are pertinent to the introductory paragraphs appear on the following pages: 406, 480, 25, 62, 230-232, 244, 568, 574, in that order; Hamilton's SUM investment appears in Chernow, "Robert Morris: Genesee Land Speculator," p. 208.

2. Van Winter, *AMERICAN FINANCE*, pp. 482, 630-639, on small tract purchases; Paul D. Evans, *THE HOLLAND LAND COMPANY*, (Buffalo: Buffalo Historical Society, 1924), pp. 4-9, on Cazenove and his role; Chazanof, *JOSEPH ELLICOTT*, pp. 4-6; The Pennsylvania Purchase is discussed in P.D. Evans, *HOLLAND LAND COMPANY*, pp. 107-176, *passim*.

3. The organization and administration of the Holland Land Company is outlined in the "Introduction" of Wilhelmina C. Pieterse, *INVENTORY OF THE ARCHIVES OF THE HOLLAND LAND COMPANY, 1789-1869*, (Amsterdam: Municipal Printing Office, 1976), pp. 9-25; Van Winter, *AMERICAN FINANCE*, Chapter 13, pp. 618-684; Evans, *HOLLAND LAND COMPANY*, pp. 33-34, and p. 44 on Busti; *JER*, Vol. 2 p. 359 on VanderKemp.

4. Van Winter, *AMERICAN FINANCE*, in addition to Chapter 13, pp. 618-684, see also pp. 721 and 726; Chernow, "Robert Morris: Genesee Land Speculator," pp. 212 and 215; Archives of the Holland Land Company, Municipal Archives of Amsterdam, Amsterdam, The Netherlands, *INVENTORY* Item number 801 contains a manuscript "map prepared for the Big Tree Treaty, dated September 14, 1797." (References to this manuscript collection will be hereafter cited as Holland Land Company Item ____.)

5. Joseph Ellicott's contract appears in a form of letter from Theophile Cazenove to Joseph Ellicott, May 10, 1798, it is reprinted in *JER* Vol. 1 pp. 21-30. His report of the "great survey" is in a form of letter from Ellicott to Paul Busti, n. d. entitled: "Rapport & Compte de L'Arpentaye du Genesee par Mr. J.H. Ellicott," it is reprinted in *JER* Vol. 1 pp. 82-129; P.D. Evans, *HOLLAND LAND COMPANY*, pp. 197-203. For a comprehensive study on Joseph Ellicott and his career with the Holland Land Company see Chazanof, *JOSEPH ELLICOTT*. "The official Township maps with field note descriptions" by Joseph Ellicott,

dated November 1800, are in Holland Land Company Items 528-530; Several copies of the engraved map entitled "Map of Morris Purchase West Genesee in the State of New York, 1800" by Joseph and Benjamin Ellicott, appear in Holland Land Company Items 189, 219 and elsewhere.

6. The Company's search for a sales policy at the opening of the sales for settlement is covered in P.D. Evans, HOLLAND LAND COMPANY pp., XIII-XIV, 21; McNall, GENESEE VALLEY pp. 50-53; Flick, HISTORY OF NEW YORK, Vol. 5 p. 161. The Pulteney Estate is studied in Cowan, CHARLES WILLIAMSON, pp. 199-200, passim; Lincklaen's Cazenovia settlement is covered in P.D. Evans, HOLLAND LAND COMPANY, pp. 37-62, the investment figures appear on p. 40.

7. P.D. Evans, HOLLAND LAND COMPANY, pp. 215-218.

8. P.D. Evans, HOLLAND LAND COMPANY, p. 218-230; Chazanof, JOSEPH ELLICOTT, pp. 31-45; JER Vol. 1 pp. 129-135 his "Articles of Agreement. . ." is reprinted.

9. JER vol. 1 p. 300 on the Hoops contract and plan, pp. 350-358 and passim on the annulment of the contract; see also, P.D. Evans, HOLLAND LAND COMPANY, pp. 257-258.

10. P.D. Evans, HOLLAND LAND COMPANY, pp. 259-262, on the McMahan contract; pp. 262-264, on the Phelps-Chipman contract. In JER Vol. 1 pp. 297-298 appears Ellicott's discussion on speculators.

11. P.D. Evans, HOLLAND LAND COMPANY, p. 268 on the "en bloc" sales; JER Vol. 1 p. 301; Paul Busti to Joseph Ellicott, January 10, 1804, Joseph Ellicott to Paul Busti, February 17, 1801, JEC.

12. For road cutting and road related problems see chapter five in Chazanof, JOSEPH ELLICOTT, pp. 80-93, passim; JER Vol. 1 pp. 272-274, 282, Vol. 2 pp. 9-16, 35-36, passim in his annual reports throughout the years; P.D. Evans, HOLLAND LAND COMPANY, pp. 276-287, passim.

13. Land sales techniques are discussed in JER, Vol 1, pp. 172, 313-314, passim in his annual reports throughout the years; P.D. Evans, HOLLAND LAND COMPANY, pp. 238-240, passim; McNall, GENESEE VALLEY, pp. 39-40.

14. P.D. Evans, HOLLAND LAND COMPANY, p. 316.

15. The Company's payment policy up to 1810 is analyzed in P.D. Evans, HOLLAND LAND COMPANY, pp. 305-308, both quotes from Busti to Ellicott appear on p. 305, payment in kind is explored up to 1810 on pp. 313-315; McNall, GENESEE VALLEY, pp. 35-38; The problems of land sales and payments are faithfully represented in JER, in Ellicott's annual reports for most years under the heading: "Sales, Payments, and

Receipts, and Observations." The receipts in some years were so meager that they hardly defrayed the annual administrative expenses and taxes.

16. JER, Vol. 2, pp. 33-91, report on the development of the Holland Purchase appears on pp. 42-45, population figures on p. 77, increase on land price on p. 77; P.D. Evans, HOLLAND LAND COMPANY, pp. 245-247; Chazanof, JOSEPH ELLICOTT, p. 109.

17. Paul Busti to Joseph Ellicott, July 18, 1810, JEC.

NOTES

CHAPTER II

THE DEVELOPMENT OF CHAUTAUQUA REGION UP TO 1810

1. The early historical background of the county is covered in several familiar sources. Specific dates and periods were obtained from the two major county histories: Andrew W. Young, *HISTORY OF CHAUTAUQUA COUNTY, NEW YORK*, (Buffalo: Matthews and Warren, 1875), pp. 2-63; and Obed Edson, *HISTORY OF CHAUTAUQUA COUNTY, NEW YORK*, (Boston: W.A. Ferguson & Co., 1894), pp. 17-115.

2. Young, *HISTORY OF CHAUTAUQUA COUNTY*, pp. 60, records the state boundary line surveys. Edson, *HISTORY OF CHAUTAUQUA COUNTY*, pp. 146-152; Turner, *HOLLAND PURCHASE*, p. 413; Joseph Ellicott to August Porter, April 11, 1798, and others in JEC.

3. Examples of letters from settlers concerning land purchases: Joseph Ellicott to Paul Busti, June 7, 1805; Joseph Ellicott to Paul Busti, June 8, 1804, Thomas McClintock to Joseph Ellicott, September 28 1804, March 28, 1805, Joseph Ellicott to Thomas McClintock, October 1, 1804, Joseph Ellicott to Thomas Moore, December 22, 1803, William G. Sydnor to Joseph Ellicott, January 5, March 28, November 22, 1804, and February 22, 1805, all in JEC; Young, *HISTORY OF CHAUTAUQUA COUNTY*, pp. 75, 542; *CENTENNIAL HISTORY OF CHAUTAUQUA COUNTY*, 2 vols. (Jamestown, New York: Chautauqua History Company, 1904), Vol. 1, p. 647.

4. Numerous letters were exchanged between Kennedy and Ellicott. The following list is a representative selection: Thomas Kennedy to Joseph Ellicott, October 3, 1803, January 12, March 15, May 10, September 19, 1804, August 6, 1806, May 12, 1807, March 23, 1808, Joseph Ellicott to Thomas Kennedy, December 15, 1803, October 27, 1805, Joseph Ellicott to Paul Busti, May 14, 1804, March 16, 1806, JEC

5. A large amount of letters were generated between the settlers of the county and the Batavia Land Office. Only a very few could be mentioned: Joseph Ellicott to William Ellis, June 7, 1806, William Bemus to Joseph Ellicott, November 10, 1807, Rowland Cotton, et al., to Joseph Ellicott, March 19, 1808, Elizah Risley to Joseph Ellicott, June 18, 1808, Joseph Ellicott to John Scott, June 26, 1809, Joseph Ellicott to Thomas McClintock, December 26, 1809. Paul Brunsty, et al., to Joseph Ellicott, Petition, January 30, 1808, JEC.

6. At least twenty letters pertaining to the contract negotiations are dated before 1802. The more important ones are herewith listed: John McMahan to Paul Busti, November 5, 1797 HOLLAND LAND COMPANY Item 337. John McMahan to Andrew Ellicott, September 23, 1800, Joseph Ellicott to Paul Busti, January 16, 1801, John McMahan to Joseph Ellicott, February 27, 1801. Joseph Ellicott to Paul Busti, May 29, 1801, Joseph Ellicott to John McMahan, October 1, 1801, JEC.

7. Quote appears in Paul Busti to Joseph Ellicott, March (?) 1802, Contract is dated January 1803, JEC.

8. The last three paragraphs on John McMahan contain information from the following sources: JER Vol. 1, pp. 298-299, 366-367, Vol. 2, pp. 17-18, 87; William Peacock to Joseph Ellicott, February 9, 1811, Benjamin Evans to Joseph Ellicott, October 13, 1817, JEC; on the John McMahan farm sale, later transferred by Benjamin Evans to William Peacock, that deed dated May 7, 1822, is in George Hunter Bartlett Papers, Buffalo and Erie County Historical Society, Buffalo, New York, Box 5, (hereafter cited as Bartlett, Box No.)

9. Young, HISTORY OF CHAUTAUQUA COUNTY, pp. 32, 70; P.D. Evans, HOLLAND LAND COMPANY, p. 261; Busti to Joseph Ellicott, July 27, 1803, Joseph Ellicott to James McMahan, July 23, 1803, June 24, 1804. His acceptance in payment in kind, for instance appears in James Dunlop to Joseph Ellicott, June (?) 1806, JEC; Joseph Ellicott to Paul Busti, August 12, 1809, JER, Vol. 2, p. 18.

10. Joseph Ellicott to William Peacock, July 15, 1811, William Peacock to Joseph Ellicott, September 10, 1811, on McMahan's deception, William Peacock to Joseph Ellicott, July 2, 1813, Farley Fuller, et al., to Joseph Ellicott, October 16, 1813, Joseph Ellicott to Paul Busti, October 26, 1813, James McMahan to Joseph Ellicott, February 3, 1814, Joseph Ellicott to James McMahan, February 21, 1814, Joseph Ellicott to William Peacock, March 4, 1814, JEC.

11. The McMahan brothers in local history books: Young, HISTORY OF CHAUTAUQUA COUNTY, pp. 71-74, 120, 161, 512, 531, 585, passim; Edson, HISTORY OF CHAUTAUQUA COUNTY, pp. 165-168; Helen G. McMahon, CHAUTAUQUA COUNTY, A HISTORY, (Buffalo: Henry Stewart, 1958), pp. 34-36; William Peacock to Joseph Ellicott, October 27, 1812 on John's treatment of the militia, Joseph Ellicott to William Peacock, January 31, 1815, William Peacock to Joseph Ellicott, February 20, 1815, William Peacock to Joseph Ellicott, February 20 1815, on James' behavior in the post office, JEC. It should be noted that in the correspondence occasionally the first name is omitted, therefore, at times it is difficult to credit the proper brother with an event or commitment.

12. Chazanof, JOSEPH ELLICOTT, p. 110; Young, HISTORY OF CHAUTAUQUA COUNTY, p. 206; Turner, HOLLAND LAND COMPANY, p. 513 on the prosperity of the county; Joseph Ellicott to Paul Busti, May 17, 1805, Paul Busti to Joseph Ellicott, June 3, 1805, JEC. Early histories of

the county claim that Mayville was named after Bustis' baby girl. It is to be noted, that the couple did not have any children.

13. Joseph Ellicott to Paul Busti, August 12, 1809, JEC.

14. P.D. Evans, HOLLAND LAND COMPANY, p. 281; Chazanof JOSEPH ELLICOTT, p. 84; Paul Busti to Joseph Ellicott, June 9, 1804, Matthew Prendergast to Joseph Ellicott, June 18, 1808, JEC; JER Vol. 2, pp. 18-19.

NOTES

CHAPTER III

WILLIAM PEACOCK AND THE HOLLAND LAND COMPANY BEFORE 1810

1. Peacock's intention to go to New Orleans is also cited in C.W. Evans, *BIOGRAPHICAL AND HISTORICAL ACCOUNTS OF THE FOX, ELLICOTT AND EVANS FAMILIES, AND DIFFERENT FAMILIES CONNECTED WITH THEM*, (Buffalo: Baker, Jones & Co., 1882), p. 226. Peacock's surveying in the Buffalo Area had been widely documented in the historical publications of the region. For example see: Robert W. Bingham, *THE CRADLE OF THE QUEEN CITY*, (Buffalo, Buffalo Historical Society, 1931), pp. 181-182; and Crisfield Johnson, *CENTENNIAL HISTORY OF ERIE COUNTY*, (Buffalo, Printing House of Matthews and Warren, 1876), p. 114; Peacock's surveying in Chautauqua County is covered in numerous letters between Ellicott, himself and others. Some representative dates of them include Joseph Ellicott to A. McIntire, September 5, 1804, Joseph Ellicott to Thomas Kennedy, October 10, 1804, Joseph Ellicott to William Peacock, October 21, 1804, Joseph Ellicott to Joseph McClure, June 17, 1804, William Peacock to Benjamin Ellicott, September 18 and 20, 1805, JEC.

2. Joseph Ellicott to William Peacock, September 20, 1805, William Peacock to Joseph Ellicott, November 12, 1805, JEC.

3. Peacock's surveying in Chautauqua after 1805 is reported in a set of letters. For instance: William Peacock to Joseph Ellicott, August 20, 1809, Joseph Ellicott to Paul Busti, September 19, 1809, JEC; Influencing the Prendergasts and the Bemuses to settle in Chautauqua is referred to in Gilbert Hazeltine, *THE EARLY HISTORY OF THE TOWN OF ELLICOTT*, (Jamestown: Journal Printing Company, 1887), p. 43; Peacock's signing of the petitions is cited in Young, *HISTORY OF CHAUTAUQUA COUNTY*, pp. 112-113; Copy of original petition is in Elial T. Foote, *PAPERS*, Vol. 2, p. 285, Chautauqua County Historical Society, Westfield, New York.

4. Peacock's performance of other duties is learned from the following, and other letters: William Peacock to Joseph Ellicott, September 19, 1804, Joseph Ellicott to Jesse Hawley, September 27, 1804, JEC; Peacock's marriage to Alice Evans cited in a number of sources that will be later listed. For date, though not for the correct first name of the bride, see Chazanof, *JOSEPH ELLICOTT*, p. 78.

5. William Peacock to Joseph Ellicott, November 12, 1805, JEC; Peacock's payment in land is recorded in JER, Vol. 1, p. 296.

6. Joseph Ellicott to Paul Busti, April 10, 1810, Paul Busti to Joseph Ellicott, July 18, 1810, Joseph Ellicott to Thomas Prendergast, June 25, 1810, JEC.

7. Anselm Potter to Joseph Ellicott, June 27, 1809, JEC.

8. Quote from Joseph Ellicott to Paul Busti, June 16, 1810, Busti's comments are from Paul Busti to Joseph Ellicott, July 18, 1810, JEC.

9. In JER, Vol. 2, pp. 60-62, there is a reprint of Peacock's "Articles of Agreement," a manuscript copy of the same was found in Bartlett, Box 5; For Ellicott's character refer to Chazanof, JOSEPH ELLICOTT, pp. 14, 78, passim.

NOTES

CHAPTER IV

WILLIAM PEACOCK:

SUBAGENT OF THE MAYVILLE LAND OFFICE, 1810-1821

1. Joseph Ellicott to Paul Busti, November 10, 1810, William Peacock to Joseph Ellicott, November 30, 1810, William Peacock to David E. Evans, January 20, 1811, JEC.
2. Population statistics had been compiled from the following county histories: McMahon, CHAUTAUQUA COUNTY, pp. 33, 109; Young, HISTORY OF CHAUTAUQUA COUNTY, pp. 666; Edson, HISTORY OF CHAUTAUQUA COUNTY, p. 256.
3. The development of Portland Harbor will be covered separately. On water side monopoly see: Joseph Ellicott to William Peacock December 25, 1810, on land see: Joseph Ellicott to William Peacock, October 28, 1811, JEC.
4. Surveys in the village of Mayville are recorded in JER Vol. 1, p. 278 and Vol. 2, p. 19; The Willink purchase is cited in Joseph Ellicott to William Peacock, August 6, 1813, JEC.
5. A few of the many letters on dams: William Peacock to Joseph Ellicott, March 31, 1812, August 15, 1813, Joseph Ellicott to William Peacock, September 30, 1813, JEC.
6. William Peacock to Joseph Ellicott, June 17, July 6, 1811, William Peacock to David E. Evans, February 18, 1812, William Peacock to Joseph Ellicott, July 2, August 15, 1813, Joseph Ellicott to William Peacock September 15, October 5, 1819, William Peacock to Joseph Ellicott September 26, 1819, and at least thirty more letters, JEC.
7. William Peacock to Joseph Ellicott, December 8 and 13, 1800, JEC.
8. William Peacock to Joseph Ellicott, July 6, August 18, 1811, March 10, 1812, December 12, 1816, June 7, 1817, July 16, 1819, and a score of others, JEC; for prices and related information see also: P.D. Evans, HOLLAND LAND COMPANY, P. 230, passim.

9. On the War of 1812, William Peacock to Joseph Ellicott, December 13, 1810, July 6, August 8, 1811, May 10, July 11, September 21, October 27, 1812, April 14, May 5, May 28, July 2, 1813, Joseph Ellicott to William Peacock, June 6, 1812, Joseph Ellicott to Paul Busti, February 5, 1813, JEC; Young, HISTORY OF CHAUTAUQUA COUNTY, pp. 128-129; Chazanof, JOSEPH ELLICOTT, pp. 123-128; P.D. Evans, HOLLAND LAND COMPANY, p. 316, passim.
10. Quote is from William Peacock to Joseph Ellicott, August 3, 1818, Joel Bingham to Joseph Ellicott, September 21, 1818, May 14, 1819, JEC; P.D. Evans, HOLLAND LAND COMPANY, pp. 329-336; Rohrbough, THE LAND OFFICE BUSINESS, pp. 137-140; William Peacock to Joseph Ellicott, March 3, 1818, JEC.
11. Joseph Ellicott to William Peacock, October 7, 1811, November 24, 1817, William Peacock to Joseph Ellicott, December 1, 1817, January 27, 1818, November 3, 1818, which includes his theory on subsequent sales, JEC.
12. Cowan, CHARLES WILLIAMSON, p. 158; Paul Busti to Joseph Ellicott, August 21, 1807, JEC; P.D. Evans, HOLLAND LAND COMPANY, pp. 313-318.
13. William Peacock to Joseph Ellicott, February 9, 1819, JEC.
14. Joseph Ellicott to Paul Busti, February 15, 1819, JEC.
15. Joseph Ellicott to William Peacock, March 19, 1819, William Peacock to Joseph Ellicott, October 18, 1819; Joseph Ellicott to Paul Busti, February 26, 1820, on pearl ash for payment, JEC; Young, HISTORY OF CHAUTAUQUA COUNTY, pp. 95-96 on the county's ash business; Joseph Ellicott to Paul Busti, September 27, 1819, on collecting wheat Joseph Ellicott to William Peacock, October 5, 1819, on issuing Bonds and Mortgages, JEC.
16. On Kendig: William Peacock to Joseph Ellicott, June 11, 1811, September 21, 1812; Benjamin Kendig to Andrew Ellicott 2nd, July 22, 1819; On Rouse: Joseph Ellicott to William Peacock, July 22, 1816, Benjamin Evans, to Joseph Ellicott, September 30, 1816, and others in JEC; Edson, HISTORY OF CHAUTAUQUA COUNTY, p. 255.
17. Joseph Ellicott to William Peacock, September 30, 1813, March 16, 1811, November 8, 1818, May 20, 1814, January 14, 1818 quoted from, April 21, 1817, May 4, 1819, May 9, 1820, Ellicott to Paul Busti, April 21, 1817, Ellicott to William Peacock, March 12, 1815, in this order, and William Peacock to Joseph Ellicott, March 24, 1817, in which the quote appeared, and a multitude of other letters pertinent to the subject, JEC.
18. Joseph Ellicott to William Peacock, March 31, 1815, and several other letters, JEC.

19. Letters about iron ore: William Peacock to Joseph Ellicott, February 9, April 5, 1811; on lumber: William Peacock to Joseph Ellicott, September 10, 1811, Matthias Brown to Joseph Ellicott, August 4, 1818; on mineral springs: Joseph Ellicott to Paul Busti, August 12, 1809, December 25, 1810; on the salt borer: William Peacock to Joseph Ellicott, May 6, 1816, May 12, 1817 quoted from, October 13, 1817, July 6, 1819, August 1, 1820, and many others for each examples, JEC.

20. Joseph Ellicott to William Peacock January 29, 1811, William Peacock to Joseph Ellicott, February 9, 1811, Joseph Ellicott to Matthew Prendergast, January 29, 1811, JEC; Chazanof explores Ellicott's political ambitions extensively throughout his book: JOSEPH ELLICOTT.

21. William Peacock to Joseph Ellicott, January 1, 1811, JEC.

22. Peacock to David E. Evans, February 8, 1812, Joseph Ellicott to Archibald S. Clarke May (?), 1812. Joseph Ellicott to William Peacock, June 6, 1812, William Peacock to Joseph Ellicott, January 27, 1816, January 26, 1819, February 23, 1819, and a large number of other letters, JEC; David E. Evans to William Peacock January 9, 1819, C.W. Evans Collection Box 1, Buffalo and Erie County Historical Society, Buffalo, New York.

23. William Peacock to Joseph Ellicott, October 22, 1811; Joseph Ellicott to William Peacock, October 28, 1811, JEC.

24. Edson, HISTORY OF CHAUTAUQUA COUNTY, p. 227; his appointment as judge found in the BUFFALO GAZETTE, April 23, 1816; His reappointment as judge appeared in Mervin Garland, "Some letters and articles dealing with phases of the pioneer era copied from the FREDONIA CENSOR" (Fredonia, New York, 1974); E.T. Foote, PAPERS, Vol. 6, pp. 5-9.

25. William Peacock to David E. Evans, December 15, 1811, December 15, 1812, William Peacock to Joseph Ellicott, January 27, 1818, Joseph Ellicott to Benjamin Ellicott in Washington, February 10, 1818, William Peacock to Joseph Ellicott, November 3, 1818, JEC; Young: HISTORY OF CHAUTAUQUA COUNTY, p. 120; CENTENNIAL HISTORY OF CHAUTAUQUA COUNTY, 2 vols., (Jamestown: Chautauqua History Company, 1904), Vol. 1, p. 127.

26. William Peacock to David E. Evans, January 20, 1811, C.W. Evans Collection, Box 5; William Peacock to Joseph Ellicott, January 27, 1818, March 3, 1818, JEC.

27. William Peacock to Joseph Ellicott, April 14, 1813, JEC.

28. Joseph Ellicott to William Peacock, February 13, 1815, William Peacock to Joseph Ellicott, May 6, 1816, J.W. Stevens to William Peacock, March 1819, Joseph Ellicott to William Peacock, October

8, 1819, and others in JEC; for secondary source analysis consult Chazanof, JOSEPH ELLICOTT, pp. 134-156, passim.

29. I. Harrison to William Peacock, June 1, 1816, C.W. Evans Collection Box 1; William Peacock to Joseph Ellicott July 13, September 25, 1818, November 24, 1818, January 10, 1819, and others, Quote taken from William Peacock to Joseph Ellicott, January 26, 1819, and April 10, 1819, JEC.

30. Quoted from William Peacock to Joseph Ellicott, September 28, 1819, JEC.

31. The cited letters are in JEC, see also Joseph Ellicott to William Peacock June 1, 1821, JEC; and Chazanof, JOSEPH ELLICOTT, particularly chapter "Give in your demission," pp. 203-205.

32. Ellicott's attempt of buying the Holland Land Company land is cited by Chazanof, JOSEPH ELLICOTT, p. 205 and George Hunter Bartlett to Paul D. Evans, November 28, 1924, pp. 6, 12-13, Bartlett, Box 18; Ellicott's travels are reported in Joseph Ellicott to William Peacock, June 1, 1821, JEC, and Jacob Otto to Paul Busti, November 22, 1821, HOLLAND LAND COMPANY Item 744; Ellicott's land in Chautauqua County is referred to in William Peacock to Joseph Ellicott, May 7, 1811, February 26, 1816, August 27, 1821, JEC; Ellicott's staying with the Peacocks is referred to in George Hunter Bartlett to Paul D. Evans, February 9, 1925, Bartlett, Box 18.

NOTES

CHAPTER V

WILLIAM PEACOCK: SURVEYOR ENGINEER

1. William Peacock to Joseph Ellicott, December 8, 1810, February 20, 1815, February 16, 1816, September (?), 1816, March 13, 1816, JEC.

2. Peacock's quote on Cattaraugus appeared in William Peacock to Joseph Ellicott, January 27, 1818, JEC.

3. Originally the harbor was in the town of Portland, that was divided from the town of Chautauqua on April 9, 1813. It encompassed the present Ripley, Westfield and Portland. On March 19, 1829 Westfield became a separate municipality, and the harbor became a part of the village, although it was still called Portland Harbor. On October 5, 1836 this name was changed to Barcelona. A large number of letters were used to compile the information under "Portland Harbor development." The following selection is presented in chronological order: Joseph Ellicott to William Peacock, December 25, 1810, William Peacock to Joseph Ellicott, March 9, 1811, Joseph Ellicott to William Peacock, May 18, and June 16, 1811, William Peacock to Joseph Ellicott, July 6, 1811, Joseph Ellicott to William Peacock, July 15, 1811, William Peacock to Joseph Ellicott, July 29, 1811, February 9, 1819, Joseph Ellicott to William Peacock February 15, 1819, Joseph Ellicott to Paul Busti, February 15, 1919, William Peacock to Joseph Ellicott, February 23, July 6, 1919, Joseph Ellicott to Paul Busti, February 20, 1820, JEC; FREDONIA CENSOR, August 6, 1828, April 11, 1832; Horace C. Taylor, HISTORICAL SKETCHES OF THE TOWN OF PORTLAND, (Fredonia, W. McKinstry & Son, 1873), pp. 36-37; Young, HISTORY OF CHAUTAUQUA COUNTY, p. 497.

4. Joseph Ellicott to William Peacock, July 22, 1816, William Peacock to Joseph Ellicott, December 17, 1817, Joseph Ellicott to William Peacock, November 22, 1819, June 22, 1820, July 14, 1820, January 18, 1821, JEC; William Peacock, Field book of survey of a village on Great Valley Creek in Range Six, Township four in 1815, Chautauqua County Historical Society, Westfield, New York.

5. David Hosack ed., MEMORIAL OF DE WITT CLINTON, (Ann Arbor: University Microfilms, 1967), pp. 93-94, 260-263, 459; Simeon DeWitt to Joseph Ellicott, June 13, 1808, reprinted in the CORRESPONDENCE ON THE HOLLAND LAND COMPANY AND CANAL CONSTRUCTION IN WESTERN NEW YORK, ed. by Frank H. Severance, (Buffalo: Buffalo Historical Society, Publication 14, 1910), pp. 3-4, (hereafter cited as CANAL CORRESPONDENCE); Joseph

Ellicott to Simeon De Witt, July 30, 1808, CANAL CORRESPONDENCE pp. 4-15; Chazanof, JOSEPH ELLICOTT, pp. 158-163.

6. Hosack, MEMORIAL OF DE WITT CLINTON, on pp. 299-342 Jesse Hawley's essays with discussions are reprinted; Jesse Hawley to Erastur Granger, July 12, 1807, Reprinted in Turner, HOLLAND PURCHASE, p. 666; James Geddes to David Hosack, January 17, 1829, reprinted in Hosack, MEMORIAL OF DE WITT CLINTON, p. 265; Jesse Hawley to William Peacock, March 10, 1838, in Bartlett, Box 26; The Peacock-Hawley visit was cited in the C.W. Evans "Genealogical manuscripts," Bartlett, Box 27.

7. Hosack, MEMORIAL OF DE WITT CLINTON, pp. 431-456; CANAL CORRESPONDENCE, Vol. 14, pp. 16-129 contains a wide variety of letters reprinted from the correspondence between Joseph Ellicott, Paul Busti, the Canal Commissioners, and pertinent personalities involved in the canal planning project; Chazanof, JOSEPH ELLICOTT, pp. 164-180, each of these sources give detailed account of the early years of canal planning.

8. William Peacock to Joseph Ellicott, February 26, March 13, April 2, 1816, quoted from, Joseph Ellicott to William Peacock, March 27, 1816, JEC; Chazanof, JOSEPH ELLICOTT, p. 170.

9. "Peacock's survey and progress reports" are covered in the following letters selected from the voluminous collection of correspondence on the progress of the canal survey: Joseph Ellicott to Paul Busti, August 26, 1816, CANAL CORRESPONDENCE, Vol. 14, p. 67, and September 19, 1816, JEC; Joseph Ellicott to DeWitt Clinton, September 2, 1816, CANAL CORRESPONDENCE, Vol. 14, pp. 68-69; William Peacock to Joseph Ellicott, August 18, and September 8, 1816, in CANAL CORRESPONDENCE, Vol. 14, pp. 65-70, and October 7, and 8, 1816, October 12, 1816 contains Peacock's answer to the Geddes report on levelling, Joseph Ellicott to Benjamin Evans, November 13, 1816, JEC; Joseph Ellicott to Samuel Young, October 24, 1816, CANAL CORRESPONDENCE, Vol. 14, pp. 73-77; Joseph Ellicott to DeWitt Clinton, November 13, 1816, CANAL CORRESPONDENCE, Vol. 14, p. 79; William Peacock, "A book of notes and observations made on a line of level, from the transit line south of the Tonawanda Swamps to the headwaters of Black Creek," August and September, 1816. (original manuscript), Buffalo and Erie County Historical Society, Buffalo, New York, A68-192, Box 50.

10. William Peacock to Joseph Ellicott, March 2, 1817, Joseph Ellicott to William Peacock, March 10, 1817, JEC; Joseph Ellicott to Paul Busti, June 21, 1817 in CANAL CORRESPONDENCE, Vol. 14, p. 126.

11. Joseph Ellicott to DeWitt Clinton, June 29, 1818, in CANAL CORRESPONDENCE, Vol. 14, p. 141; Henry Wayland Hill, A HISTORIC REVIEW OF WATERWAYS AND CANAL CONSTRUCTION IN NEW YORK STATE, (Buffalo; Buffalo Historical Society, 1908), pp. 103-104; The information found in Hill should be correlated with Chazanof, JOSEPH ELLICOTT, pp. 175-176.

12. William Peacock to Joseph Ellicott, April 10, 1819, JEC.
13. Hill, HISTORIC REVIEW OF WATERWAYS, pp. 104-105; Buffalo Citizens to Joseph Ellicott, January 22, 1816, in CANAL CORRESPONDENCE, Vol. 14, pp. 40-41; Joseph Ellicott to Buffalo Citizens, February 12, 1816, CANAL CORRESPONDENCE, Vol. 14, pp. 43-46; Jediah Prendergast to William Peacock, March 14, 1818, C.W. Evans Collection, Box 1; Charles Townsend to William Peacock, March 14, 1818, in CANAL CORRESPONDENCE, Vol. 14, pp. 131-132; William Peacock to Joseph Ellicott, March 26, 1818, JEC; DeWitt Clinton to Joseph Ellicott, May 2, and June 18, 1818, in CANAL CORRESPONDENCE, Vol. 14, pp. 138-139.
14. DeWitt Clinton to William Peacock, June 18, 1818, in CANAL CORRESPONDENCE, Vol. 14, pp. 140-141; Joseph Ellicott to William Peacock, July 13, 1818, William Peacock to Joseph Ellicott July 13, 1818, JEC.
15. William Peacock to Joseph Ellicott, August 23, 1818, JEC; Buffalo Citizens to William Peacock, September 7, 1818, in CANAL CORRESPONDENCE, Vol. 14, p. 144.
16. William Peacock, "An Act Relative to the Harbor of Buffalo Creek in the County of Niagara, January 18, 1819." Manuscript found in C.W. Evans Collection, Box 1, reprinted in CANAL CORRESPONDENCE, Vol. 14, pp. 148-155.
17. William Peacock to Joseph Ellicott, January 26, 1819, Joseph Ellicott to William Peacock, February 10, 1819, JEC.
18. William Peacock to Joseph Ellicott, February 23, 1819, JEC. An available list of William Peacock's Library proves that the Subagent had several books on the subject, see list in Bartlett, Box 18.
19. William Peacock, "Report" on the Buffalo Harbor, in CANAL CORRESPONDENCE, Vol. 14, pp. 148-155; David E. Evans to William Peacock, Albany, January 19, 1819, C.W. Evans Collection, Box 9; Herman B. Potter to William Peacock, February 25, 1819, in Herman B. Potter Papers, Buffalo and Erie County Historical Society, Buffalo, New York, Box 24; David E. Evans to Joseph Ellicott, February 13, 1819, in CANAL CORRESPONDENCE, Vol. 14, p. 156; Joseph Ellicott to Jonas Harrison, December 14, 1818, in CANAL CORRESPONDENCE, Vol. 14, pp. 146-147; Joseph Ellicott to William Peacock, February 15, 1829, JEC; William Peacock to Joseph Ellicott, March 9, 1819, JEC; Hill, HISTORIC REVIEW OF WATERWAYS, p. 106, on observing the sandbar at the mouth of Buffalo Creek in 1811.
20. Hill, HISTORIC REVIEW OF WATERWAYS, pp. 315-316, on the David Thomas survey, and p. 342 Thomas' support for Peacock's pier.

21. Buffalo Citizens to Paul Busti, April 30, 1820, in CANAL CORRESPONDENCE, Vol. 14, pp. 161-164; Paul Busti to Buffalo Citizens, May 11, 1820, in CANAL CORRESPONDENCE, Vol. 14, pp. 164-166; Buffalo Citizens to William Peacock, June 9, 1822, in CANAL CORRESPONDENCE, Vol. 14, pp. 172-173, they are begging for re-survey.

22. William Peacock to Herman B. Potter, June 30, 1822, in CANAL CORRESPONDENCE, Vol. 14, p. 176, also in C.W. Evans Collection, Box 1.

23. CANAL CORRESPONDENCE, Vol. 14, pp. 319-320, information on the ground breaking in Buffalo; Joseph Ellicott's invitation to the ceremony entitled: "Meeting of the Waters," Lockport, New York, September 29, 1825, Buffalo and Erie County Historical Society, Buffalo, New York, A69-31, Box 3; Jacob Otto's presence was cited in Turner, HOLLAND PURCHASE, p. 441, and JER, p. 293; Jesse Hawley's presence was reported by Hill, MUNICIPALITY OF BUFFALO, Vol. 1, p. 204; The celebration in Buffalo was reported by Crisfield Johnson, CENTENNIAL HISTORY OF ERIE COUNTY, p. 373; The Mayville celebration was reported in the FREDONIA CENSOR, November 3, 1825.

24. P.D. Evans, HOLLAND LAND COMPANY, pp. 288-289, 352, 388; Chazanof, JOSEPH ELLICOTT, pp. 164-165, 174, passim; Young, HISTORY OF CHAUTAUQUA COUNTY, p. 129; David M. Ellis, et al., A HISTORY OF NEW YORK STATE, (Ithaca: Cornell University Press, 1967), pp. 244-245.

25. The circumstances of Ellicott's death are explained in Chazanof, JOSEPH ELLICOTT, p. 208 and Joseph Ellicott 2nd to William Peacock, August 25, 1826, in Buffalo and Erie County Historical Society, Buffalo, New York, A76-10; William Peacock's quote on Ellicott was cited in George Hunter Bartlett, "Andrew and Joseph Ellicott" in RECALLING PIONEER DAYS, (Buffalo: Buffalo Historical Society, 1922) p. 48.

NOTES

CHAPTER VI

THE MAYVILLE LAND AGENT UNDER JACOB OTTO'S AGENCY

1821-1827

1. Jacob Otto's ANNUAL REPORT for 1821 is found in JER, Vol. 2, pp. 293-307. (All other reports by Otto will be cited under JER Vol. 2)
2. Jacob Otto to Paul Busti, November 27, 1821, December 14, 1821, Jacob Otto to John J. Vanderkemp, January 19, 1822, April 29, 1822, September 17, 1822, HOLLAND LAND COMPANY Item 774. Peacock's salary in 1821 was \$1,600.
3. Jacob Otto to Paul Busti, November 19, 1821, quoted from: March 26, 1822, April 3, 1822, HOLLAND LAND COMPANY Item 774.
4. Jacob Otto to William Peacock, April 10, 1822, reprinted in JER, Vol. 2, pp. 307-311; William Peacock to Jacob Otto, March 8, 1823, HOLLAND LAND COMPANY Item 788; Jacob Otto to Paul Busti, December 23, 1821, HOLLAND LAND COMPANY Item 774.
5. Jacob Otto to Paul Busti, May 27, 1822, HOLLAND LAND COMPANY Item 774; William Peacock to Jacob Otto, April 22, April 30, May 14, 1822, and others in HOLLAND LAND COMPANY Item 788.
6. Population statistics found in Young, HISTORY OF CHAUTAUQUA COUNTY, p. 666; McMahon, CHAUTAUQUA COUNTY, p. 109; William Peacock to Jacob Otto, April 28, 1825, HOLLAND LAND COMPANY Item 788; Land prices cited in JER, Vol. 2, p. 390; William Peacock to David E. Evans, May 14, 1822, William Peacock to Jacob Otto, June 17, 1822, February 19, 1823, June 14, 1823, October 21, 1826, HOLLAND LAND COMPANY Item 788; Jacob Otto to William Peacock, December 3, 1824, HOLLAND LAND COMPANY Item 742.
7. William Peacock to Jacob Otto, April 30, 1822, May 28, 1822, July 22, 1822, his pledge appeared here, HOLLAND LAND COMPANY Item 788; Jacob Otto to Paul Busti, June 6, 1822, HOLLAND LAND COMPANY Item 774; Jacob Otto to William Peacock, May 14, 1823, HOLLAND LAND COMPANY Item 742, September 21, 1825, HOLLAND LAND COMPANY Item 775, September 9, 1826, HOLLAND LAND COMPANY Item 742; William Peacock to Jacob Otto, January 10, 1826, HOLLAND LAND COMPANY Item 788.

8. Jacob Otto to William Peacock, June 10, 1823, HOLLAND LAND COMPANY, Item 775; Jacob Otto to William Peacock, December 24, 1824, January 25, 1825, HOLLAND LAND COMPANY Item 742; William Peacock to Jacob Otto, February 3, 1825, HOLLAND LAND COMPANY Item 788.

9. Jacob Otto to William Peacock, January 10, 1823, HOLLAND LAND COMPANY Item 742.

10. William Peacock to Jacob Otto, October 20, 1823, HOLLAND LAND COMPANY Item 788; Jacob Otto to William Peacock, January 18, 1824, HOLLAND LAND COMPANY Item 742; William Peacock to Jacob Otto, June 1, June 28 quoted from June 30, 1824, HOLLAND LAND COMPANY Item 788.

11. Jacob Otto to William Peacock, May 14, 1825, HOLLAND LAND COMPANY Item 742; William Peacock to Jacob Otto, January 15, May 30, 1825, HOLLAND LAND COMPANY Item 788.

12. William Peacock to Jacob Otto, February 3, 1825, July 15, August 29, 1826, HOLLAND LAND COMPANY Item 788.

13. William Peacock to Jacob Otto, September 25, 1826, HOLLAND LAND COMPANY Item 788.

14. William Peacock to Jacob Otto, June 10, November 30, 1823, HOLLAND LAND COMPANY Item 788; Jacob Otto to William Peacock, March 23, 1825, HOLLAND LAND COMPANY Item 742; William Peacock to Jacob Otto, July 15, 1826, HOLLAND LAND COMPANY Item 788; Jacob Otto to William Peacock, July 12, 1826, HOLLAND LAND COMPANY Item 775; William Peacock to Jacob Otto, February 3, 1825, HOLLAND LAND COMPANY Item 788.

15. Jacob Otto to William Peacock June 10, 1823, HOLLAND LAND COMPANY Item 775; William Peacock to Jacob Otto, May 8, 1824, May 30, 1825, October 11, 1825, HOLLAND LAND COMPANY Item 788, and a number of other letters on banking problems.

16. On interest due: William Peacock to Jacob Otto, April 26, 1823, HOLLAND LAND COMPANY Item 788; On cattle collecting a large group of letters exist, information was compiled from the following: William Peacock to Jacob Otto, April 22, August 20, July 4, July 29, August 7, 1822, January 5, January 25, September 29, 1823, HOLLAND LAND COMPANY Item 788; Jacob Otto to Paul Busti, September 17, 1822, January 9, 1823, HOLLAND LAND COMPANY Item 774; Jacob Otto to William Peacock, May 16, 1822, March 19, April 16, 1823, HOLLAND LAND COMPANY Item 742. On losses occurred for Chautauqua County collections see: Jacob Otto to William Peacock, January 4, 1823, HOLLAND LAND COMPANY Item 742; P. D. Evans, HOLLAND LAND COMPANY, pp. 315-319, discuss the cattle collecting in detail. However, he credits less losses, by 1826, 13 percent, than the Jacob Otto to William Peacock, June 28, 1825, HOLLAND LAND COMPANY, Item 742 letter does.

17. The problems of cattle collecting are alluded in the following letters: Jacob Otto to William Peacock, October 2, 1823, November 3, 1823, September 10, 1824, July 30, 1825, HOLLAND LAND COMPANY, Item 742; William Peacock to Jacob Otto, November 2, 1823, July 23, 1825, HOLLAND LAND COMPANY Item 788.

18. Jacob Otto to Paul Busti, June 11, June 26, 1823, HOLLAND LAND COMPANY, Item 774; Jacob Otto to William Peacock, June 30, 1823, HOLLAND LAND COMPANY Item 742; William Peacock to Jacob Otto, July 12, 1823, HOLLAND LAND COMPANY Item 788; Peacock's REPORT on draining the swamp is reprinted in JER, Vol. 2, pp. 352-355; William Peacock to Jacob Otto, December 19, 1826, HOLLAND LAND COMPANY Item 788.

19. Jacob Otto to William Peacock, June 18, 1822, HOLLAND LAND COMPANY Item 774; November 22, 1823, May 8, 1824, July 31, 1824, July 30, 1825, HOLLAND LAND COMPANY Item 742; William Peacock to Jacob Otto, January 21, March 28, 1826, HOLLAND LAND COMPANY Item 788; and others of lesser importance.

20. William Peacock to Jacob Otto, March 28, April 13, 1826, HOLLAND LAND COMPANY Item 788; quoted from Jacob Otto to William Peacock August 22, 1826, HOLLAND LAND COMPANY Item 742.

21. William Peacock to Jacob Otto, January 28, 1827, HOLLAND LAND COMPANY ITEM 788 on the Chautauqua meetings; P.D. Evans, HOLLAND LAND COMPANY pp. 354-355; William Peacock to Jacob Otto, February 28, 1827, HOLLAND LAND COMPANY Item 788; on the Buffalo meeting; Peacock's request on road repairs are contained in the following letters among others: William Peacock to Jacob Otto, December 31, 1822, December 8, 1823, January 19, 1824, January 15, 1825, August 28, 1825, HOLLAND LAND COMPANY Item 788.

22. William Peacock to Jacob Otto March 29, 1827, HOLLAND LAND COMPANY Item 788.

23. Otto's death cited in JER, Vol. 2, p. 437.

NOTES

CHAPTER VII

PEACOCK'S ROLE DURING THE RESIDENCY OF DAVID E. EVANS

1827-1836

1. William Peacock to David E. Evans, September 25, 1830, HOLLAND LAND COMPANY Item 788.
2. P.D. Evans, HOLLAND LAND COMPANY, p. 356; David E. Evans to William Peacock, April 25, 1827, Bartlett, Box 25; William Peacock to David E. Evans, July 9, 1827, HOLLAND LAND COMPANY Item 788; David E. Evans to William Peacock, July 10, 1827, HOLLAND LAND COMPANY Item 743.
3. David E. Evans to William Peacock, July 10, 1827, HOLLAND LAND COMPANY Item 743; William Peacock to David E. Evans August 28, 1827, HOLLAND LAND COMPANY Item 788; FREDONIA CENSOR, October 27, and November 14, 1827; P.D. Evans, HOLLAND LAND COMPANY, pp. 357-358.
4. William Peacock to David E. Evans, November 2, 1827, November 24, 1828, April 3, 1829, quoted from, HOLLAND LAND COMPANY Item 788.
5. On horse collection: David E. Evans to William Peacock, February 2, 1828, HOLLAND LAND COMPANY Item 743, William Peacock to David E. Evans, March 30, 1828, HOLLAND LAND COMPANY Item 788; On wheat collection: William Peacock to David E. Evans, November 7, 1829, September 19, 1831, HOLLAND LAND COMPANY Item 788; A large number of letters dealt with the problems and the method of cattle collecting. The following group is a representative selection: William Peacock to David E. Evans November 22, 1827, March 30, 1828, HOLLAND LAND COMPANY Item 788, September 27, 1834, HOLLAND LAND COMPANY Item 789; John J. Vanderkemp to William Peacock, October 22, 1830, HOLLAND LAND COMPANY Item 788; William Peacock to John J. Vanderkemp, May 23, 1831, HOLLAND LAND COMPANY Item 788; John J. Vanderkemp to David E. Evans, October 1, 1835, HOLLAND LAND COMPANY Item 770.
6. P.D. Evans, HOLLAND LAND COMPANY, p. 286, the Company's road repair expenditure for 1827 is cited; David E. Evans, JER, Vol. 2, p. 443, road conditions in Chautauqua County; William Peacock to David E. Evans, August 28, 1827, May 12, 1828, HOLLAND LAND COMPANY Item 788, and January 9, 1833, HOLLAND LAND COMPANY Item 789.

7. David E. Evans to William Peacock, June 8, and June 12, 1828, HOLLAND LAND COMPANY Item 743; William Peacock to David E. Evans, June 18, 1828, March 24, 1829, HOLLAND LAND COMPANY Item 788; on the Pomfret churches: William Peacock to David E. Evans, July 21, 1834, HOLLAND LAND COMPANY Item 789, and many other letters on land contract problems.

8. David E. Evans to William Peacock, March 1, 1828, HOLLAND LAND COMPANY Item 744; William Peacock to David E. Evans, June 2, 1829, HOLLAND LAND COMPANY Item 788, and December 10, 1833, HOLLAND LAND COMPANY Item 789, and numerous other letters dealing with banking problems.

9. William Peacock to David E. Evans, April 18, 1832, HOLLAND LAND COMPANY Item 789; JER, Vol. 2, p. 485, report on the construction of a vault for the Mayville Office; David E. Evans to William Peacock, October 30, 1828, HOLLAND LAND COMPANY Item 744.

10. David E. Evans to William Peacock, November 1, 1828, HOLLAND LAND COMPANY Item 744; William Peacock to David E. Evans, November 13, 1828, HOLLAND LAND COMPANY Item 788; P.D. Evans HOLLAND LAND COMPANY, pp. 362-363; William Peacock to David E. Evans, June 5, 1829, and January 9, 1830, HOLLAND LAND COMPANY Item 788.

11. Ebenezer Mix to William Peacock, July 16, 1830, HOLLAND LAND COMPANY Item 744, in this letter Mix notifies Peacock from the Batavia Land Office about the evaluation of the delinquent contract properties; William Peacock to David E. Evans, August 2, 1830, HOLLAND LAND COMPANY Item 788; "List of expired contracts in 1829-1830 in Chautauqua County," with property evaluation is available at the Chautauqua County Historical Society, Westfield, New York; A final copy of it is entitled "List of expired contracts 1829-1830 in William Peacock's Subagency," in HOLLAND LAND COMPANY Item 555.

12. William Peacock to David E. Evans, December 31, 1830, HOLLAND LAND COMPANY Item 788; JER, Vol. 2, p. 487; P.D. Evans HOLLAND LAND COMPANY, pp. 363-365; David E. Evans to William Peacock, September 17, 1831, HOLLAND LAND COMPANY Item 745; William Peacock, September 17, 1831, HOLLAND LAND COMPANY Item 745; William Peacock to David E. Evans, January 28, and July 28, 1830, HOLLAND LAND COMPANY Item 789; and other letters.

13. David E. Evans to William Peacock, June 5, 1833, HOLLAND LAND COMPANY Item 746; William Peacock to David E. Evans, July 26, 1833, HOLLAND LAND COMPANY Item 789; David E. Evans to William Peacock, October 1, and October 7, 1833, HOLLAND LAND COMPANY Item 746; William Peacock to David E. Evans, October 15, October 21 quoted from, November 5, November 13, quoted from, December 2, 1833, HOLLAND LAND COMPANY Item 789.

14. FREDONIA CENSOR, February 17, 1830 contains several articles on the agitation against the Holland Land Company; William Peacock to David E. Evans, February 13, March 1, March 16, 1830, HOLLAND LAND COMPANY Item 788; FREDONIA CENSOR, February 24, 1830 on the anti-Masonic activities against the Company.

15. William Peacock to David E. Evans, November 5, 1832, HOLLAND LAND COMPANY Item 789; David E. Evans to Trumbull Cary, February 25, 1833, Trumbull Cary Papers, Holland Land Company folder, Number 29, Buffalo and Erie County Historical Society, Buffalo, New York, (hereafter cited as Cary Papers, HOLLAND LAND COMPANY, No. ___). William Peacock to David E. Evans, May 31, June 4, October 15, December 2, 1833, HOLLAND LAND COMPANY Item 789; P.D. Evans, HOLLAND LAND COMPANY, p. 378.

16. FREDONIA CENSOR, December 18, 1833.

17. William Peacock to David E. Evans, December 24, 1833, January 10, January 14, January 22, 1834, HOLLAND LAND COMPANY Item 789; David E. Evans to William Peacock, January 14, 1834, HOLLAND LAND COMPANY Item 746; P.D. Evans HOLLAND LAND COMPANY, pp. 380-384; JER, Vol. 2, p. 550. The Chautauqua count would have been higher but a large list got lost on route to Albany.

18. David E. Evans to William Peacock, October 23, 1833, February 21, 1834, HOLLAND LAND COMPANY Item 746 on the anti-Holland Land Company meetings; William Peacock to David E. Evans, December 11, 1833, February 14, 1834, HOLLAND LAND COMPANY Item 789, on suit against Peacock; John J. Vanderkemp to William Peacock, April 25, 1834, HOLLAND LAND COMPANY Item 770, on Peacock's appearance at court; William Peacock to David E. Evans, May 3, and July 16, 1834, May 4, 1835, HOLLAND LAND COMPANY Item 789; JER, Vol. 2, p. 501.

19. JER, Vol. 2, p. 509, description of the poor southern region of the Genesee Purchase, Gates, "Frontier Land Business in Wisconsin," p. 307; William Peacock to David E. Evans, September 21, 1827, February 18, March 6, 1828, HOLLAND LAND COMPANY Item 788; David E. Evans to William Peacock, September 25, 27, and November 28, 1827, February 29, and March 1, 1828, November 24, 1829, HOLLAND LAND COMPANY Item 744; William Peacock to David E. Evans, November 30, 1829, HOLLAND LAND COMPANY Item 788, and numerous other letters on wholesale purchase attempts; The 1831 Morse purchase is discussed in the following letters: David E. Evans to William Peacock, May 24, June 1, July 16, 1831, HOLLAND LAND COMPANY Item 745; and William Peacock to David E. Evans, July 16, and September 16, 1831, HOLLAND LAND COMPANY Item 788.

20. Of the many letters between the two Agents, the following examples in chronological order, refer to wholesale negotiations: William Peacock to David E. Evans, February 23, May 14, October 28, 1828, HOLLAND LAND COMPANY Item 788; Henry Talmage to William Peacock, October 17, 1828, in HOLLAND LAND COMPANY Item 788; William Peacock to

David E. Evans, August 11, 1834, and September 21, 1835; HOLLAND LAND COMPANY Item 789; David E. Evans to William Peacock, September 25, December 14, 1827, HOLLAND LAND COMPANY Item 743, May 12, November 1, 1828, HOLLAND LAND COMPANY Item 744.

21. David E. Evans to William Peacock, November 28, 1827, March 1, 1828, HOLLAND LAND COMPANY Item 743; William Peacock to David E. Evans, March 6, 1828, September 26, November 30, 1829, HOLLAND LAND COMPANY Item 788; David E. Evans to William Peacock May 24, and June 1, 1831, HOLLAND LAND COMPANY Item 745.

22. John J. Vanderkemp to David E. Evans, April 20, 1835, HOLLAND LAND COMPANY Item 770; Irene Neu, ERASTUS CORNING: MERCHANT & FINANCIER, (Westport: Greenwood, 1970), pp. 121-125; William Peacock to David E. Evans, March 30, September 21, November 26, 1835, HOLLAND LAND COMPANY Item 789; David E. Evans to William Peacock, February 20, June 1, September 29, 1835, HOLLAND LAND COMPANY Item 747; P. D. Evans, HOLLAND LAND COMPANY, p. 390; Thomas Osborne to William Peacock, November 25, 1835, HOLLAND LAND COMPANY Item 789.

23. "Current Account with Trumbull Cary and George W. Lay," January 1835, HOLLAND LAND COMPANY Item 676; P.D. Evans, HOLLAND LAND COMPANY p. 393; John J. Vanderkemp to David E. Evans, October 31, 1835; HOLLAND LAND COMPANY Item 403; Early letters on the "Cary and Lay" purchase: David E. Evans to William Peacock, January 1, February 20, March 11, May 1, September 30, October 24, 1835, HOLLAND LAND COMPANY Item 747; William Peacock to David E. Evans, October 1, 1835, HOLLAND LAND COMPANY Item 789.

24. William Peacock to David E. Evans, September 25, October 6, October 22, October 27, 1835, HOLLAND LAND COMPANY Item 789; David E. Evans to William Peacock, October 25, 1835, HOLLAND LAND COMPANY Item 747.

25. FREDONIA CENSOR, October 28, 1835; William Peacock to David E. Evans, October 28, and December 5, 1835, HOLLAND LAND COMPANY Item 789; Trumbull Cary to David E. Evans, November 16, 1835, Cary Papers, HOLLAND LAND COMPANY No. 39.

26. Nathaniel Gray to Trumbull Cary, December 6, 1835, Cary Papers, HOLLAND LAND COMPANY No. 42; Orin Wyllys to Trumbull Cary, December 17, 1835, Cary Papers, HOLLAND LAND COMPANY No. 45; John Birdsall to Trumbull Cary, n.d. and December 10, 1835, Cary Papers, HOLLAND LAND COMPANY Nos. 37 and 43; Jesse Hawley to Trumbull Cary December 4, 1835, Cary Papers, HOLLAND LAND COMPANY No. 41.

27. Trumbull Cary to John Birdsall, December 12, 1835, draft found in Cary Papers, HOLLAND LAND COMPANY No. 44; William Peacock to David E. Evans, December 13, 1835, HOLLAND LAND COMPANY Item 789; FREDONIA CENSOR, December 23, 1835.

28. Trumbull Cary to David E. Evans, December 23, 1835, with copy of his "Tariff," draft found in Cary Papers, HOLLAND LAND COMPANY No. 46; Cary's Tariff, and the Redfield and LeRoy Tariff is also available in HOLLAND LAND COMPANY Item 411; P.D. Evans, HOLLAND LAND COMPANY, p. 397-402.

29. William Peacock to David E. Evans, January 4, 1836, HOLLAND LAND COMPANY Item 789; FREDONIA CENSOR, January 13, 1836, contains the results of the January 8, 1836 meeting in Mayville. According to the "Statement of the Amounts of Receipts on Land Accounts," \$192,349.85 was collected in Chautauqua County during 1835. Of this sum, \$71,666.96 was received in the last three months of the year. See William Peacock to David E. Evans, January 11, and 16, 1836, HOLLAND LAND COMPANY Item 789.

30. James Mullett to Trumbull Cary, January 12, 1836, Cary Papers, HOLLAND LAND COMPANY No. 51.

31. Trumbull Cary to James Mullett, January 22, 1836, draft in Cary Papers, HOLLAND LAND COMPANY No. 52; Trumbull Cary to David E. Evans, February 3, 1836, draft in Cary Papers, HOLLAND LAND COMPANY No. 54, original in HOLLAND LAND COMPANY ITEM 738.

32. Quoted from: William Peacock to David E. Evans, February 1, 1836, HOLLAND LAND COMPANY Item 789; David E. Evans to John J. Vanderkemp, February 2, 1836, HOLLAND LAND COMPANY Item 411.

NOTES

CHAPTER VIII

FEBRUARY 6, 1836 AND ITS CONSEQUENCES

1. Young, HISTORY OF CHAUTAUQUA, pp. 130-131; Edson, HISTORY OF CHAUTAUQUA, pp. 338-340; CENTENNIAL HISTORY OF CHAUTAUQUA, Vol. 1, pp. 139-140 repeats Edson's account ad verbatim; P.D. Evans, HOLLAND LAND COMPANY, pp. 403-405, Evans assumed that the county's most prominent citizens participated in the riot, and "winked knowingly at one another," although it was never openly admitted. The newly revealed Cary letters however are clear indications that not too many of them were involved in any organization, and that the riot was the result of the poor settlers discontent against Cary's severe terms. Although it can be assumed that the Company's long confessed enemies, like E.T. Foote, and other aspiring political candidates exploited the anti-Dutch feelings, and agitated among the settlers.
2. P.D. Evans, HOLLAND LAND COMPANY, pp. 405-407; Ira Blossom to David E. Evans, February 26, 1836, HOLLAND LAND COMPANY Item 411.
3. William Peacock to David E. Evans, Mayville, February 7, 1836, Holland Land Company Item 789.
4. William Peacock to David E. Evans, Ripley, February 8, 1836, Buffalo, February 11, 1836, HOLLAND LAND COMPANY Item 789; WESTFIELD REPUBLICAN, July 22, 1914, in which an eyewitness verifies that the Peacocks left together in a carriage, and that Peacock did not leave on horseback, as reported in some sources.
5. David E. Evans to John J. Vanderkemp, February 9 and 10, 1836, in HOLLAND LAND COMPANY Item 778, and February 12, 18, and March 4, 1836 in HOLLAND LAND COMPANY Item 411; Ira Blossom to David E. Evans, February 20, 26, 1836, HOLLAND LAND COMPANY Item 411; John J. Vanderkemp to David E. Evans February 18, 1836, HOLLAND LAND COMPANY Item 403, quoted from.
6. David E. Evans to John J. Vanderkemp, February 20, 1836, HOLLAND LAND COMPANY Item 411.
7. John Birdsall to Trumbull Cary, February 10, 1836, Cary Papers, HOLLAND LAND COMPANY, No. 57.

8. Charles Tyler to David E. Evans, February 13, 1836, Cary Papers, HOLLAND LAND COMPANY, No. 58, and other similar letters; James Mullett, Leverett Barker and Chauncey Tucker to Trumbull Cary, February 18, 1836, HOLLAND LAND COMPANY Item 411, a copy; John Birdsall to Trumbull Cary, February 20, 1836, Cary Papers, HOLLAND LAND COMPANY, No. 59.

9. Trumbull Cary to James Mullett, February 24, 1836, HOLLAND LAND COMPANY Item 411, a copy.

10. FREDONIA CENSOR, February 10 and 17, 1836; MAYVILLE SENTINEL, February 11, 1836. No one had realized at this time that Peacock had rescued the payment records from destruction.

11. Ira Blossom to David E. Evans, February 24, 1836, on meetings in Buffalo and other towns on the Purchase; Amos W. Muzzy to Trumbull Cary, March 4, 1836, on the riotous mood in Chautauqua, Cary Papers, HOLLAND LAND COMPANY, No. 65, and other letters by settlers; FREDONIA CENSOR, February 24, March 2 and 9, 1836; The contemporary sarcastic article on the riot and on Peacock was found reprinted in the GRAPEBELT, February 19-March 4, 1924 issue.

12. The Trustees letter and Peacock's answer appeared in the FREDONIA CENSOR, March 9, 1836.

13. David E. Evans to John J. Vanderkemp, March 4, 1836, HOLLAND LAND COMPANY Item 411; John J. Vanderkemp to David E. Evans, March 10, 1836, HOLLAND LAND COMPANY Item 403.

14. Thomas Osborne to Elial T. Foote, March 2, 1836, Chautauqua Land Office Collection, Patterson Library, Westfield, New York; Trumbull Cary to Thomas Osborne, March 10, 1836, Cary Papers, HOLLAND LAND COMPANY, No. 66.

15. Thomas Osborne to Trumbull Cary, March 15, 1836, Cary Papers, HOLLAND LAND COMPANY, No. 67; FREDONIA CENSOR, February 24, 1836 reports Peacock's suspected abuse of Cary's instructions.

16. David Collins to Trumbull Cary, February 20, 1836, No. 60, February 24, 1836, No. 62, February 29, 1836, unnumbered contract, March 19, 1836, No. 69, Subpoena on the David Collins contract, April 16, 1837, unnumbered, all found in Cary Papers, HOLLAND LAND COMPANY folder; Abraham Shermerhorn to Trumbull Cary, March 29, 1836, Cary Papers, HOLLAND LAND COMPANY, No. 70; S. Fargo to David Collins, March 1836, Cary Papers, HOLLAND LAND COMPANY, No. 68; FREDONIA CENSOR, April 6, 1836.

17. William Peacock, 2nd to "Uncle," (William Peacock) Mayville, February 26, 1836, HOLLAND LAND COMPANY Item 411; FREDONIA CENSOR, March 30, and April 6, 1836, several articles report on town meetings. Edi-

torial appeared on March 23; David E. Evans to John J. Vanderkemp, April 9, 1836, HOLLAND LAND COMPANY Item 411.

18. David E. Evans to William Peacock, April 18, 1836, HOLLAND LAND COMPANY-Item 411; William Peacock to David E. Evans, April 23, and 29, 1836, HOLLAND LAND COMPANY Item 789; William Green to Trumbull Cary, April 27, 1836, Cary Papers, HOLLAND LAND COMPANY, No. 74; Hiram Haight to William Peacock 2nd, May 2, 1836, Cary Papers, HOLLAND LAND COMPANY, No. 75.

19. William Peacock to David E. Evans, May 29, 1836, HOLLAND LAND COMPANY Item 789, quote on advice to Evans; and letters dated May 19, and June 6, 1836, HOLLAND LAND COMPANY Item 789, on threats against Peacock; further reports on anti-Peacock feelings in Chautauqua County appear in Junius Smith to David E. Evans, June 2, 1836, HOLLAND LAND COMPANY Item 411, and others; FREDONIA CENSOR, May 11, and June 8, 1836, on the Batavia Land Office attack and other disturbances on the Holland Purchase; On the Batavia riot: John Lowther to John J. Vanderkemp, May 14, 1836, HOLLAND LAND COMPANY Item 411; Anti-David E. Evans letter: "Many settlers" to David E. Evans, June 13, HOLLAND LAND COMPANY Item 411.

20. A considerable amount of information was found on and about the June 15 meeting in Chautauqua County. The following listing is a representative selection of the more important reports; FREDONIA CENSOR, June 8, 1836, Copy of the HANDBILL with a note to Cary, dated June 2, 1836 found in Cary Papers, HOLLAND LAND COMPANY, No. 78; Hiram Haight to David E. Evans, June 11 and 16, 1836, HOLLAND LAND COMPANY Item 411; Lucius Smith to Junius Smith, June 15, 1836, a copy in HOLLAND LAND COMPANY Item 411; James Mullett to Junius Smith, June 17, 1836, a copy in HOLLAND LAND COMPANY Item 411; James Milnor to David E. Evans, June 17, 1836, HOLLAND LAND COMPANY Item 411.

21. Trumbull Cary to David E. Evans, May 10, 1836, Cary Papers, HOLLAND LAND COMPANY, No. 77; FREDONIA CENSOR, June 22, and July 6, 1836 on the county meeting and its impact; Philip Haag to Trumbull Cary, June 11, 1836, Cary Papers, HOLLAND LAND COMPANY, No. 48; Vine Elderking to David E. Evans, June 30, 1836, in WILLIAM HENRY SEWARD PAPERS, Rush Rhees Library, University of Rochester, Rochester, New York, Individual Correspondence, folder 15 (hereafter cited as Seward Papers, Individual letters, f. 15); Luther Frank to David E. Evans, July 6, 1836, HOLLAND LAND COMPANY Item 411; J.J. Vanderkemp to D.E. Evans, June 6, 1836, HOLLAND LAND COMPANY Item 403.

22. David E. Evans to John J. Vanderkemp, June 20, 1836, HOLLAND LAND COMPANY Item 411.

23. Trumbull Cary to William Henry Seward, June 16, 1836, Seward Papers, Individual letters, f. 15.

24. William Henry Seward to David E. Evans, July 9, 1836, Seward Papers, Chautauqua folder, letter book; Glyndon Van Deusen, WILLIAM HENRY SEWARD, (New York: Oxford University Press, 1967), pp. 25, 38-39; Trumbull Cary, to William Henry Seward, June 16, 1836, Jared Rathbone to William Henry Seward, June 24, 1836, Abraham Shermerhorn to William Henry Seward, June 30, 1836 in Seward Papers, Individual letters, f. 15; John Birdsall to Trumbull Cary, July 6, 1836, Seward Papers; Arthur Mott to William Henry Seward, August 25, 1836, Chautauqua Land Office Collection; William Henry Seward to Benjamin Jennings Seward, April 30, 1837, Seward Papers, Family Letters.

25. Thurlow Weed to William Henry Seward, June 15, 1836, Seward Papers, Individual Correspondence, f. 15, and September 17, 1836, f. 9; Thomas B. Campbell et al. to Trumbull Cary, July 16, 1836, Seward Papers, Individual Letters, f. 15; William Henry Seward to David E. Evans, July 24, 1836, Seward Papers, Chautauqua folder, letter book; Trumbull Cary to William Henry Seward, July 24, 1836, HOLLAND LAND COMPANY Item 739; William Henry Seward to his Wife, July 24 and July 29, 1836, reprinted in WESTFIELD REPUBLICAN, July 22, 1936; John Birdsall to William Henry Seward, July 25, 1836, Seward Papers, Individual letters, f. 15; Trumbull Cary to William Henry Seward, July 27, 1836, Seward Papers, Individual letters, f. 15; Hiram Haight to William Henry Seward, August 15 and 19, 1836, Chautauqua Land Office Collection; William Henry Seward to Trumbull Cary, September 21, 1836, HOLLAND LAND COMPANY Item 739, and a large number of letters found in the cited collections on the transfer of the land in Chautauqua County; FREDONIA CENSOR, July 27, 1836 on the opening of the new land office in Westfield; I.R. Babcock et al. to William Henry Seward, August 8, 1836 on the possibility of renting the McClurg mansion, Chautauqua Land Office Collection.

26. Hiram Haight to William Henry Seward, August 12 and 19, 1836, Chautauqua Land Office Collection; Trumbull Cary to William Henry Seward, July 14 and 27, 1836, Seward Papers, Individual Correspondence, f. 15; David E. Evans to William Peacock, August 15, 1836, HOLLAND LAND COMPANY Item 748; William Peacock to David E. Evans, August 26, 1836, HOLLAND LAND COMPANY Item 789; William Peacock 2nd also worked in the new land office. Indication of partial payment was found on a fragmented ledger page, dated March 20, 1838 in the Chautauqua Land Office Collection. The young Peacock's later services to the county, most likely through the new Chautauqua Land Office, are evidenced in the large, bound Township Atlas of Chautauqua County, 1838, housed in the County Clerk's Office at the Chautauqua County Court House, Mayville, New York. Another map of Chautauqua County, dated 1838, is kept at the Fenton Historical Society, Jamestown, New York. No doubt, William Peacock, Sr. has greatly aided the young man in his drawing of these important historical documents of the county's surveyed lands; William Henry Seward to Jared Rathbone, September 6, 1836, Seward Papers, Chautauqua folder, letter book; William Henry Seward to Trumbull Cary, September 21, 1836, HOLLAND LAND COMPANY Item 739; John Birdsall to

William Henry Seward, July 25, 1836, Seward Papers, Individual letters, f. 15.

27. William Henry Seward to Trumbull Cary, September 21, 1836, HOLLAND LAND COMPANY Item 739; William Henry Seward to Jared Rathbone, September 6, 1836, Seward Papers, Chautauqua folder, letter book; FREDONIA CENSOR, August 3 and 15, and October 19, 1836, and a large number of other announcements on the new terms and on other land office related matters throughout 1836 and 1837.

28. George Hunter Bartlett to Paul D. Evans, November 28, 1924, Bartlett Box 4; Mary Peacock, THE JOURNAL OF MARY PEACOCK, (Buffalo: Privately printed by Virginia Evans Devereaux, 1938), entry for July 13, 1838 indicates that Benjamin Jennings Seward visited Judge Peacock from Westfield; William Henry Seward to William Peacock, July 24, 1836, Seward Papers, Copy book.

29. David E. Evans to John J. Vanderkemp, quoted from February 20 and November 24, 1836, HOLLAND LAND COMPANY Item 411; John J. Vanderkemp to David E. Evans, December 9, 1836, HOLLAND LAND COMPANY Item 403.

30. Orsamus Turner, HOLLAND PURCHASE, p. 426.

31. Factual information for this summary had been taken from the following secondary sources: Paul D. Evans, HOLLAND LAND COMPANY, p. 435, percentage of profit earned by the Dutch on the western New York investment in land; Robert W. Silsby, "Frontier Attitudes and Debt Collection in western New York," in THE FRONTIER IN AMERICAN DEVELOPMENT, edited by David M. Ellis, (Ithaca: Cornell University Press, 1969), pp. 141-161; McNall, GENESEE VALLEY, pp. 49-51; P.D. Evans, HOLLAND LAND COMPANY, pp. 326-328 on debt collecting on the Holland Purchase; McMahon, CHAUTAUQUA COUNTY, p. 28; Turner, Holland Purchase, p. 514.

32. John Cleland to ADVERTISER & UNION, July 11, 1873.

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MANUSCRIPT COLLECTION

In the process of searching for available material on William Peacock the following manuscript collections were consulted, some of them checked in detail and used in the thesis, to a lesser and more degree.

Collections in the Buffalo and Erie County Historical Society:

HOLLAND LAND COMPANY COLLECTION (up to 1821, cited as JEC).

It is mainly Joseph Ellicott CORRESPONDENCE and other related material, deeds, and maps. In this collection letters to, from, and about William Peacock were found covering the years 1804 to 1820.

CHARLES WORTHINGTON EVANS COLLECTION (cited as C.W. Evans Collection)

It is a small collection of letters and reports where several useful documents were discovered. Some William Peacock letters and his manuscript report on the Erie Canal survey are the most important pieces.

GEORGE HUNTER BARTLETT PAPERS (cited as Bartlett, Box __).

This collection includes material of various sources from about 1790 to 1940, arranged roughly by subjects (i.e. "business and legal documents"), within which a chronological order is kept. The collection is contained in 42 Hollinger boxes, filled mostly to capacity, and it was NOT INDEXED when I "discovered" it in the Society. Presently arrangements are made for indexing. This massive collection contains a fair amount of business and legal and personal documents of William Peacock, and of the Evans and Ellicott families, besides similar information on the Bartlett families. As a result of a relatively thorough, item by item, checking, a considerable amount of information was found and extensively used for the pertinent sections of the thesis. Without this discovery, there would be less information available on Peacock.

TRIMBULL CARY PAPERS (cited as Cary, HOLLAND LAND COMPANY, No. __).

It offered an extremely valuable Holland Land Company folder in which about 80 letters pertain strictly to the negotiations of the Chautauqua lands, from about 1835 to 1837. There are letters from settlers particularly during early 1836. Further letters were exchanged between the associates, or prospective buyers of the new proprietors. With the help of this source the 1836 Mayville riot emerges in a better light.

Aside from these important collections, the following sets of manuscripts were screened for some additional information:

PAPERS of:

Louis Le Couteulx
Joseph Ellicott (miscellaneous letters)
William Peacock (miscellaneous letters)
Erie Canal
George Clinton
Jesse Hawley
Herman B. Potter
Peter and Augustus Porter
Benjamin Rathbun

Collections in other depositories:

THE HOLLAND LAND COMPANY ARCHIVES (cited HOLLAND LAND COMPANY Item _.)

This collection is housed in the Municipal Archives of Amsterdam, The Netherlands. It was used extensively for the period 1821 to 1836. Unfortunately, time permitted retrieval of only those segments that pertained to William Peacock directly. A large number of letters between the Subagent and the Resident Agents, Jacob Otto and David E. Evans are available here in manuscript form. Many letters deal with land office sales reports, bank deposits and other "mundane" and repetitious facts. The annual reports by these two Resident Agents have been published along with in the Joseph Ellicott's REPORTS, (Buffalo: Buffalo Historical Society, 1937), 2 vols.

THE WILLIAM HENRY SEWARD PAPERS (cited as Seward, by special Folder and No.)

This collection is in the Rush Rhees Library at the University of Rochester. The 1835-1838 segment revealed extremely important information on the Cary and Lay negotiations, land sales transactions, the establishment of the Chautauqua Land Office in

Westfield, and on other matters. During mid-1836 several letters yield useful information on William Peacock.

THE CHAUTAUQUA LAND OFFICE COLLECTION IN THE PATTERSON LIBRARY in Westfield, New York, contains a few items helpful in summing up the transition period between William Peacock and William Henry Seward.

CHAUTAUQUA COUNTY HISTORICAL SOCIETY, in Westfield, New York houses some miscellaneous materials that offer interesting reminiscences about William Peacock, most of which was summarized by Obed Edson in his HISTORY OF CHAUTAUQUA COUNTY. A "List of Delinquent Settlers in Chautauqua County, 1829-1830," however, is an important document, and it is not available in this original format elsewhere. It is incorrectly labeled as "Day book of William Peacock."

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1825. George Hunter Bartlett Papers, Box 5, Buffalo and Erie County Historical Society, Buffalo, New York.

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It is to be noted that the newspaper articles offered very limited, and largely erroneous information.

The FREDONIA CENSOR was screened from 1821 to 1878 and the MAYVILLE SENTINEL was screened from 1844 to 1878.

EPILOGUE

EPILOGUE

WILLIAM PEACOCK, THE FAMILY MAN, PRIVATE MAN AND MAN OF WEALTH

The Family Life of William Peacock
William Peacock, the Private Man
William Peacock, the Man of Wealth
Chautauqua County Land Holding
The Buffalo Lots
Peacock's Business Investments
Judge Peacock, the Public Benefactor
William Peacock: Free and Accepted Mason
The Value of William Peacock's Activities
in Chautauqua County

This unit on the private life of William Peacock does not belong to the thesis structurally. Neither does it give a complete account of Peacock's activities throughout his life which spanned nearly a whole century. Such coverage would require the finding of more material to fill in the immense gaps created by the discovery of various notes, letters, and family reminiscences that afford a mere inkling of how Peacock may have spent some of his days. The previously unknown legal and business documents cast some light on the origin of Peacock's wealth, and the source of the steady flow of his life-lasting income that earned him the reputation of a wealthy man. These findings made the following EPILOGUE possible. It is presented here as a supplement to the thesis because it is believed that it may be of some service to interested readers.

William Peacock's career and personal life was considerably altered after his enforced departure from the Holland Land Company's Mayville Land Office in 1836. Although he was no longer a public servant he remained an active participant in the economic life and in the general development of western New York. With these private interests Peacock's field of operation was not confined to Chautauqua County. It extended to Buffalo, where he held several parcels of land which he purchased mostly during his early years of employment as a land surveyor. Peacock's lots were situated in the heart of the fast developing city and on the Lake Erie Basin. Therefore, he could easily lease them to commercial entrepreneurs who built on the plots a variety of business properties.

The examination of William Peacock's private life will concentrate on his family and sources of family wealth, on his private interests, and on his activities as a wealthy philanthropist. This examination will reveal how incorrect were the suspicions both of settlers and later critics, that the "haughty" land agent accumulated his wealth through unethical land dealings and through skimming collections from debtors. It will be demonstrated that the majority of Peacock's wealth resulted from rental fees, collected on his strategically located land holdings in the city of Buffalo, and in Chautauqua County. To his own real estate further land holdings and cash annuities were added mostly by his wife's wealthy Ellicott and Evans relatives. Throughout the years, Peacock, who once lived in poverty, had not forgotten the needy and shared his possessions even in the early years when he was not yet a man of wealth. The proofs of his donations to public interests and his

benevolence toward individuals and family members will be shown. In his long life, and long after his death, Peacock was most often talked about for his wealth and benevolence, although he wanted to be remembered, as the inscription on his tombstone in the Mayville cemetery reminds us, as the first Mayville Land Agent of the Holland Land Company.

The Family Life of William Peacock

Much correspondence relating to William Peacock's public life from 1803 to 1836 has been preserved. Therefore, it is possible to review most of his contributions toward the establishment of the Holland Purchase, and the general improvement of public welfare. On the other hand, it is very difficult to reconstruct his family life from the presently available reminiscences, hearsay, and scattered personal letters that span Peacock's lifetime. However, the sources used in the following survey of Peacock's private life will reveal heretofore not commonly known information.

William Peacock was born on February 22, 1780, near New York City, on the western part of Long Island. He was the second son of Thomas and Margaret Peacock, who had four other children. Their oldest, Andrew, died young. The only daughter in the family, Sarah, was born in 1781. William's younger brother, John, was born in 1783. The youngest son of the Peacocks, Absalom, was born in 1785. The genealogical background of the Peacock Family was traced back to the supposed connection of Reginald Peacock, an Englishman, who was appointed Bishop of St. Asaph, on April 22, 1444. He became the Bishop of Chichester on March 13, 1449. In 1455 he denied the doctrine of transubstantiation, for which

he was deprived of his office, and his books were burnt publicly. He died in 1486. The next traced predecessor was Sir Stephen Peacock, once the Lord Mayor of London. Some early members of the Peacock family are mentioned in BURKE'S LANDED GENTRY IN ENGLAND. A John Peacock is listed as a landed proprietor at Slyne, near Lancaster. A Richard Peacock, who lived at the same place in 1713, is likewise recorded. A coat of arms is recorded to have been granted to the family in the County of Berks, on June 27, 1640, and one in the County of Durham, in the year 1688. Some members of the Peacock family moved to Ireland, from which branch Thomas Peacock, William's father was a descendant.

Thomas Peacock was born in Ireland circa 1730. The date of his arrival in America has not been found, but in about 1777 he married Margaret Anderson, a woman of Scotch origin. They first lived on Long Island, from where they moved to a farm near Newburgh, in Orange County, New York. Thomas Peacock owned approximately 200 acres of land there. The family records indicate that he served as a deputy sheriff of Orange County for some years. The Peacocks stayed there until the late 1780's. Later, the family relocated in the Town of Phelps, near Geneva, New York. The Peacock property was often used as a benchmark for determining the location of plots of other settlers in the vicinity.

Although, in 1797 Thomas Peacock was elected one of twelve path masters in the town of Phelps, indicating some personal and political standing, around 1805 or 1806 the family was forced to give up the Phelps homestead due to the accumulation of heavy liabilities. The family's next residence was on the Pulteney Estate, near Lyons in Wayne

County. Mrs. Thomas Peacock died there on November 26, 1816, at the age of 65. Thomas Peacock lived in the family home with his son John, until 1827. Then at the age of 97, he was moved to Mayville by his son William. The journey, by boat and by carriage he withstood well. Thomas Peacock died on July 3, 1828. He was buried at the Peacock enclosure in the Mayville cemetery. His wife's remains were placed next to his grave on the grounds that were donated to the village by their son, William. ¹

Thomas Peacock is the second oldest Revolutionary War Veteran in the Mayville cemetery. He rose from the rank of enlisted man to the rank of sergeant in Captain Van Keuren's company of the second regiment of Colonel Newkirk's Ulster County, New York militia. He was believed to have been present at the crossing of the Delaware with General George Washington on December 25, 1776. Later he was at the Newburgh Revolutionary Headquarters when Washington visited there in 1783. According to family reminiscences, Washington placed Young William on his knee, "making much of him, because he was the son of a soldier, and born on the 22nd of February—his own birthday." Another family manuscript noted that Thomas Peacock had also participated in the battle of Monongahela, fought in July 1755 at the site of Braddock, Pennsylvania. ²

The United States Bureau of the Census, Population Schedule in 1800 records that William Peacock still resided at home. Family manuscript information reveals that he married Barbara Kendig, from the town of Seneca in 1798. His wife died shortly after their wedding. A surviving deed among the family documents prove that William Peacock purchased four acres of land about one mile from his father's homestead on Sep-

tember 25, 1799. This small parcel may have been intended for the young couple's future home. Besides this extremely scanty background information no other records exist on William Peacock's personal life during the period of his youth. On the one hand, some historical sources credited him with knowledge of French and Spanish and a sophisticated education. On the other hand, during the years of his youth, only the most rudimentary curriculum was offered in the regional schools that may have been within the reach of the Peacocks, who were in decidedly humble circumstances. It is evident however, when comparing the large number of manuscript letters by Peacock with letters of other settlers of the same period, that he handled the pen, and the English language, better than most of his peers. What is certain is that Peacock studied practical surveying under a private tutor, an Irishman, called Cummings, in Geneva. ³ He later advanced his knowledge of surveying by self-training, and reading technical books. This acquired skill proved most useful to him when he entered the employment of the Holland Land Company in 1803.

Peacock spent the early years of his employment with the Company on land surveying. Later he became a clerk at the Batavia Land Office. In this position Peacock performed various other assignments as directed by his superior, Joseph Ellicott. Ellicott invested much care in the professional development of the ambitious young man. The reasons of Ellicott's personal interest became evident when on October 3, 1807 Peacock married Alice Evans, Ellicott's niece.

Alice Evans was the daughter of Joseph and Ann Ellicott Evans of Maryland. She was born on July 30, 1780, in Baltimore County. Following Ellicott's visit to his mother in Maryland, Alice and her cousin Rachel Evans accompanied their uncle to Batavia where they were to help him keep his elaborate household. There she soon met Peacock, and in just two years she captured the heart of the handsome surveyor. On their wedding day they rode on horseback with the wedding party to Buffalo where the ceremony was held. On the same day they proceeded on the bridal tour with their attendants, again on horseback, to Canada and Niagara Falls. On the way there, "in high spirits," they visited Erastus Granger by Buffalo Creek, because the practical Ellicott, who apparently did not join the procession, sent a "business message" to Granger by the groom. Until their departure for William's Mayville assignment in 1810 the young couple lived in Batavia. It is not known if they shared a house with Ellicott, or if they had a home of their own. They made frequent household purchases from Louis Le Couteulx, who was a family friend and owned a well-stocked store in Buffalo. Although Mrs. Peacock, who was esteemed for her industry and frugality, most likely preferred to keep her own household during the early years, a settler's letter in early 1809 to Peacock introduced a woman who wanted to work for the young couple.⁴

The first known homestead of Alice and William Peacock was a common log cabin, financed by the Holland Land Company as part of the commission of the Mayville land agent. In this home they shared the hardships and privations of the early frontier, although perhaps to a lesser degree than many of their neighbors of humbler means. From a rather ad-

vanced social life in Batavia, the Peacocks' Mayville move brought them to a still coarsely knit frontier society at its earliest stage of development. They, like other land agents in the region, reflected a more sophisticated life style, including the quality clothing and other fineries, the books, and the carefully groomed appearance which was affordable on the comfortable annual salary of the Subagent. Their way of living caused envy among the less well to do settlers. Their regular visits to fast-improving Buffalo and Batavia helped them keep abreast of social and cultural developments. Therefore, the couple maintained a more advanced way of life, thus creating a deeper chasm of differences between themselves and their more limited neighbors, who on given occasions, were eager to exploit these differences to the land agent's disadvantage. 5

Shortly after their arrival in Mayville, William Peacock selected about an 80 acre parcel, Lot 47 in Township 3 Range 14, which spread on the hill above Chautauqua Lake, by Mayville, then a hamlet of a few houses. By 1814, he had built a frame house on it, which, according to Joseph Ellicott, displayed "convenience and taste." Behind the frame house he also erected a frame land office. In 1845, Peacock built a large brick house in front of the frame structure, but the couple continued living in their comfortable frame home. The brick homestead with later improvements became known as the foremost residence in the county. From 1859 it had the "burning gas flame" for added comfort and novelty. It stood adjacent to the County Court House, facing Main Street. Its enormous yard full of fruit and other fine trees, was enclosed by a

fence. An extensive garden lay nearby, behind which a plot was put aside for the family burial ground. ⁶

The interior of the house, its furnishings, decoration, and other accessories, can be traced from the minute detail given in the manuscript "Inventory of the William Peacock Estate" prepared in 1877 after the owner's death. The main structure itself contained at least ten rooms and three furnished hallways. The chambers were covered with 400 yards of carpeting and several area rugs. At least three dozen paintings, pictures and portraits embellished the walls. There were four sofas, two ottomans, five armchairs, two dozen "haircloths" and three dozen cane chairs, and several pages of listings of other pieces of furniture displaying elegance and wealth. The table settings included four dozen china cups and saucers, three dozen cut and colored glasses, thirty-nine wine and champagne goblets, and other necessities of comparable dimensions. The original frame house seemed to be plain but functional, with spartan "old" pine, and some cherry furniture, and "common" rugs. That is where Mrs. Peacock's kitchen was set up with kettles, skillets, griddles, dozens of canning jars, baskets, tin pails, wash tubs and boards. And that is where the Peacocks lived their everyday life. ⁷

Alice and William Peacock did not have children of their own. However, they did have an extended family of nephews, nieces, and cousins. Soon after the Peacocks settled in Mayville, William's brother, Absalom, and his wife, Jane Nicholson, joined them. They established their home in Westfield. By 1827 they had eight children. In 1835 Absalom drowned, and from then on several of his children spent various

lengths of time with William and Alice. After her marriage to Judge John Birdsall, Absalom's daughter, Sarah J. went to Texas with her husband. Judge Birdsall died shortly thereafter, and Sarah moved back to Mayville and lived in her uncle's house even after his death. Peacock's only sister, Sarah, who moved to Washington, D.C. after her marriage in 1798 to Samuel Hutchinson, a minister in the Society of Friends, who died in 1824, was also aided by the Peacocks. In 1856 Peacock purchased a home for his sister and her eight children. In 1868, ten years after Sarah's death, Peacock assigned his sister's property to one of her daughters, Sarah Hutchinson Johnston, until the end of her natural life. Mary B., another daughter of Sarah, who married William B. Ferguson, later lived in the Peacock mansion for many years with her two daughters and son and nursed the Judge in his old age. William Peacock's brother John married Mercy Maria Frees, of Dutch origin, and lived near his father's homestead in Lyons, Wayne County, with their five children. On October 18, 1826, his wife died of typhus fever at the age of 34. Three of his children were taken over by Alice and William Peacock. William W., often referred to as William Peacock 2nd, was eleven years old, Mary was five, and Sarah was two years old at that time. The other two boys, John and Thomas, stayed with their father for a while. At the end of the 1820's they also moved to Portland Harbor, Chautauqua County. John Junior died at the age of nineteen, in January 1839 while visiting his Uncle William. Thomas, who married his niece Alice, also died young, in 1851 at the age of thirty-one. Their father died in his 81st year in 1864. ⁸

The childless Peacocks proved to be generous adoptive parents. William was educated for the law in Buffalo, but his uncle also trained him for practical surveying. For a while in the 1830's he worked in the Mayville Land Office, and after it closed he was transferred to the Batavia Land Office. He was an accomplished map drafter. On June 16, 1847, he married Mrs. Caroline Ruxton, and resided on West Eagle Street in Buffalo, where he died on June 2, 1867. There is not much known about the youngest child, Sarah, who was a constant companion of her sister Mary. She was educated at Mrs. Mary Osborne's Quaker boarding school in Jamestown. On July 28, 1858 she married Austin A. Howard and moved to Buffalo. ⁹

Of the three adopted children, Mary seemed to have been closest to her uncle and aunt. Or perhaps her own family was more heritage conscious, as some of her letters and family notes survived. Mary was born on March 18, 1821, and was believed to resemble Judge Peacock with a "most remarkable likeness." The available records indicate that she attended a boarding school in 1830 in Jamestown, managed by the Misses Miell and Wilkes. By 1834 she transferred to Erie, Pennsylvania, to a Mrs. Newman's boarding school, where she studied French, and piano in addition to the regular curriculum. In 1837 she was studying in Buffalo, at a Mr. Brown's school. At the age of seventeen, in January 1838, Mary Peacock started a diary, in which the daily routine at the Peacock household is revealed in some detail for one year. From the diary the legendary hospitality of Alice and William Peacock is evident. Relatives from neighboring towns, and from Lewiston, Batavia, and Buffalo regularly visited, and often stayed days or weeks. Friends, young and

old, gathered there for sleigh rides, singing and dancing to piano music, or playing games. In her daily notes Mary often refers to her uncle's and aunt's visitors and friends, the Osbornes, Kirbys, Patchens, and the MacKenzies who even spent Christmas Eve there in 1838. Mary recorded her aunt's frequent visits to the sick, whose healing and attendance was part of her daily life. The Peacock couple with or without children, often made out-of-town visits to relatives in various towns, or to Buffalo to attend lectures, or to check on the militia, that was kept in readiness to fight the "invisible enemy," as 1838 was the time of the "Patriot War."¹⁰

On September 10, 1857, Mary Peacock married Charles Worthington Evans of Buffalo where the couple established their own home. The few family letters that survived from the following years between the two families until the death of Judge Peacock demonstrated affectionate, close family ties, between a grown woman and her adoptive father. She and her husband often consoled their uncle after the loss of his wife, and asked him to share his grief freely with them, although William Peacock was not a regular letter writer. They exchanged notes about family members and acquaintances; their illnesses, deaths, misfortunes, births and other joys. Charles W. Evans, who administered Peacock's extensive real estate in Buffalo, would occasionally refer to business matters. The couple often purchased necessary supplies for the Mayville estate, and made relatively frequent visits there. Peacock's generosity to Mary's family can also be detected, although he was not a carelessly free giver. On one occasion when the couple returned a long outstanding

loan of \$1,347 with \$450 interest, Peacock sent the money back to them for their two daughters who were not allowed to be told about it, as the gift might have spoiled them. At the same time Peacock reminded Mary that she "must not forget to practice the economy of dear Aunt Alice, now gone." The couple heeded their uncle's advice, and their daughters, Alice and Virginia, only learned about their uncle's gift, on March 28, 1883, when they became of age, five years after Judge Peacock's death. Mary Peacock Evans died in Buffalo, on January 22, 1912, at the age of ninety-one. Her daughter, Virginia, married Walter Devereux, while Alice Mary became the wife of George Hunter Bartlett. Due to the Bartlett couple's foresightedness, an appreciable amount of business, legal, and family documents were preserved, along with documents of the Evans, Ellicott, Hunter and Bartlett families. They were deposited in the Buffalo and Erie County Historical Society in 1965. ¹¹

Aside from helping the numerous members of the large Peacock family, Alice and William had obligations toward the Evans and Ellicott families. Peacock was not legally assigned to the management of the extensive estate of Joseph Ellicott when he died, because he was not a blood relative. Nevertheless, he had taken a limited part in the arrangement of his land holdings, and monetary transactions. On the other hand, Peacock was one of the legal executors of Benjamin Ellicott, Joseph's brother, who died in 1828, and left behind a long-lasting, cumbersome legal case that included financial responsibility to the Holland Land Company as well. Benjamin's way of handling his land purchase payments caused some embarrassment and anguish to the survivors. Furthermore, William Peacock was the manager, and executor of the con-

siderable estate of his mother-in-law, Ann Evans, who lived in Lewistown, New York, after her husband's death. For years, she was very frail, and the couple made many visits to her from Mayville. When she died in January 1841, Alice and William inherited a good portion of her accumulated wealth. ¹²

Although Alice and William Peacock had no children of their own, it is obvious that their married life was enriched by the presence of an unusually numerous family, whom they attended with concern, loving care, and a generous sense of financial obligation. Besides these family responsibilities, the Peacocks had a life of their own, in which they cultivated their private interests. Despite the long, often hazardous, and generally unpleasant mode of travelling due to bad roads, distances and weather, the Peacocks enjoyed visiting Buffalo, Batavia, Philadelphia, and other developing cities, and regions.

Judge Peacock was known for his elaborate carriages, although the only available purchase record shows that in 1818 he obtained a used one with two horses for \$450. It was nicely cushioned, but had no windows; one spring was broken, and the harness needed mending, but he was "well pleased with it." Later Peacock could have purchased other carriages, and he may have inherited his mother-in-law's finer carriage, which he bought for her a couple of years before her death. ¹³

With the advancement of inland navigation Judge Peacock took a liking to boating. He travelled first on the steamboat "Superior" in May 1824 from Buffalo to Erie. In a letter to the ailing Joseph Ellicott, Peacock related his unique experience in a most colorful and

amusing description, to which he added his keen observation of a society in which he was a quiet but sophisticated observer. Peacock likened the "unwieldy vessel" to a "well regulated hotel" in the belly of which, some of the "living animals," the travellers were walking, sleeping, or like himself, viewing the Canadian or American shores. Others were calling for punch, wine, or brandy, or were playing whist or backgammon. There were people "conversing on the anticipated pleasures they were soon to realize in a new Country, some were engaged on the subject of canals and their utility, others up (on) theology and the proper road to heaven, others again on the science of chemistry, metaphysics, hydraulics, and natural philosophy." This most "extraordinary and singular ride" had taken twelve and a half hours. ¹⁴

After this initial steamer excursion Peacock took numerous trips by water. In 1826, his two nieces, Mary and Sarah accompanied him on the Erie Canal to New York. In 1830, he and Alice took a short ride on the Canal to Utica. It was his wife's first trip, and they also visited several of the developing towns and their budding industries on the Holland Purchase. In 1832, Peacock wrote to David E. Evans that he had a "strong urge to take a trip to Montreal." Of the many inland journeys a memorable visit to his sister, Sarah, again with his two nieces in 1856 had been recorded. ¹⁵

The sizeable library of about 400 books in an early frontier home proves that the Peacocks enjoyed reading. The collection included contemporary novels, reports of general information on or by the Canal Board, and the United States Post Office, agricultural surveys, financial statistics of the Congress, several copies of the United States

Constitution, and the laws and statutes of New York. There were some literary classics like Shakespeare PLAYS, John Milton's PARADISE LOST, Herodotus and Virgil and Plutarch. Histories of the United States, continental Europe, and the Orient occupied a good portion of the library. A copy of the PIONEER HISTORY OF THE HOLLAND PURCHASE, by Orsamus Turner, published in 1849, was also present. There were biographies of Jefferson, Franklin, Washington, Jackson, Napoleon, Columbus, and a score of other lesser known personalities. Other books covered the more practical subjects of mathematics, physics, chemistry, astronomy, and, of course, surveying, and bookkeeping. Some books represented political science, religion and philosophy, others served as reference tools, or language aids for Spanish, German, and Latin. And there were 175 issues of the DEMOCRATIC REVIEW, and a score of NILES' WEEKLY REGISTER. 16

Some of the books in the Peacock library were of special interest to the lady of the house. Titles like GODEY'S LADY'S BOOK, PIONEER WOMEN, HOUSEKEEPER'S MANUAL, and several others on cooking and sewing were most likely there to fulfill her feminine interests. The medical literature aided her in nursing the sick, for she had an unusual knowledge of medicine. Alice Evans Peacock was known to some as a friendly Quaker lady who spent her life in helping the troubled, and she was long remembered for saving lives on the rugged frontier. By her family she was likened to her great-grandmother, Ann (Bye) Ellicott, who possessed strong "physical and mental peculiarities." To others around her, she "was the Lady Bountiful of the community," with an open purse, warm

heart and christian benevolence. She was praised for her open handed charity from the time of their own humbler days through their prosperous years, although in her home surrounding she was a frugal housekeeper. She was a devoted member of the Society of Friends, with sincere and consistent religious views. After a short illness she died on April 19, 1859, and she was put to rest in the Peacock enclosure at the Mayville cemetery, where her grave is marked with a plain but substantial tombstone. 17

William Peacock the Private Man

Peacock as a private citizen had devoted time and interest to numerous public events even after 1821, when Jacob Otto restricted his involvement in public affairs. References were found to some of these occasions throughout the years. Peacock's name is always mentioned in connection with the visit of the Marquis de La Fayette, who passed through Chautauqua County in 1825 on his way to Boston from the South. Some sources indicate that William Peacock participated as a committee member in the celebration given in honor of the great supporter of the American cause. Others mention that the Judge lent his carriage to transport the General between Erie and Westfield. Besides social life Peacock maintained a steady interest in the changing political activities around him. He was often present at meetings and at occasions that called for celebration of the achievements of his favorite party representatives. In 1828 at a commemorative dinner for the celebration of the battle of New Orleans he expressed his enthusiastic approval of General Andrew Jackson, who in his opinion "filled the measure of his

country's glory." During the 1837-1838 Patriot War Judge Peacock was the Chairman of the January 1838 meeting, where British suppression of Canadian liberty was condemned in strong resolutions, and preparations were made for a volunteer militia. ¹⁸

William Peacock's presence is often recorded though not substantiated at Daniel Webster's secret visit to Donald MacKenzie in connection with the controversial northeastern and northwestern boundary lines. New interest in the boundary controversy between the United States and the British territories revived when in 1837 the American ship "Caroline" trespassed into British waters on the Niagara River and was destroyed. Daniel Webster, who was involved in the boundary line negotiations, was determined to end the old dispute "by agreeing to a conventional line or a line of compromise" when he became Secretary of State to President Millard Fillmore in 1841. After lengthy and questionable negotiations the Northeastern boundary line was set in the Webster-Ashburton Treaty of August 9, 1842. Four years later, in 1846, the Northwestern boundary lines were set in the Oregon Treaty. During the years of negotiations Daniel Webster made several visits to the east searching for verification of the never clearly defined boundaries. As part of these trips he was supposed to have consulted MacKenzie, who became familiar with the disputed territories while in the fur business. According to some histories, Webster came from Buffalo to Barcelona, then to Mayville in Judge Peacock's "covered wagon," where he spent one day and two nights incognito. Only the driver, Judge Peacock and a couple of other close friends knew about this secret meeting. It should be mentioned that, according to George Ticknor Curtis, Webster made

three public visits to western New York in 1833, 1837 and in 1851. During the last date he had written some letters from Dunkirk, therefore, this date is often associated with his secret interview in Mayville by those who do not take note of the fact that by 1846 the boundary controversies had been resolved. ¹⁹

Donald MacKenzie may have invited Judge Peacock at the time of Webster's visit because the two were close friends. The two families entered into family relationship when Rachel MacKenzie married Thomas Peacock, a nephew of the Judge. In fact the Peacock nephews and nieces established similar connections with several other families in the community, thus widening the social circle in which Alice and William Peacock figured predominantly. Yet Judge Peacock was also known for selecting a small group of friends to be frequently entertained in an "oldtime court" style at their mansion. Obed Edson, a contemporary historian, called Peacock's social character a "connecting link between the English landed proprietor of the ante-Revolutionary days and the civilization" of the changing times. ²⁰ However, Peacock's involvement in a wide variety of community interests indicates that in these activities he regularly mixed with the common settlers. Furthermore, his acknowledged benevolence toward the settlers, and his wife's attendance to the sick and the needy is sufficient proof that the Peacocks did not separate themselves from the majority of the people in the community. It was more likely that their wealth and social habits set them apart, and that the settlers kept their distance because it was the proper social etiquette.

William Peacock the Man of Wealth

After his retirement of the Holland Land Office Subagency, William Peacock devoted most of his time to the management of his sizable estate, consisting mostly of land, which he was believed to have purchased during his land office career. As a surveyor and land agent, Peacock could have been easily grabbing the best parcels and reserving them for himself for re-sale at a good profit. Other land agents and enterprising settlers, like the McMahan brothers, Joseph Ellicott, the Prendergasts, the Cherry Valley and Dunkirk Associate companies, and others bought land for speculation around him. Peacock purchased about 1,200 acres of land in Buffalo and Chautauqua County between 1804 and the late 1850's, for prices that were average for the period. Of this, only twenty-one acres were in Buffalo, where he leased the land instead of selling. The rest of the land was situated at different locations in Chautauqua County. Peacock was believed not to have sold any Chautauqua land. However, according to the land records at the Chautauqua County Clerk's Office, Peacock sold about 650 acres of his land holdings throughout the years. The rest of it was leased to settlers some of whom stayed on the Peacock land for decades.

Chautauqua County Land Holding

According to the available records Peacock purchased his lands in the county between 1805 and 1860. The first parcel of about 300 acres was bought for \$760.25, or about \$2.50 per acre, an average price at the time. John McMahan paid the same amount per acre on his contract. Similar land for cash in hand could be had for as little as \$1.00 per

acre, as the Prendergasts purchased at least 1,000 acres in the county at that rate. Peacock sold this land in 1828 for \$2,482.66, or about \$8.00 per acre, in an era when some lake-side lands sold higher than that. Still he did make a dollar profit of 312 percent on his first purchase, although the relative value of both the land and the dollar fluctuated throughout the intervening years. The Peacock homestead lot of about 81 acres was deeded in April 1814, at \$405. This may be viewed as a low price, \$5.00 per acre, for lands in the center of the newly established village of Mayville. But it must be remembered that the Holland Land Company Land Office was also erected on this private property. Throughout the years this lot went through a series of transformations, as it was divided into, and appraised as village inner lots. In 1819, Peacock sold fifteen acres of it for \$300, or \$20.00 per acre, as village lots had reached a steep price by then. From the remaining acreage the village of Mayville was the major beneficiary, through Peacock's donations to that municipality. At the time of his death in 1877, a little over forty acres was left as part of the Peacock homestead, valued at \$8,300. There is evidence that a segment of this parcel contained a dwelling of some sort, which was leased to more than one settler throughout the years. For instance in 1834, a ten year lease was contracted for \$10.00 per year. In 1854 a fifteen year extension was granted to the widow of the lessee or until her death or remarriage, without an increase of the rental fee. This, and similar leasing fees indicate that Judge Peacock could not be, and was not considered an usurious landlord. ²¹

There were a few exchanges of plots between the same parties, some of whom were family members by marriage, creating a complex set of records to sort out. One of the most controversial parcels of land in Peacock's possession was the uniquely situated lot on Lake Erie by the mouth of Chautauqua Creek in Barcelona Harbor. It was often believed by his resentful contemporaries, and later by others, that Peacock had reserved that land, the cream of the county, for his private use, but let the Holland Land Company pay the annual taxes on it. However, the land records testify that originally the lot was part of the John McMahan contract, on which McMahan established his own homestead. In 1817, when McMahan was approaching bankruptcy, he asked Benjamin Evans, Peacock's nephew, to purchase the land. In a deed of 1822, Evans transferred 150 acres to Peacock, including the "Point," for \$1850. At little over \$12.00 per acre, it was a reasonable price knowing that Evans told Joseph Ellicott, who considered purchasing it, that the land was worth \$25.00 per acre. In 1835, another purchase from a non-family third party added 70 acres to that lot, for \$15.00 per acre. In 1837, Benjamin Evans sold Peacock 286 acres of his land in Westfield, for \$6,000 or at \$21.00 per acre. Obviously, William Peacock had paid the constantly increasing price of land even to family members. In 1877, the 300 acre Barcelona lands were appraised at \$12,000. The Peacock heirs, in time sold all but the 14 acre "Point." The McMahan farm property was leased for \$100 per year to Jarvis Foote from 1830 to 1866, when the lease was raised to \$165.00. 22

The Buffalo Lots

Peacock's land holdings in Buffalo were also often treated in a controversial light, particularly because he contracted the choice parcels while laying out the city with Joseph Ellicott in 1804-1805. However, the Buffalo grounds were not new to Peacock when he started surveying them. As a young man, he first visited this region in 1799 on horseback. He reported his experience, most likely in the late 1850's, in a letter to the nineteenth-century Buffalo historian, William Ketchum. Peacock recalled that on his way to "Chautauque" with an Indian guide, he stopped at the site of the present Buffalo, by the high terrace near Lake Erie. The beauty of the sight touched him so profoundly, that even after many years into manhood, he recalled it as a "religious remembrance:"

To me, it was one of the most beautiful views I ever put my eyes upon. Coming out of the woods, it burst on my vision the large and beautiful sheet of pure water, Lake Erie; and there I offered up my prayers to God, the creator of all things, and to that Providence which guarded and protected me, young as I was--being then only nineteen years of age.

It should come as little surprise that he was among the first five purchasers to buy a piece of his favorite spot when the lots were measured out on the same "Terrace."

In Chautauqua County William Peacock had direct control over his property, whereas in Buffalo, he was an absentee landlord who depended on lawyers, friends, and family members to help manage his estate. Peacock owned a valuable triangle of less than one acre, comprising lots 44-45, situated between Main, Niagara, Pearl, and Eagle Streets, later known as the Kremlin Block. In 1805 Peacock paid \$220 for the triangle.

According to Buffalo City historian, Henry Wayland Hill, in those years inner city lots sold at an average of \$25.00 to \$50.00 per lot. Therefore, Peacock paid a steep \$110.00 for each of his triangle lots. Another segment of land, outer lots 7 to 10, cost him \$168.48, when outer lots consisting of 5 to 10 acres sold for \$10 to \$20 per acre in Hill's estimate. This indicates that Peacock paid a low price, considering that a good portion of his land was on the waterfront adjacent to the Erie Basin, a key location as the city's navigation developed.

In 1826 Peacock added to his Buffalo holdings when he purchased inner lots one and six, consisting of 6/100 of an acre for \$600 from a Detroit merchant. He bought another inner city lot in 1827 for \$500, a low price at that time. According to Orsamus Turner, by June 1, 1822, all original lots in Buffalo were sold during the craze for city land which accompanied the coming of the Erie Canal. Turner reported that around 1821, inner city lots were priced from \$80.00 to \$250.00 each. The completion of the Erie Canal greatly increased the inner and outer lot prices in Buffalo, as is seen in the Peacock purchase. To this already valuable land holding, nine other parcels at different locations in and around the city were added in 1852 from the settlement of Alice Peacock's mother's estate. Some of these lots were originally selected by Joseph and Benjamin Ellicott, as Ann Evans was their sister. From the general correspondence it seems obvious that the Holland Land Company's domestic dynasty, the Ellicott, Evans and later the Peacock families, were important city landlords. However, it is noteworthy, that while the Ellicott and Evans properties changed hands several times

shortly after the death of the original owners, the Peacock property stayed within the family many years after Peacock's death. ²⁴

The Kremlin Block experienced a series of phenomenal changes and increases of value during the life of its owner. It is not known if there was any building on it by December 1813, when the Village of Buffalo was destroyed by the British during the War of 1812. By 1816 at least a school house stood on the property, which was also used for the Sunday services of the First Presbyterian Church. Later several wooden structures existed on the Block, which were owned and rented by William Peacock. These buildings were burnt in a fire in December, 1831. Shortly after the fire, Peacock entered into an 84 year lease with Benjamin Rathbun, known as the "builder of Buffalo." In 1835 alone, Rathbun erected 99 buildings in the city, and at least 2500 men worked on his construction sites. Rathbun obtained a considerable amount of the necessary capital for his city building by forging the signatures of prominent citizens of western New York on bank notes that were regularly renewed before they were due. By this skillful maneuvering of non-existent capital, Rathbun, with the help of his brother, Lyman, and two nephews as cohorts, raised approximately \$4 million. On August 3, 1836, Rathbun's illicit fund-raising method was revealed, he was tried, convicted and sentenced to five years in jail. Among the names he forged were those of David E. Evans and Ira Blossom, Holland Land Company land agents. While Rathbun used the name of Herman B. Potter, Peacock's lawyer, curiously enough, William Peacock's name was absent, although it would have been so simple to include him. Peacock was wealthy, prominent, lived fifty miles away, and was practically Rathbun's business

partner in the Kremlin Block buildings, against which Rathbun raised an estimated \$45,000 in loans. 25

By 1833 the two original Kremlin lots had been divided into three groups of building plots each facing Main, Eagle, or Niagara Streets. Peacock prepared a separate lease for each unit with strict stipulations. For instance, the unit facing Main Street, was leased at \$1,200 per year payable semi-annually. Rathbun was responsible for erecting nine brick buildings for stores and tenement houses, each at least four stories in height, executed "with fine workmanship and elegance." Rathbun was to keep the buildings and its premises in good repair. He was liable for taxes and other expenses and charges during the first twenty-one year period. If Rathbun failed to comply with the agreement, Peacock would be allowed to sell the buildings at public auctions. At the end of the 21 year period, Peacock had the right to purchase any or all of the buildings on his lots after giving notice. If Peacock chose not to purchase, the lots and the buildings were to be re-evaluated by two groups of independent assessors, after which the rental fees were re-set at five percent of the assessed cash value of the lots for another 21 year period. This renewal method could be carried out three consecutive times. The first lease re-evaluation took place in 1853. The nine building lots were appraised at \$46,500, and the five percent rental fee was set at \$2,325. It was twice the amount of the 1833 fee. The nine buildings on these lots were evaluated at \$36,350 at the same time. The Niagara Street lots were estimated at \$11,600. The Eagle Street lots were assessed at \$6,480 and the three buildings on them were

valued at \$7,500. Thus the Kremlin Block lots alone were worth \$64,000 and brought Peacock \$3,200 of rental fee annually for the next 21 years from 1854 to 1875. The rapidity of the city's development was not taken into consideration; the average five percent lease fee was satisfactory for Peacock, the absentee landlord. ²⁶

William Peacock's other land holdings in Buffalo were similarly developed and were leased for various lengths of time to a number of individuals. The periodic re-evaluations of the lots, and the constant improvements on them, reflected the steady growth of his wealth as the City of Buffalo developed. On the Peacock property between the Erie Basin and the Erie Canal, where his outer lots 7-8-9-10 were situated, the Evans Ship Canal and the Peacock "Slip" criss-crossed. These connected the Basin with the Erie Canal, thus adding greatly to the improvement of the city's inland navigation, and to the value of Peacock's land. When Peacock leased the Erie Basin property in 1851 for an 80 year period, he exchanged the \$2,000 annual rental fee for eight years for several improvements. These included building a substantial brick wall along the waterline, keeping the canal in good repair, and dredging it periodically. By 1871, this parcel of land was valued at \$137,500 yielding \$6,875 annual ground rental fee at five percent. In the same year the on-ground improvements were estimated at \$101,150 and included the following structures: a grain elevator, a ship canal, a bridge over the canal, one large building, six office structures of wood or brick, carriage houses, one railroad depot and an office. Although the lease had given Peacock the privilege of purchasing these improvements, which

he could well afford, he continued leasing the ground on which they stood instead. 27

William Peacock's meticulous personal habits were reflected in his business management practices. He expected his lessees to keep the properties immaculate, and expected like consideration for the conveniences of the tenants in the dwelling houses. By requiring regular canal dredging, he aided inter-city navigation, which would have been threatened if the bottom was allowed to build up with sediments. With the flourishing commercial activities, and the increase of the boat traffic between the Erie Canal and the Lake, it became necessary to enlarge the Buffalo Harbor and widen the Erie Canal. In 1850, the widening of the Erie Canal required a strip of Peacock's land and the loss of one of his warehouses and a bridge which he built. The Canal Commission compensated Peacock in the amount of \$9,979.51. In the same vicinity Peacock lost some of his land to the Buffalo-Lockport Railroad Company in the early 1850's. To settle this loss Peacock issued a quit-claim deed to the Company for \$2,000. From these and other transactions it is clearly evident that William Peacock was a fair, though shrewd businessman, believing in a proper remuneration for the losses he was willing to suffer for improvements that would benefit a larger group of people. 28

While William Peacock expected to be compensated for private losses on behalf of public interest, he readily added his own resources when the gain was to be divided between his own interest and that of the public. He had provided such an example in 1825, when he and Benjamin Ellicott decided to construct the first sloop canal, called the Peacock

Slip, through his property into the Erie Basin. It greatly improved the value of the land, for the \$2,116.72 Peacock invested in it. At the same time, it had a similar beneficial effect on the inner city navigation, which further improved the development of Buffalo's shipping activities. In 1833 the same canal was extended to Buffalo Creek. Peacock's portion of the expenses was \$3,176.60. The Canal Board of Albany approved the opening of the extended canal on March 21, 1834. Peacock's name is likewise connected with further inner-city navigation improvements in the 1840's, when he with some of his neighbors in the city, once more offered to construct at their own expense another stretch of the connecting canal from the north pier to the Erie Canal below Erie Street. These private canal constructions obviously were intended to enhance the value of Peacock's personal property, yet at the same time they added to the general improvement of the city and benefited many of its residents. ²⁹

Peacock's Business Investments

In addition to leasing and making extensive improvements on his land, Peacock invested some of his earnings in a variety of business enterprises. His stock interest in the Bank of Niagara in Buffalo has already been discussed. Although the stormy existence of the bank with its constant threat of failure caused some anguish to Peacock, he remained with it until 1825, and served as one of the directors. When the first Bank of Chautauqua County was formed in 1831, Peacock became one of its stockholders and directors. Some incomplete records indicate that Peacock may have supported the Bank of Westfield in the 1860's, as

it issued him a small dividend in 1868. Besides bank investments Peacock tried his luck at some small business investments. In 1827, he with other settlers in the county formed a stock company for the building of the steamboat "Chautauque," in Jamestown. It was launched on July 4, 1828, carrying the merry stockholders on its maiden voyage to Mayville. A more ambitious, and less fortunate undertaking was the building of the "William Peacock" steamboat in 1831 by the citizens of Westfield. It was supposed to navigate between Barcelona and Buffalo on Lake Erie. However, on its first trip its boiler burst, scalded to death some seventeen persons and was destroyed beyond repair. Peacock's investment on a larger scale involved him with the New York and Erie Railroad, in which undertaking he invested an undetermined amount. Peacock tried to incorporate his own railroad company with a \$150,000 capital in 1831 for a line between Mayville and Portland, but it never succeeded. He and others also attempted to organize a charter to build a railroad between Erie, Pennsylvania and Buffalo in 1832, but it likewise failed. His other bond purchases in railroad construction included \$20,000 for the Erie North East Railroad Company, and \$10,000 for the Buffalo State Line Railroad Company in 1865.³⁰ Although his gains and losses have not been determined, it is safe to assume that Peacock had harvested a reasonable share of both in his business investments.

As an absentee landlord and investor, who for over thirty years was engaged in full time employment, William Peacock had to depend on others for the management of his Buffalo estate. During the early years Louis Le Couteux was his attorney. After the destruction of the village in

1813 Le Couteulx moved to Albany. Between 1810 and 1830 Peacock made regular visits to Buffalo, although even then he may have had some help, although the extant records do not reveal it. In 1839 Peacock appointed Herman B. Potter his lawful attorney to collect his rents and make arrangements for leases. Potter was corresponding with Peacock for several years before his appointment, therefore it is reasonable to assume that he started handling the Peacock estate earlier. In the late 1850's, Austin A. Howard, Sarah's husband, also collected rental fees for a couple of years, but in 1859 he asked Peacock to release him from his duties. In the 1860's Charles W. Evans, Mary's husband, took over the business management of Peacock's property, and on May 1, 1870 he became Peacock's legal attorney. He continued the supervision of the estate until Judge Peacock's death, when as one of two executors he divided the property between the thirteen heirs, and remained the business manager for them until his own death in 1889. ³¹

At the time of his death in 1877, William Peacock's accumulated wealth was considerable. His cash deposit in six area banks amounted to \$214,358.75, and the cash value of his bonds, stocks, mortgage and other notes added up to \$87,000. His personal belongings were valued at about \$3,500, and his Mayville homestead was estimated at \$8,000. In addition, another acre and a half lot was worth \$300, and the 300 acres of the Barcelona estate was appraised at \$10,000. Another 130 acres in Westfield was valued at \$12,000. He also owned a lot with a house on it in Washington, D.C. which was appraised at \$15,000. William Peacock's real estate holdings in Buffalo included 577 feet of land on the Kremlin Block on which he owned three store buildings with apartment rentals on

the upper floors. The total value of this complex was \$272,100. His Erie Basin lots were appraised at \$70 to \$80 per foot, yielding a total of \$286,065. This plot was leased to the Grand Trunk Railroad and the Exchange Elevator Companies, and all improvements on the land were owned by the lessees. The Peacock Street lot and a dwelling house on Franklin Street added up to \$6,460. The grand total of William Peacock's real estate in Buffalo was \$564,625. To this account, annual payments of rents and leases of about \$20,000, and interests on cash funds and other bond investments amounting to \$25,000, were added.³² It is not a surprise that Judge Peacock in his time was believed to be a millionaire.

The examination of various leases and rental records that were preserved among Peacock's incomplete business documents, indicates that William Peacock did not accumulate his wealth by greedy, usurious methods. The only systematically set leases were found in the contract of Benjamin Rathbun for the Kremlin Block. Information found on other leases reveals that Peacock often set his fees at random, or assigned low fees in favor of improvements. This may have been the intention with a lot on the Erie Basin for which the lease fee was set at six cents per year for a ten year period in 1827. Peacock leased another lot in Buffalo for \$300 per year in 1875, a fee that had not been altered since the 1830's. In Chautauqua County Peacock again set very reasonable fees for his lessees. He rented a small lot in Mayville for \$5.00 in the 1870's, for instance. There are other examples of his leniency toward his renters. His legendary benevolence to renters, who were not able to pay the rent during various periods due to hardships,

was evidenced in the payment notes of several records where the rents were "deducted" by order of Judge Peacock. Peacock was also patient with tardy payments. On occasions, the renters were two to three years behind with their commitments. Some members of his family and his friends claimed that Peacock was always strict about reinforcing the contract agreements, yet he often returned the payments to the needy renters after they have displayed their sincere efforts to meet their responsibilities. 33

The "Analysis of the inventory of the Personal Estate" shows that while over \$200,000 cash deposit was kept in the following Buffalo Banks: Bank of Attica, Marine Bank, Erie County Savings Bank, Buffalo Savings Bank and Manufacturers' and Traders' Bank, only \$1,919 was in the G.W. Gifford and Company Bank of Mayville. This could mean that Peacock supported the Buffalo banks because he made his money there, or because he believed that the better established banks provided greater security for his deposits. On the other hand, it is also possible, that after 1836 he did not want to support the county banks that were mostly managed by shareholders and directors who turned against him during the riots. Peacock was also known for the discrete handling of his business affairs, which he rarely discussed openly. Large deposits in local banks would have exposed his wealth that may have been used against him, as was the case during 1836. This unwillingness to disclose the value of his estate may explain why Peacock died intestate, leaving his heirs without the benefit of a will. He may have wished to spare himself from the agonizing responsibility of estate division and personal giving, a practice not alien to him during his active life.

Judge Peacock the Public Benefactor

Although during the riot in 1836 some settlers accused William Peacock of "unbounded avarice," to others, who knew him well, he was an acknowledged public benefactor. According to historians he disliked to be approached for charitable giving. Nevertheless, his own philanthropic nature, made him a spontaneous and liberal donor. His land donations or sales at a token price for public facilities are duly recorded in the Chautauqua County Deed Books. For instance, in 1823 he allotted for a mere \$10.00 one acre of his lot 47, in the middle of the village of Mayville for a public cemetery next to the family burying grounds, known as the Peacock enclosure, (Liber 4, p. 197). Later, when the cemetery reached full capacity, Peacock was asked if he would sell some of his adjacent property to enlarge it. Peacock refused to sell any part of his land, but in 1867, he donated eleven and a half acres for the same purpose, (Liber 166, p. 231). In 1834, the new county court house was erected on an 113x85.8 feet plot donated by Judge Peacock, (Liber 14, p. 257). According to a deed, dated January 7, 1847, (Liber 42, p. 260), Peacock sold one half acre of his village lot 28, for \$50.00 to School District Number one in Mayville, which was a very reasonable price in those years. Another deed, dated November 20, 1867, (Liber 109, p. 532), proves that he donated an adjacent half acre to the then Board of Education of the Union Free School District Number one, Chautauqua. ³⁴

Judge Peacock's other land donations, or the public use of his land may have sprung from his private interests. For example, he permitted Isaac S. Smith to build a breakwater in Portland Harbor by lots 5 and

15 on the Lake Erie shore, which, at that time, he jointly owned with Benjamin Evans, (Liber 18, p. 296). His land donation to construct a public plank road in the Mayville cemetery in 1849 by the Peacock enclosure was probably done for similar reasons (Liber 47, p. 82). It appears that this contract may have been voided later, although a road was cut in that vicinity. Another small patch of land, a 442/1000th of an acre, (Liber 20, p. 296) was sold for \$1.00 to Platt Shears in May 1836. Platt Shears drove the Peacock carriage to Ripley on the night of February 6, 1836, and this "donation" may have been in appreciation for Shears' good deed for the family in flight. In 1848 Platt Shears purchased an additional 8/1000th of an acre next to the earlier plot for \$95.00, (Liber 43, p. 439). Peacock's outright land-related benevolence is clearly evidenced in a letter to Jacob Otto on November 4, 1826, in which he asked the Resident Agent to transfer the debt of a Mrs. Adams to his own account, as "it may afford some relief to the widow in her present situation."³⁵

Not too many records survive of Peacock's other donations, although the widespread acknowledgement of them could not have been unfounded rumors. His relationship with the early educational institutions of the region imply that he was a liberal donor to them. For instance, it is recorded that in 1830 he was a member of the Board of Visitors of the Western Literary and Scientific (sic) Academy, established as a high school in Buffalo in 1827. In addition, a copy of a letter, dated November 8, 1858, indicates that Peacock sent a \$50.00 gift to the Female Academy of Buffalo. His generosity to St. Paul's Church of Mayville

was expressed with the donation of a new church bell that cost \$500. It was presented by Peacock in 1875, "and was first rung on Easter Sunday of that year." According to the church history, the bell was lost in the fire of 1902. However, it also has been noted that soon after the presentation the bell cracked. When Peacock heard about the misfortune, he had it replaced. Although Peacock did not leave a will for the dispersion of his extensive real estate after his death, a posthumous gift of \$1,355 to St. Paul's Church was acknowledged in the church records in 1878. At the same time \$400 was given to the Village of Mayville for attending to the Peacock burial grounds and its tombstones in the Mayville cemetery.³⁶ Further donations reflecting his private interests can be seen in Peacock's support of the Masonic Order.

William Peacock: Free and Accepted Mason

Some settlers distinguished themselves by joining special groups such as religious congregations, secret societies, or cultural organizations. These were the beginning of elitist developments that eventually helped shape a structured society according to wealth, occupation and education. Peacock belonged to such a group, partly because he was a member of a higher social class, and partly because he was interested in seeking others with similar pursuits and convictions. The Order of Freemasonry had such principles. On the early frontier it was known to encourage despondent members, minister to the sick, relieve the distressed, and comfort the despairing. William Peacock became a member of the organization in 1803, and for the rest of his life he served those principles as a Free and Accepted Mason. During the years of the anti-

Masonic movement, which started with the abduction of William Morgan in 1826 for revealing some secrets of the Order, Peacock was a Holland Land Company agent. Probably Peacock suffered some retributions, especially when anti-Masons pried into the Masonic involvement of the Company's agents and clerks. In Chautauqua County, while there was a large membership in the Masonic Order there likewise was a strong anti-Masonic group which included some of Peacock's close associates. ³⁷

Judge Peacock's name was never openly associated with any of the controversial topics related to his Masonic affiliation, although it is only fair to assume that he was not a favorite public servant in the eyes of the anti-Masons. On the other hand, his financial support of Lodge No. 696, that eventually adopted his name, has been widely publicized. The Peacock Lodge No. 696 was officially organized in Mayville on February 28, 1869 and was chartered on June 9, 1869 under the Free and Accepted Masons of New York State. Judge Peacock donated an old store house, that was moved from his property and was used as the Fraternity's first Lodge. He also added \$300 for setting up the Lodge rooms. The present Lodge administration reports that Peacock contributed a considerable amount toward the fiscal solidarity of the Lodge, although the actual records were not released. One historian claims that at one time Peacock had contributed a large amount of cash to save the Lodge from an embarrassing bankruptcy. When the original Lodge building burnt down in 1878, the heirs of Peacock donated \$700 for the erection of a new substantial brick house. On its facade a marble memorial tablet was set into the brick with the following inscription:

Peacock Lodge No. 696 F & A M

Honorable William Peacock, donor.

At the same time, an oil portrait of Judge Peacock was presented to the Lodge along with \$500 donation for the perpetual upkeep of the Peacock cemetery. 38

Judge William Peacock lived to be ninety-seven years old, maintaining his mental faculties fully until a few years before his death. During his last years he was cared for by his niece, Mary B. Ferguson. William Peacock died on February 21, 1877, terminating an unusually long and fruitful, yet controversial life during the establishment and the development of western New York. His funeral on February 24, was held according to his wish with the rights and ceremonies of a master Mason, which honor he earned and steadily maintained by his faithful support of the Order since 1803. The services were conducted by Past Grand Lecturer, John B. Sackett of Buffalo. The procession from the Lodge marched to the cemetery to music by the Seward Guard's Band of Westfield, while the Saint Paul Church bell, his donation, tolled, striking at each half minute. 39 His remains were interred next to his wife's at the Peacock enclosure which he set aside for family resting ground when he established his homestead in the wilderness that was to develop into the prosperous community of Mayville. His plain, but substantial tombstone lists the major accomplishments of his life, for which he wished to be remembered by future generations:

WILLIAM PEACOCK, BORN FEBRUARY 22, 1780. DIED FEBRUARY 21, 1877, AGED 97 YEARS. THE FIRST RESIDENT AGENT OF THE HOLLAND LAND COMPANY IN MAYVILLE, NEW YORK, AND ONE OF THE PRINCIPAL SURVEYORS OF THEIR LANDS IN WESTERN NEW YORK. AN EARLY AND EFFICIENT ADVOCATE OF THE ERIE CANAL. HE ALSO PROMOTED IMPORTANT INTERESTS IN THE CITY OF BUFFALO. AN ACCEPTED MASON FOR MORE THAN SEVENTY YEARS. HE WAS BURIED WITH THE IMPRESSIVE SERVICES OF THE MASONIC ORDER.

William Peacock an ordinary young man in western New York distinguished himself with participating in the development of the early frontier by seizing an opportunity presented to him at the Holland Land Company Office in Batavia at the beginning of his career in 1803. He started out as a practical surveyor of a large portion of the Holland Purchase under the guidance of the Resident Agent, Joseph Ellicott, who later became an uncle by marriage, and Peacock's mentor. His most noteworthy accomplishments in his professional capacity were the surveying of the southern route of the proposed Erie Canal, and the surveying and the placing of its terminus at the Buffalo Harbor. Meanwhile, in 1810, Peacock came to Chautauqua County with his wife Alice, to establish the Company's first Subagency in Mayville. As a surveyor Peacock was familiar with the region and with its settlers. He became a participant in their efforts to develop the county and its communities. Because he was a land agent for alien proprietors, he constantly lived on the edge of two worlds, in which he faced the problem of satisfying the needs of the people and the requirements of his employers. Fur-

thermore, in the midst of tempting opportunities he had to be tactful in fulfilling his own ambitions for private gain.

In the circumstances of the times, where land speculation and other driving human ambitions competed with proper ethics and morality, Peacock could not completely fulfill all his obligations according to the strict guidelines of his own principles. In the eyes of many settlers who turned against him, in 1836, Peacock failed. The settlers sought to make him the scapegoat for their difficulties, although it was proven by others, who knew the Subagent and the events well, that he was a victim of circumstances beyond his control. In spite of his many accomplishments, his service to the Company was not entirely free of criticism, and at the end, he was in danger of being dismissed. Although, Judge Peacock received some acknowledgement for his community services, and he was credited with patriotic leadership in time of crisis, he never achieved a major political leadership, or a high office in the municipal government. Neither did he gain lasting support from the people he so willingly served. Such posts would have been in conflict with Company interests, with his political convictions as a supporter of a minority Jacksonian party, and as a confessed Mason in an anti-Mason community.

Ultimately, William Peacock was most successful in the accumulation of wealth. Wealth afforded him the opportunity to display a luxurious style of living, which he never fully enjoyed due to restricting habits of frugality and simplicity by which he and his wife lived. Peacock took full advantage of the available business opportunities, which to his credit, he developed to ensure a steady flow of income in an era where large fortunes, real or imagined, were carelessly invested and

often lost. In his business dealings, Peacock was able to avoid exploitive measures, therefore earning a respectable reputation as a landlord, during his life and long after his death. Of the many favorable and complimentary remarks about an honorable self-made man of wealth, the most often seen ones refer to Judge William Peacock's strict integrity, patriotic principles, benevolence, and wealth.

NOTES

EPILOGUE

WILLIAM PEACOCK: THE FAMILY MAN, PRIVATE MAN AND MAN OF WEALTH

1. The early family and genealogical information was compiled from the following sources: "Memorial of the Peacock Family," manuscript document prepared by Mary Peacock Evans, and Charles W. Evans. This document is supplemented with a number of scraps and sketches of family events that were not selected later for the published version. Bartlett, Box 27: Charles W. Evans, BIOGRAPHICAL AND HISTORICAL ACCOUNT, pp. 225-230; additional information on the Geneva homestead was obtained from the Geneva Historical Society in a letter from Mrs. Robert E. Clise to the Author, December 17, 1981, personal.

2. Information found in the cited family documents has been supplemented with the description in Frederick Ward Kates, PATRIOT SOLDIERS, 1775-1783, (Jamestown: Daughters of the American Revolution, 1981), pp. 78-79.

3. Deed from John O'Heill to William Peacock, September 25, 1799, for four acres of land one mile from the town of Geneva on the road leading from Geneva to Canadawga (sic) 25 Bartlett Box 5; and information on his training as a surveyor is in Bartlett, Box 27.

4. On Alice Evans see: C.W. Evans, BIOGRAPHICAL AND HISTORICAL ACCOUNTS, p. 225; on details of the wedding see: Clara, L.T. Williams, JOSEPH ELLICOTT AND STORIES OF THE HOLLAND PURCHASE, ("Published by the Author," 1936), pp. 88, 98; Erastus Granger to Joseph Ellicott, October 6, 1807, JEC; on shopping, see: Louis Le Couteulx to William Peacock, January 14, 1809, and others, in Charles W. Evans Collection, Box 1; the letter about a maid is from: John Calbreth to William Peacock, May 19, 1809, JEC.

5. Cowan, CHARLES WILLIAMSON, pp. 196-197; George Hunter Bartlett to Paul D. Evans, November 24, 1924, Bartlett, Box 4.

6. A copy of the deed to the Peacock homestead: Holland Land Company to William Peacock, April 25, 1814, is in Bartlett, Box 5, and it appears in Chautauqua County Clerk's Office, Mayville, New York, RECORDS OF DEEDS, 1811-1871, Liber 1, p. 12; Joseph Ellicott to William Peacock, April 14, 1813, JEC; the homestead is described in C.W. Evans, BIOGRAPHICAL AND HISTORICAL ACCOUNT, p. 228, and the gas flame is men-

tioned in Mary Peacock Evans to William Peacock, October 24, 1859, Bartlett, Box 1.

7. "Inventory of the William Peacock Estate," July 11, 1877, manuscript, Bartlett, Box 8.

8. Information of the various family members and their stay with the Peacocks has been gathered from the following sources: Charles W. Evans, BIOGRAPHICAL AND HISTORICAL ACCOUNTS, pp. 231-232; "Memorial of the Peacock Family," and other miscellaneous manuscript notes in Bartlett, Box 27.

9. Besides the earlier mentioned sources see also: Mary Peacock, THE JOURNAL, various entries; "Obituary William W. Peacock," Mayville Sentinel, June 5, 1867.

10. Charles W. Evans, BIOGRAPHICAL AND HISTORICAL ACCOUNTS, p. 231; Geneological manuscript note, and "Memoir of the Peacock Family," Bartlett, Box 27; George Hunter Bartlett to Paul D. Evans, November 28, 1924, Bartlett Box 4; Invoice from Misses Meill and Wilkes, April 3, 1830, Bartlett, Box 5; Mary Peacock to William Peacock, August 18, 1832, Bartlett, Box 5; Invoice from Mrs. Newman, June 18, 1834, Bartlett, Box 5; Mary Peacock, THE JOURNAL, various entries.

11. About twenty letters exchanged between Mary and Charles W. Evans and William Peacock survived from the 1859 to 1871 period. All of them are in Bartlett, Box 1. The bond transfer to the Evans daughters, and the quotation appeared in William Peacock to Charles W. Evans, March 30, 1867, Charles W. Evans to William Peacock, April 3, 1867, Bartlett, Box 12, the bond conveyance certificate is dated April 19, 1867, Bartlett, Box 7.

12. Charles W. Evans, BIOGRAPHICAL AND HISTORICAL ACCOUNTS, p. 227; On the Joseph Ellicott estate; David E. Evans to William Peacock, June 4, 1827, HOLLAND LAND COMPANY Item 743; Sara Evans to William Peacock, September 24, 1828, Charles W. Evans Collection, Box 9, and other letters of lesser importance. On the Benjamin Ellicott estate: William Peacock to David E. Evans, September 5, 1828, February 27, 1829, August 12, 1830, HOLLAND LAND COMPANY Item 788; David E. Evans to William Peacock, March 19 and 20, 1829, HOLLAND LAND COMPANY Item 744; On the Ann Evans estate; "Ann Evans authorizes William Peacock as power of attorney," November 5, 1827, William Peacock Correspondence, Buffalo and Erie County Historical Society, Buffalo, New York; Box 18; Visits mentioned in the following letters and others: William Peacock to David E. Evans, November 20, 1829, HOLLAND LAND COMPANY Item 788, January 26, 1832, August 29, 1832, May 26, 1835, HOLLAND LAND COMPANY Item 789; William Peacock to Potter and Babcock, July 22, 1835, payment for collecting rental fees for the Ann Evans estate, Bartlett, Box 5; Funeral arrangements and payment of several bills for Ann Evans, January 1841, Bartlett, Box 26; "Partition Suit of the Estate of Ann Evans, 1852," executors: William and Alice Evans, Bartlett, Box 35.

13. William Peacock to Joseph Ellicott, August 23, and September 25, 1818, JEC; Carriage purchase for Ann Evans, October 1838, Bartlett, Box 5.

14. William Peacock to Joseph Ellicott, June 1, 1824, reprinted in Clara Williams, JOSEPH ELLICOTT AND STORIES, pp. 149-50.

15. William Peacock to Jacob Otto, November 3, 1826, August 2, 1830, HOLLAND LAND COMPANY Item 788, and May 26, 1832, HOLLAND LAND COMPANY Item 789; Note of the 1856 Washington visit is in Bartlett, Box 27.

16. A list of books in the Peacock library was found in the "Cash Book" of the William Peacock Estate, "Schedule A," (1877) pp. 82-88, Bartlett, Box 18.

17. George Hunter Bartlett to Paul D. Evans, November 28, 1924, Bartlett, Box 4; C.W. Evans, BIOGRAPHICAL AND HISTORICAL ACCOUNTS, pp. 228-229; Edson, HISTORY OF CHAUTAUQUA COUNTY, p. 858; Butler Dilley, BIOGRAPHICAL AND PORTRAIT CYCLOPEDIA OF CHAUTAUQUA COUNTY, (Philadelphia; John M. Gresham, 1891), p. 215; "Obituary" of Alice Evans Peacock appears in MAYVILLE SENTINEL, April 27, 1859.

18. Young, HISTORY OF CHAUTAUQUA COUNTY, p. 137; CENTENNARY HISTORY, Vol. 1, pp. 11, 142-143; FREDONIA CENSOR, January 17, 1828.

19. George Ticknor Curtis, LIFE OF DANIEL WEBSTER, 2 vols. (New York: Appleton, 1872), Vol. 1, pp. 462, 564, Vol. 2, pp. 52-55, 94, 99, 102-103, 502-504; CENTENNARY HISTORY, Vol. 1, p. 145.

20. Cecil MacKenzie. DONALD MACKENZIE: "KING OF THE NORTH-WEST," (Los Angeles: Ivan Deach, Jr., 1937), p. 196; Edson, HISTORY OF CHAUTAUQUA COUNTY, p. 858; Bartlett, "Andrew and Joseph Ellicott," p. 43.

21. Deed, Peacock's profits of land sales were determined by comparing the deeds of purchases and sales, for example: Holland Land Company to William Peacock for Lot 29 in Township 3 Range 13, March 7, 1808, in Bartlett, Box 5, sales record of this land is in Chautauqua County, RECORDS OF DEEDS, Liber 7, p. 74; Deed to Lot 47, Township 3 and 4 Range 13, in Bartlett, Box 5, sales record of parts of this land is in Chautauqua County, RECORDS OF DEEDS, Liber 3, p. 24; The value of the Peacock homestead in 1877 is found in a "List of Real Estate of William Peacock, May 1, 1877," manuscript, Bartlett, Box 8; William Peacock Lease to William Parment, April 1, 1839, with several renewal notes, Bartlett, Box 5.

22. The "history" of the Barcelona land holding was compiled from the following sources: Benjamin Evans to Joseph Ellicott, October 13, 1817, JEC on purchasing the McMahan farm; Deed from Benjamin Evans to William Peacock for 150 acres of Lot 5 and 15 in Township 4 Range 14,

May 7, 1822, Bartlett, Box 5; Deed from W. Howell to Benjamin Evans and William Peacock for 69 acres of Lot 5, in Township 4 Range 14, June 8, 1835, Bartlett, Box 5; Deed from Benjamin Evans to William Peacock for 286 acres of Lot 5 and 15, in Township 4 Range 14, October 2, 1837, Bartlett, Box 5; William Peacock lease to Jarvis Tooté for the "McMahan farm," May 20, 1830, Bartlett Box 5, Renewals: October 1, 1835, in Bartlett, Box 5, July 1, 1856, in Bartlett, Box 6, October 1, 1866, in Bartlett, Box 7.

23. William Peacock's letter to William Ketchum may have been dated in the late 1850's. Ketchum claims in his book, that he possessed it. The quoted letter appeared in William Ketchum, AUTHENTIC AND COMPREHENSIVE HISTORY OF BUFFALO, 2 vols., (Buffalo: Rockwell, Baker and Hill, 1864), Vol. 2, pp. 137-138. The journey is also mentioned in C.W. Evans, BIOGRAPHICAL AND HISTORICAL ACCOUNTS, p. 226.

24. Deed, Holland Land Company to William Peacock for Inner Lots 44 and 45, June 2, 1810, and Outer Lots 7, 8, 9, 10, April 2, 1810, in Bartlett, Box 5; Henry Wayland Hill, MUNICIPALITY OF BUFFALO, Vol. 1, p. 113 on prices of Buffalo lots; Deed, Oliver Newberry to William Peacock, for Inner Lots 1 and 6, May 20, 1826, in Bartlett, Box 5; Deed, Hannah Guitau to William Peacock, for Lot 105, September 1, 1827, Bartlett, Box 5; Orsamus Turner, HOLLAND PURCHASE, p. 501 on availability of Buffalo lots after the completion of the Erie Canal; On the estates of the Ellicott and Evans families: George Hunter Bartlett to Paul D. Evans, November 28, 1924, Bartlett, Box 4; Inheritance from Ann Evans: "Partition Suit of the Estate of Ann Evans, 1852;" Bartlett, Box 35.

25. School building on the Kremlin Block is noted in "The William Hodge Papers" in RECALLING PIONEER DAYS, (Buffalo: Buffalo Historical Society, 1922), p. 279; Roger Whitman. "Queen's Epic: Benjamin Rathbun and his time." Buffalo. 1965. (Type.) contains some early information on the Kremlin Block, the fire, and Rathbun's connection with it; Lessees before the fire are mentioned in William Peacock to Herman B. Potter, September 30, 1829 and June 30, 1830, Charles W. Evans Collection, Box 1; Lease from "William Peacock to Benjamin Rathbun for the Kremlin Block on Main Street, Buffalo, New York, for 84 years, January 1, 1833 to January 1, 1917, in Bartlett, Box 18; Further information on Rathbun: Crisfield Johnson, CENTENNIAL HISTORY OF ERIE COUNTY, pp. 407-409; "The Case of Benjamin Rathbun by himself," in BUFFALO HISTORICAL SOCIETY PUBLICATION Vol. 17, (Buffalo: Buffalo Historical Society, 1913), pp. 262-265; David E. Evans to William Peacock, August 5, 1836, HOLLAND LAND COMPANY Item 748; FREDONIA CENSOR, March 29, 1837, and several other sources.

26. A diagram map of the three unit Kremlin Block is available in Bartlett, Box 18; The following appraisal reports, dated 1854, were used for the compilation of rental fees: Appraisals of Kremlin lots facing main Street; Appraisal of Kremlin Buildings on Main Street; Ap-

praisal of Kremlin lots facing West Eagle Street; Appraisal of buildings on West Eagle Street, all in Bartlett, Box 8.

27. A large number of individual leases are stored in the Bartlett Papers, mainly in Boxes 5, 6, 7, 8, 18; Diagram map "B" of the Erie Basin property is in Bartlett, Box 18. The mentioned Erie Basin Lease from "William Peacock to A.H. Ball and T.D. Barton for 80 years, January 1, 1852 to January 1, 1932," is in Bartlett, Box 6.

28. Marvin Rapp, "Port of Buffalo, 1825-1850," NIAGARA FRONTIER, 6, 1959-1960, pp. 21-30, several references are made to the Peacock Slip. Discussion of canal enlargements and constructions in the 1830s and 1850s also appear in Henry Wayland Hill, MUNICIPALITY OF BUFFALO, Vol. 1, p. 209; "The canal appraisors award for widening the Erie Canal near Mechanics Street, June 28, 1850." is in Bartlett, Box 5; "The Lockport Railroad Company's PETITION to the New York Supreme Court to take William Peacock's land for part of the rails to cross through. . . , October 30, 1852," is in Bartlett, Box 6; Quit Claim Deed from William Peacock to Buffalo Lockport Railroad Company, May 10, 1853, is in Bartlett, Box 6.

29. "Diagram of the original plan of constructing the sloop canal as contemplated by Benjamin Ellicott and William Peacock, 1825," in Bartlett, Box 5; "Article of Agreement between William Peacock and John G. Camp to excavate a canal, April 30, 1825," Charles W. Evans Collection, Box 1; Copy of an extract from the "minutes of the Canal Board at Albany, at a meeting held March 21, 1834," including maps, and "Articles of Agreement between Leticia Evans, William Evans, William Peacock, (and others) relative to the Ship Canal, Buffalo, June 9, 1834," are in Bartlett, Box 5; These constructions are also covered in Marvin Rapp, "Port of Buffalo, 1825-1850," in somewhat different perspectives; George W. Clinton, "Safe Harbor Report," manuscript draft, August 13, 1847. Buffalo and Erie County Historical Society, Buffalo, New York.

30. Banking investments; R.B. Heacock to William Peacock, December 5, 1824, Herman B. Potter to William Peacock, December 8, 1824, William Peacock to R.B. Heacock, December 19, 1824, all in Charles W. Evans Collection, Box 1, and other correspondence cited in Chapter V, Note 27; Young, HISTORY OF CHAUTAUQUA COUNTY, p. 651; CENTENNIAL HISTORY, Vol. 1, p. 676; Bank of Westfield to William Peacock, November 17, 1868, Bartlett, Box 7. Steamboat investments: Young, HISTORY OF CHAUTAUQUA COUNTY, p. 659; Samuel French, RECOLLECTIONS OF BUFFALO, (Buffalo: Paul & Bro, 1891), p. 143; Edson, HISTORY OF CHAUTAUQUA COUNTY, p. 166; CENTENNIAL HISTORY, Vol. 1, p. 121; Railroad investments: Young, HISTORY OF CHAUTAUQUA COUNTY, p. 150; McMahon, CHAUTAUQUA COUNTY, pp. 109-110; Taylor, HISTORICAL SKETCHES OF THE TOWN OF PORTLAND, p. 217; William J. Doty, HISTORICAL ANNALS OF SOUTHWESTERN NEW YORK, 3 vols. (New York: Lewis Historical Publication Company, 1940), pp. 282-283; Railroad bonds: Robert H. Maynard and John B. Flagg paid \$2,400 to William Peacock for bonds, January 23, 1830,

Bartlett, Box 5; William Peacock purchase from George Palmer, deceased, \$32,450 worth of bonds, November 9, 1865, Bartlett, Box 7.

31. "Agreement between William Peacock and Louis Le Couteulx, January 1, 1812," in William Peacock Correspondence, Box 18; "Agreement between William Peacock and Herman Potter, December 10, 1839," in Bartlett, Box 12; Austin A. Howard to William Peacock, November 25, 1859, Bartlett, Box 12; Charles W. Evans to William Peacock, May 18, 1869, Bartlett, Box 1; "Appointment of Charles W. Evans as attorney of William Peacock, May 1, 1870, Bartlett, Box 7; George Hunter Bartlett to Paul D. Evans, November 18, 1924, Bartlett, Box 4.

32. The assessment of the Estate of William Peacock was based on the following sources: "Analysis of the Inventory of the Personal Estate of William Peacock, deceased, 1877," Bartlett, Box 8; "Accounts of the Administrators of the Estate of William Peacock, deceased, (n.d.), Bartlett, Box 18; "Cash Book of the William Peacock Estate, (n.d.), Bartlett, Box 18; "Proposed Partition of the Real Estate of William Peacock, deceased, February, 1878," Bartlett, Box 18; Partition of the Real Estate of William Peacock, deceased, 1879," Chautauqua County, Surrogate Court, Surrogate's Office, Mayville, New York; "Personal Estate of William Peacock, deceased, Account No. 2, Being the Final Account, July, 1881." Bartlett, Box 18.

33. Examples of leases analysed: William Peacock to Owen Hines, May 1, 1864, Bartlett, Box 7; William Peacock to Philander Bennett, January 17, 1827, Bartlett, Box 5; William Peacock to Jacob Roth, May 1, 1875, Bartlett, Box 8; William Peacock to Eliza A. Warren, February 10, 1854, Bartlett, Box 6; George Hunter Bartlett to Paul D. Evans, November 28, 1924, Bartlett, Box 4.

34. The information on William Peacock's land donation has been gathered from a "List of land transactions of the Chautauqua County real estate," dated August 10, 1876. Bartlett, Box 18; All entries were checked against the deeds filed at the Chautauqua County Clerk's Office, Mayville, New York, RECORDS OF DEEDS, 1811-1871.

35. Ibid.; and William Peacock to Jacob Otto, November 4, 1826, HOLLAND LAND COMPANY Item 788.

36. Citation of the "Scientifick Academy" connection appeared in Robert W. Bingham, Editor, NIAGARA FRONTIER MISCELLANY, (Buffalo: Buffalo Historical Society, 1947), pp. 34-35, 46-47; \$50 donation: William Peacock to N.K. Hall, November 8, 1858, William Peacock, Correspondence, Box 18; Donations to St. Paul's: Nathaniel Y. Ellicott, HISTORY OF ST PAUL'S EPISCOPAL CHURCH, (Mayville: The Author, (1959), p. 12; Story of cracked bell: "Obituary" MAYVILLE SENTINEL, February 28, 1977.

37. William H. Siles, A VISION OF WEALTH, (Ph.D. Dissertation, University of Massachusetts, 1978), pp. 244-245; CENTENNIAL HISTORY, Vol. 1, p. 600; Young, CHAUTAUQUA HISTORY, pp. 166, 660; FREDONIA CENSOR, July 1, 1829, October 7, 1830, March 12, 1834.

38. MAYVILLE SENTINEL, February 12, 1846, May 5, 1869; William Willsie to the Author, February 18, 1976, private; Edson, HISTORY OF CHAUTAUQUA COUNTY, p. 858; "Resolution" of the Lodge, May 7, 1879, in Bartlett, Box 18; portrait donation to the Lodge is noted in "Accounts of the Administrators of the Estate of William Peacock, deceased," Bartlett, Box 18.

39. A salutation on Peacock's 89th birthday: MAYVILLE SENTINEL, February 24, 1869; Obituaries: WESTFIELD REPUBLICAN, February 21, 1877, February 28, 1877; FREDONIA CENSOR, February 28, 1877; MAYVILLE SENTINEL, February 28, 1877; BUFFALO DAILY COURIER, February 23, 1877; BUFFALO EMPORIUM, February 23, 1877; BUFFALO COMMERCIAL ADVISER, February 23, 1877. Note should be taken that some of the information on William Peacock's life and accomplishments is incorrectly summed up in the obituaries.