

MADISON COUNTY HISTORICAL SOCIETY #507

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**THE LANDS OF THE  
ONEIDA INDIANS**  
**HISTORY OF INDIAN TREATIES**  
 Read Before the Madison County  
 Historical Society on Wednes-  
 day Evening, December 20, '11  
 BY HON. ROBERT J. FISH.

*From Oneida, N.Y.  
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# THE LANDS OF THE ONEIDA INDIANS

## HISTORY OF INDIAN TREATIES

Read Before the Madison County

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BY HON. ROBERT J. ERSKINE

The story of the manner and price for which the Indians of New York disposed of their large holdings of land is a very interesting one to all, and that portion of it relating to the lands of the Oneidas is particularly so to the people of this locality, as the title to all land in this county of Chenango and Madison and portions of that in Oneida, Onondaga and Oswego counties comes directly from the Indians. It is a story of the greed, cupidity and duplicity of the white man, and of the needs, simplicity and want of foresight of the red man and his faith in the fairness and justness of his white brethren.

Originally, the kings of Great Britain did not recognize the title of the Indians to their lands in this country, and many charters were granted without reference to these rights. But in 1684 at a council held in Albany at the call of Gov. Thomas Dongan, the Indians of the Six Nations requested that the arms of the Duke of York be affixed to their castles, stockades and villages. This was done and henceforth the Iroquois were regarded by both the British and Indians as subjects of Great Britain, and as such were, of course, entitled to the rights of subjects. Afterwards, when a controversy arose between France and England over the sovereignty of the Ohio country, so called, the fact that the Iroquois were British subjects played an important part. The French claim to that territory, which was based on prior discovery and occupation, could not be disputed upon that ground, and England finally based her claim to the territory squarely upon the fact that the land belonged to the Iroquois, who were subjects of Great Britain; and after the treaty by which France ceded her possessions in America to Great Britain, the English expressly recognized the ownership of a large part of the Ohio country by the Six Nations.

Most of you are aware that the Iroquois Confederacy was first composed of five Indian nations: The Mohawks, Oneidas, Onondagas, Cayugas and Senecas. About the year 1714 the Tuscaroras, who came from North Carolina, were admitted to the league and thereafter the Confederacy was known as the Six Nations. The Mohawks inhabited the valley of the Mohawk and the country to the northward of that river. Towards the

east the Oneidas came next, then the Onondagas, Cayugas and Senecas in their order. When the Tuscaroras came in, they were located on the lands of the Senecas in the western part of the state, in what is now the county of Niagara. The Indians had no written language and consequently kept no definite records, therefore among themselves there was no definite idea as to when the Iroquois Confederacy was formed.

Morgan, in his "League of the Iroquois," gives the date of the organization as about 1459, but in his footnotes places the date between 1470 and 1600, and as the Mohawks did not make their exodus from Canada to the Mohawk valley until about 1570 it is probable the League was formed after that date. The Oneidas came from near Oswegatchie on the St. Lawrence River, the Onondagas from north of the St. Lawrence, and the Cayugas and Senecas are said to have come from the west. Wherever may have been the original home of these nations, and whatever may have been the date of the formation of the League, certain it is that, when the white man first came into this part of the country, the Iroquois was a strong and powerful confederacy, more intelligent, more warlike and more nearly approaching civilization than any of the other Indians.

While not exactly germane to the subject, it may be interesting to state that prior to 1780 the Iroquois held claim to a very large territory or comprising their hunting ground. It included Lakes Erie and Ontario and all the circumjacent lands for 60 miles around those lakes and a large territory to the southwest of Lake Erie, but the boundaries of this territory were not definitely defined until 1768, when a meeting was held at Fort Stanwix, now Rome, under the auspices of Sir William Johnson, for the purpose of putting an end to the complaints of the Indians in regard to the encroachments of the whites upon their lands. The meeting was attended by Sir William Johnson, the governor of Pennsylvania and New Jersey, by delegates from the colony of Virginia, by Delaware and Shawnee Indians, and by many of the Six Nations. Over three thousand Indians attended, and all were fed at the expense of Sir William Johnson, who made complaint that each Indian consumed more than two ordinary men.

At this meeting a treaty was made which defined what has since been called "The Line of Property" that is the property of the Six Nations.

The line of property began at the mouth of the Tennessee River, which empties into the Ohio at Paducah, Kentucky, not far east from where the Ohio joins the Mississippi, extended up the Ohio and its south branch to Kiffinburg in Pennsylvania, above Pittsburgh; thence eastward to the west branch of the Susquehanna River; thence over the mountains to the east branch of that river;

thence up the Susquehanna to the Ocean; thence westerly to the Delaware; thence up the west branch of the Delaware to a point opposite where the Juniata flows into the Susquehanna, which is at the village of Shikony; thence up the Juniata to the headwaters of that river in Bridgewater, Oneida county; thence in a straight line to the junction of Canada and Wolf Creeks, about

seven miles west of East Seneca.

All this vast fertile, wooded and beautiful territory was conceded to be the property of the Six Nations, which probably never comprised less than 5,000 or 6,000 square miles. Had they retained the ownership of these lands for 60 years longer than they did, or had they received anything like what they were reasonably worth when they sold them, the people of the Six Nations might have been among the richest on the face of the earth. But they neither received what it was worth or kept the land. Upon one pretext or another they were induced by their white brethren to part with not only the sovereignty over the land but the title to it, for prices which, from our point of view, amounted to have been nothing more than legalized larceny or confiscation. The descendants of the Six Nations, notwithstanding the popular belief to the contrary, are now, I believe, more numerous than they were, when this country was sold by the whites. Out of all this vast territory probably not over 20,000 acres now remain in their possession, or including Great Bay, Wis., reservation of the Oneidas, which was received in exchange for lands in this state, not over 15,000.

The greater portion of the 20,000 acres in this state is held by the Senecas, Tuscaroras and St. Regis Indians.

In 1784 another treaty was made at Fort Stanwix, this time between Oliver Wolcott and others, representing the United States, and the sachems and warriors of the Six Nations, by which the Indians released to the United States all their lands west of the west boundary of the state of Pennsylvania, as it then existed. In consideration of this the United States agreed to order goods for the use and comfort of the Indians. The lands to the east of the line mentioned were left to the Six Nations. In 1785 at Fort Harmar, between Arthur St. Clair, representing the United States, and the Six Nations, a treaty was made by which the treaty of 1784 was ratified and confirmed except that a tract of land six miles square about the fort at Oswego was reserved to the United States and the Indians were given goods to the value of \$3,000.

And still the white man was not satisfied. The United States had ceded to the state of Pennsylvania that triangular piece of land now a part of that state which lies in on the western boundary of New York and gives to Pennsylvania a north-

and boundary in Lake Erie, which land belonged to the Six Nations. Therefore, neither treaty was made between the Six Nations and the United States in 1794 by which the United States acknowledged the rights of the Oneidas, Onondagas and Cayugas in the lands reserved by them in their several treaties with the state of New York. The lands of the Senecas were also definitely bounded within the state of New York and the Six Nations released to the United States their claim to all other land. Thus were the Six Nations despoiled of that vast domain which comprised the considerable portion of the state of Pennsylvania, all of Ohio, all or nearly all of Indiana, and part of the state of Michigan.

We have now come to these transactions called treaties, which took place between the state of New York and the Six Nations, and in regard to these we will confine our remarks mainly to those treaties and transactions which relate to the lands of the Oneidas.

While the Six Nations claimed general ownership and dominion over the vast territory which we have mentioned, or the benefit of all the members of the League, there were always certain lands, rather indefinitely bounded, which were regarded as the exclusive property of the several individual nations.

In 1794 the Oneidas numbered 1,831 individuals, exclusive of the Stock-bridges, who came from Massachusetts, and whom, as also the Brothertons, who came from Long Island, the Oneidas had permitted to settle upon their lands; and prior to 1785, the land which was conceded as belonging to the Oneidas was bounded substantially as follows: Commencing at the junction of Canada and Wood

Creek, about seven miles west of Fort Stanwix, it ran in a straight line called the "Line of Property" to the headwaters of the Onondaga River in the town of Bridgewater, Oneida county; thence down the Onondaga to the Susquehanna; down the Susquehanna to the mouth of the Chenango, which is in the central part of the city of Binghamton; thence up the Chenango to the Chenango Forks, being the mouth of the Toughneck Creek; thence up that creek and its west branch to somewhere in the vicinity of Tully Lakes; thence over the hills to Buffalo Creek and down that Creek to the Chittaugo Creek and Oneida Lake, including some land on the north shore of the Lake, and also the lands on Fish Creek for a considerable distance up that creek, comprising all the land in the present counties of Madison and Chenango and part of Onondaga, Broome and Cortland. The Oneidas also had some claim to the land to the south and east of Binghamton, from the Pennsylvania line between the Susquehanna and the west branch of the Delaware as far north as the Onondaga. Surely this was a goodly

herbage for about 1,000 people to own—well watered, covered with valuable timbers, fertile even to the summits of its grand hills, picturesque and beautiful, its waters well stocked with fish, its forests alive with game which the Indians loved to hunt. Nowhere that I know of can you find in this or in any other state that I have visited, a territory similar in size combining more of fertility of soil, more of variety and the charming beauty of nature than in this part of the Onondaga.

The first conveyance of any of this vast tract of land belonging to the Oneidas was made at Fort Mifflin in June, 1785, by a treaty there made between thirteen or fourteen sachems of the Oneidas and Gay, George Clinton and other commissioners of Indian affairs representing the state, and by it the Indians conveyed to the state for the consideration of \$11,600 in goods and money all their land south of the Onondaga River, bounded as follows: Commencing at the mouth of the Onondaga, thence up that river ten miles, thence due west to the Chenango, thence down the Chenango to the Susquehanna and the Pennsylvania line, thence east and north by the line of property to the place of beginning. One of the sachems representing the Oneidas on this occasion was John Scamondon, who made his mark on the conveyance, his name being thereon spelled "Scamondonogh."

The nextcession of lands to the state by the Oneidas was made by the treaty held at Fort Stanwix in 1785, between Gov. George Clinton and others representing the state and the chiefs, sachems or warriors of the Oneidas. This treaty purports to be signed by 27 Oneidas, among them Scamondon, whose name was thereon spelled "Skemondonogh."

The first clause of this treaty is very brief and to the point; it reads: "First: The Oneidas do cede and grant all their lands to the State of New York forever." Then follows the provision which created what has since been known as the Oneida Reservation of 1785. The limit of the reservation mentioned at the mouth of Cayuga Creek, ran to a point near where the towns of Rome, Verona and Westmoreland corner; thence southerly to near Fairbaultville, Oneida county, thence due south to the line which is now the north line of the town of Madison; from thence due west as practically what is now the north line of the town of Madison, Easton and Nelson and across Cayuga to a point in Cayuga county where the deep spring, which is near Madison, bears due north; thence due north to a deep spring; thence in the shortest line to the Cayuga River, which line reached that creek at a point a short distance south of the little hamlet of Cayuga; thence down that creek to Oneida Lake and up the lake and Wood Creek to the place of beginning. All this reserved territory except a strip

four miles wide along the north line was conveyed to the Indians for their use and sustenance, but not to be sold or disposed of by them to others without the consent of the state. Just why it was provided that this strip four miles in width might be sold I am unable to say, but I surmise that it was mainly because Peter Smith had prior to that time made a lease with the Indians for about 50,000 acres lying along that line, and perhaps others had also acquired interests which they wished to dispose of.

By this treaty the Oneidas, while not permitted to sell the land north of the four mile strip, were permitted to lease such land for not less than twenty-one years to the state. The Indians were also required to cede to one John Plamain (waka) a tract in Rome two united squares in surface, free of some rent or favored injury done him by some Indian, and to cede to Peter Panet a tract ten miles square north of Oneida Lake for some purpose he had intended the Indians. The consideration paid by the state for this land ceded by the Oneidas was \$2,000 in money, \$2,000 in clothing and other goods, \$1,000 in provisions, \$500 towards building a saw mill and \$500 to be paid annually in silver at Fort Schuyler unless the Indians should elect to take the \$500 in clothing and other goods. It was also provided in this treaty that the Indians should have the right of a mining on the lands and fishing in the waters of the ceded territory, and that land over half mile square in each side on the north side of Oneida Lake should remain unpaid by the state for the Indians to encamp upon, and also that the land on Fish Creek for half a mile in breadth on each side of the creek should remain the same way. The correspondence which led up to this treaty of 1785, the manner in which the treaty was

conducted, and the proceedings of the treaty, contained in the public papers of Gov. George Clinton, published by the State Historian, are very interesting reading.

On the first day of September, 1795, the sachems, warriors and women of the Oneidas assembled in council at Oneida Castle, executed a power of attorney to John Showondo (Scamondon) and others authorizing them to treat with the commissioners appointed by the state for the further sale of the land belonging to the nation, and on the 15th of September, 1795, the attorneys thus appointed made an indenture with Peter Schuyler, John Canby and David Brooks, representing the state, by which the Oneidas conveyed to the state a large portion of their reservation. Commencing at a point on the east shore of Oneida Lake midway between the mouth of Wood Creek and Oneida Creek, the line of this grant ran along the shore of the lake to Wood Creek, thence up Wood Creek to the mouth of Canada Creek; thence along the

eastly line of the reservation to the southeast corner of the reservation, being the southeast corner of the town of Augusta; thence along the south line of the reservation to the northwest corner of the same; thence along the western boundary to the deep spring; thence to the "Chittaugo" branch of the Cassadaga Creek; thence up that branch of the creek so far as to be one mile distant from the northern boundary of the tract leased to Peter Smith, which would be in the present north line of the town of Smithfield; thence east in a line parallel with the north line of the Smith tract to a point four miles distant from the east line of the reservation, which point was about one mile northwest of Knox-horn; thence northerly and keeping four miles distant from the east line of the reservation, to a point four miles from Wood Creek; thence in a straight line to the place of beginning on Onondaga Lake. This instrument conveyed to the state a tract of land five miles wide extending from Cassadaga east twenty miles or more; thence north probably fifteen miles to a point about a mile and a half easterly of Danbury four miles in width; thence northwesterly to Onondaga Lake from two to three miles in width.

It also conveyed or was claimed to convey all the Indian lands on the north side of Onondaga Lake and at the fishing place on the Onondaga River (probably Onondaga River) with a few small exceptions in favor of the Stockbridge Indians. For this tract, which I estimate to have contained in the vicinity of 780,000 acres, the state agreed to pay the Indians \$2,950 and the sum of \$2,950 annually forever thereafter at Onondaga, which was then in the county of Herkimer, together with the \$500 stipulated to be paid by the treaty of 1778. The instrument then further provided that whereas doubts had arisen as to whether it was intended by the treaty of 1788 to reserve to the Indians the lands lying between the "Chittaugo" and Cassadaga Creeks, that if the state should quit-claim to the Indians those lands the Indians would cede to the state a large tract on and in the vicinity of the Oak Ridge between Cheekville and Chittaugo. In 1794 the Legislature passed an act quit-claiming the lands mentioned. For the Oak Hill lands the state agreed to pay \$3 per acre annually, and also \$3 per acre for the lands on Fish Creek.

The first Indian name signed to this conveyance was John "Skanyudo," by mark. John Denny was also another name signed to this treaty.

The next treaty made by the Onondaga with the state was held at the Onondaga village June 1st, 1799, and by this treaty the Onondagas ceded to the state all that part of their reservation to the west and south of a line from the northeast corner of lot 54 of the Oak Hill purchase of 1795 to Onondaga Lake. The northeast

corner of lot 54 was here where the third-rail power house west of Canastota now is, and the line ran in a northwesterly direction to Onondaga Lake at Lakeport, a little west of the mouth of the Cassadaga Creek. The tract thus ceded was elongated in shape and contained in the neighborhood of 2,000 acres, partly now in Lenox and partly in Sullivan.

This treaty also conveyed to the state land one mile in width on each side of the Genesee road for a distance of three miles on the south side and one mile on the north side, running eastward from the east line of this same lot 54, comprising about 2,600 acres in the vicinity of Quality Hill. It also conveyed one mile in width on each side of the Seneca Road in Vernon commencing at the east line of the reservation and running west one and one-half miles, comprising about 1,900 acres or so used to be called Turkey State. There were certain exceptions from the reservation in Lenox along the Genesee

Road in favor of certain Indian families then living there.

There was also conveyed to the state by this treaty 1,380 acres held off in an oblong form, one and a half miles long, beginning at the southeast corner of lot 54 of the Oak Hill lands in the north of the Ferry and running east one and a half miles, west one mile, and south two miles, for the Indian families mentioned if they wished to move to it. The consideration for the lands conveyed by this treaty was \$500 paid down and the sum of \$100 to be paid annually forever thereafter. This treaty was signed by John "Skanyudo" and twenty-four other Indians, all of whom except four made their mark.

The next treaty between the Onondagas and the state was made June 11, 1802, by John W. Hamilton and Samuel Dewell, acting for the state, and by John Onondagas ceded to the state: first, a tract of land in Lenox commencing at the southwest corner of the tract ceded in 1798, which would be one mile south of the Seneca turnpike, and running thence east along the south line of that tract three miles and then south to the north line of Seneca; and west by the two mile strip and thence north to the place of beginning; second, a tract one-half mile wide on the north side of the Seneca Road and running west from Myndert Van Epps Wampler's house at Wampsville to the east bound of tract ceded in 1798; third, 100 acres to Mr. Wampler fourth, all the lands of the Indians on Fish Creek northward of Bloomfield's Bridge.

For this land the state paid \$3,500 and agreed to pay \$360 annually thereafter, and the Indians were required to set off 100 acres to Sarah Dextador on the Black Road adjoining the two mile tract and 150 acres to Michael Kern. This treaty was signed by John "Skanyudo" and

twenty-four other Indians, and was Thomas Skanyudo.

Prior to 1804 some of the Onondaga had become Christian and others still remained Pagans. The Pagans were distinguished by the name of Conandias and the Christians by the name of Skanyudo. In 1804 the two parties agreed to divide their lands between them, the Pagans wishing to sell their share of the lands and to emigrate. On the 21st of March, 1804, representatives of the two parties made a deed of partition whereby that by which they were allotted to the Pagan party all the remaining portion of the reservation lands in Vernon east of Onondaga Creek and north of Mud Creek, which comprise the Onondaga Creek south of the Adams farm above Onondaga Creek, this tract being about two and one-half miles square; also all the other land remaining in the reservation east of the Onondaga Creek in the town of Vernon and Verona, including all the land lying within the following boundaries: Commencing at the mouth of Mud Creek and running up the creek easterly to a point about midway between the road leading from Skanyudo to Kanawad and the next road to the east; thence northerly two miles; then easterly east only to the east line of the reservation; thence running northerly to a point about a mile and three-fourths east of Hamorton; thence north to the northward in a straight line to the lake midway between Onondaga Creek and Wood Creek; thence along the lake shore to Onondaga Creek and up that creek to a point near the mouth of the Skanyudo Creek; thence a short distance by the east line of Onondaga Creek; thence south to Mud Creek.

The Pagan party was given several miles land west of the Onondaga Creek, the location and extent of which it is difficult to ascertain. The Pagans were also allotted all the reservation land on Fish Creek. The remaining reservation land on the east side of Onondaga Creek south of Mud Creek extending east to the reservation line except that along the turnpike previously ceded to the state; and all the land on the west side of Onondaga Creek south of a line half way between the turnpike where it crosses the creek at Onondaga Castle and the north line of Stockbridge and extending west to the land previously conveyed, was allotted to the Christian party. This is the treaty as I have it, but I think there must be some mistake in the copy or the deed of partition was not observed, for the Christian party afterwards conveyed to the state the land on Fish Creek and much other land on the west side of Onondaga Creek.

The next treaty was between the Christian party and the state and was made at Albany March 13, 1807. By this treaty the Indians ceded to the state land the boundary of which commenced near the Onondaga R. R. a short distance west of Wampsville

and ran northwest to Ononda Lake at the mouth of Crooked Creek; thence west along the lake to the east bounds of the land ceded in 1793, at Lakeport; thence south and east to the place of beginning, comprising the land extending from near Wampsville to near Chingman's Point on the Lake; thence down the lake to Lakeport; from there to Quality Hill, and thence to the place of beginning. This treaty also conveyed the land running from Wampsville south to a short distance south of Lenox Furnace, and west towards Quality Hill to the east bounds of the land before conveyed to the people.

For this land the state paid \$600 and agreed to pay annually 6 per cent on 75 cents per acre after deducting the \$600 paid down. The Indians were also required to convey to Angel De Perrier for his services to them land running from the east line of Wampsville farm easterly on the south side of the Seneca Turnpike to a pine tree on the small east of the Cowasselon Creek and south to a hill beyond Lenox Furnace; and the state also agreed to convey to Mr. De Perrier 400 acres on the west of and adjoining the land conveyed to him by the Indians. There seems to have been no money consideration for this grant to the state.

The next treaty was held at Albany Feb. 6th, 1809, between Governor Danfol D. Tompkins and the Christian party of the Onondas, and by this treaty the Indians conveyed to the state all their lands on Fish Creek, comprising 7,500 acres, reserving 300 acres for Abram Van Bpps to satisfy some demand he had against the Indians and reserving to the Indians the right of fishing in Fish Creek, with spears and hooks, and the right of the Indian families on the east side of Fish Creek to occupy 640 acres, the same not to be sold by the state until they removed from the same. The Indians were also required to convey to Angel De Perrier 400 additional acres lying on the south side of the turnpike and adjoining the tract conveyed to him in 1807, which brought his holdings east to a point nearly opposite the Anstead house on the turnpike. For the land conveyed by this treaty the state paid \$600 and agreed to pay \$1,000 on the first of the following June and annually thereafter a sum equal to six per cent on \$2,000.

There are 23 Indian names appended to this treaty, four of which were signed by the owners and the others made their marks. The names on this and most of the other treaties are Indian names and many of them are almost unpronounceable.

We come now to the treaty made in Albany on the 21st of February, 1809, between Gov. Tompkins and the chiefs and sachems of the Pagan party of Onondas, known as the First Pagan Purchase. By this treaty the Pagan party conveyed to the state all of their land east of Ononda

Creek and extending from Ononda Lake to Mud Creek, reserving for Logan Cook 100 acres, for Dolly Denny 200 acres, to John Sagoyewille (John Cornelius) 50 acres, and reserving also to Cornelius Doxstater, William Grant and Zachous P. Gillet, a triangular piece of land partly in Vernon and partly in Verona north of Sagrill. For this tract, comprising somewhere in the vicinity of 20,000 acres, the state paid \$1,000 and agreed to pay the Indians annually thereafter a sum equal to six per cent on 50 cents per acre.

This treaty was signed by 16 Indians, each of whom made his mark to the same, among them Jacob Skagardo and Thomas Skagardo, Jr. The great Skaganda belonged to the Christian party, and of course did not sign this treaty.

This tract was surveyed into 50 lots and has since been known as the First Pagan Purchase. Lot No. 1 is on the shore of the lake just south of Spencer Beach and lot 50 is the Patton farm between here and Verona village.

On the 2d of March, 1810, another treaty was made at Albany between Gov. Tompkins and the chiefs and sachems of the Christian party of the Onondas, by which the Indians conveyed to the state land within the boundaries: commencing one and one-half miles north of the 24 mile stone on the Seneca Turnpike road between the Cowasselon and Ononda creeks, which starting point would be a short distance to the south of the Erie Canal and west of the Schellhammer or Highport road, and I should say on the land now owned by the Devereux family, and running thence in a straight line to Ononda Lake at a point one-half mile west of the mouth of Ononda Creek; thence along the lake shore westerly to the east line of the purchase of 1807, which is about midway between Lewis Point and Messengers; thence southerly along the east line of the purchase of 1807 to Myndert Wampville land, which is north of the N. Y. C. R. R. and a little west of Wampsville station; thence along Mr. Wampville's land easterly to the northeast corner thereof; thence north to a point one and one-half miles north of the Seneca Turnpike road, which I think is on the Whamett farm a short distance north of the canal; thence easterly on a line one and one-half miles north of the turnpike to the place of beginning. This treaty also conveyed to the state another small tract, described as: Beginning at the mouth of Mud Creek and running south to the partition line, that is the line between the Pagan and Christian lands; thence east to the Ononda Creek and down the creek to the place of beginning. This tract is in triangular form and lies along the west bank of the creek north of Kenwood.

For these two tracts the state paid \$500 down and agreed to pay \$300 on June 1st following and annually thereafter a sum equal to 6 per cent

on 10 cents per acre of the land, and there was granted out of the first described tract 200 acres on the shore of Ononda Lake to Angel De Perrier. This treaty was signed by 23 Indians, among them John "Skaganda."

The next sale of the reservation lands was made by a treaty between Gov. Tompkins and the Onondas on Feb. 27th, 1811, and by it the Indians conveyed to the state land described as:

Commencing one and one-half miles north of the 24 mile stone on the Seneca Turnpike, being the southeast corner of the tract conveyed by the treaty of 1810, but above mentioned, and running east on a continuation of the same line to the Ononda Creek; thence along and including the creek to Ononda Lake; thence along the lake shore westerly one

half mile; and thence easterly to the place of beginning. This was the last of the reservation land, on the north side of the Seneca Turnpike except a strip about one and one-half miles wide along the turnpike extending from Wampsville to the Ononda Creek. For the land included in this purchase the state paid the Indians \$400 and agreed to pay \$100 on the first of the following June and annually thereafter a sum equal to 6 per cent on 50 cents per acre of the land as surveyed. This treaty was signed by 23 Indians, including John "Skaganda," Thomas "Skaganda," and one William "Tebetondelle." The land described in these two mentioned treaties, not including the triangle north of Kenwood was surveyed into 58 lots known as the Ononda Creek tract. Lot No. 1 is on Lewis Point and lot 58 is in the city north of the Central railroad where Mr. Gladwell and Johnston McKelvey live. The two tracts comprised about 12,000 acres, and if the Indians had not commuted their annuity they would still be receiving an income of about \$300 per year from this land.

March 3d, 1810, Gov. Tompkins made another treaty with the Christian party of the Onondas by which they conveyed to the state four different tracts of land, two in Lenox and two in Vernon. One in Lenox commenced at the east bounds of the land of Myndert Wampville, which I think was at about the four corners of Wampsville, and ran easterly along the north side of the Seneca Turnpike to a blacksmith shop standing between the bridge over the Cowasselon Creek and the northeast corner of a tract granted to Angel De Perrier, which would be, as nearly as I can judge, about the west line of the Anstead farm; thence north one and one-half miles; thence west to the line of lands granted by the treaty in 1810; thence southerly to the turnpike at the east bounds of Mr. Wampville's farm; thence east to the place of beginning. The other tract in Lenox began on the south side of the turnpike at the north-

One corner of Mr. De Forrier's 400 acres, and ran thence easterly along the south bounds of the turnpike to a spring about two chains west of the turnpike gate; thence southerly to land belonging to the Pagan party, which would be about half way between the turnpike and the north line of Stockbridge and about where Mt. Hope avenue now is; thence westerly to Mr. De Forrier's land; and thence north to the turnpike. The turnpike toll-gate stood a little west of the Stewart school house.

The land included in this purchase comprised the land on the south side of the turnpike and extending south to Mt. Hope avenue and west to Mr. De Forrier's 400 acres. The two parcels in Oneida county conveyed by this treaty were small ones and difficult to locate exactly by the description, but one of them evidently included the land where Oneida Castle now is.

For these parcels the state paid \$552 and agreed to pay an additional sum sufficient to make \$1 per acre. It was further agreed in the treaty that fifty acres on the north side of the turnpike on the Cowassaton Creek should be granted to Angell De Forrier. This fifty acres is where the old De Forrier house now stands. Ten acres were also to be granted to Joseph Starvin and 100 acres to George Heimer.

Before 1817 the Christian Oneidas had divided into two parties, known as the First and Second, or the Orchard and Windfall parties, and certain lands had been assigned to each party. The Orchard party lived in Vernon, Oneida county, and the Windfall party in Lenox, Madison county. March 27th, 1817, the Second or Windfall party made a treaty with the state at Albany by which they conveyed to the state the land known as the Cowassaton Creek tract, the boundaries of which commenced at the northwest corner of the town of Stockbridge and ran thence west to the center of the Cowassaton Creek about opposite the house where Leroy Eddy used to live; thence down the creek north to a point a little south of where Mt. Hope avenue intersects the Cowassaton Creek road; thence west to a point about where the plaster mill used to be on the road leading from Lenox Furnace to Clockville; thence south to the north line of the town of Smithfield; thence east to the west line of the town of Stockbridge, and thence north to the place of beginning. This tract was surveyed into 23 lots, comprising about 3,500 acres. Of this land the state agreed to grant to Dolly Denny 200 acres; to Abram Denny 100 acres; to Sally Denny 50 acres; to Rev. Eleazer Williams 150 acres; and the state agreed to sell 500 acres and use the proceeds to build a church for the Indians. I presume that the Indian church on the West road was built from the proceeds of the sale of this 500 acres. As a consideration for 1,356 acres the state agreed to release to

the second Christian party 687 acres on the north side of the Seneca Turnpike previously sold to the state by the first Christian party. For the remainder of the land the state agreed to pay \$2 per acre, \$1,200 to be paid down and 8 percent annually to be paid for the remainder.

(The end.)

ORIGINAL NUMBER CLASSIFICATION MADISON COUNTY HISTORICAL  
# 694.

LETTER FROM U.S. INDIAN DEPT TO JOHN HADCOCK, Esq, Stock-  
bridge, Madison County, N.Y. ( envelope dated Green Bay  
Feb 17, Wisconsin-Madison County originally shown as in  
Wisconsin)

U.S. INDIAN DEPT.

Green Bay, Feb 15th, 1869

John Hadcock, Esqr.

Sir,

The undersigned Chiefs of Oneida Tribe of  
Indians, residing in the vicinity of Green Bay, on  
behalf of the tribe, address now this letter. Upon  
a full ~~kanxidexakian~~ consultation, we have come to  
the conclusion, that a settlement of the claim of  
the tribe to certain lands in the State of New York,  
not heretofore ceded, can only be made by Treaty or  
convention at which the State shall be represented by  
proper commissioners. We also understand, that it  
is necessary for us to call upon the authorities of  
New York, to hold such convention with us.

Now, as you already have a full power to  
act as our Agent or Attorney to prosecute our claim,  
we hereby request and authorize you to draw up and  
present to the Governor in our names, a petition  
setting forth the nature and extent of our claim and  
demanding or requesting that a convention be held  
with us, for the adjustments and final settlements  
of all claims which our tribe may have, on account  
of lands here tofore occupied by us in the State of  
New York and not formally ceded to said State.

If any further papers shall be necessary to  
present our claim, you will prepare and send them to  
us for signature

Respectfully your friends

Daniel Bread  
Jacob Cornelius  
Baptist Doxtader  
Elijah Seanondo  
Cornelius Hill  
Martin -his mark-  
Adam Swamp" " Swamp

Witness

\_\_\_\_\_  
Doxtator

ORIGINAL NUMBER CLASSIFICATION #694  
MADISON COUNTY HISTORICAL FILES

UNDATED LETTER FROM THE CHIEFS OF THE ONEIDA NATION AT  
GREEN BAY TO THE SOCIETY OF FRIENDS IN PHILADELPHIA

(Covering envelope reads: " Dec 16, 1914-Old Communic-  
ation from Oneida Indians, at Green Bay, Wis, in regard  
to their claim against the Government for certain lands  
in Madison & Oneida Counties-Indian Signature) THERE  
WERE NO INDIAN SIGNATURES APPENDED TO THIS DOCUMENT-  
This may have been a copy made by the Indians or the  
signatures were on a second or inside sheet that was  
not affixed to the original)

The letter follows:

"Green Bay Wisconsin

To the head men of the Society of Friends Quakers  
of the City of Philadelphia.

We the Chiefs of head men of the Oneida Nation  
of Indians now residing at Duck Creek, Green Bay,  
Wisconsin. Our former residence was at Oneida in the  
central part of the State of New York in the Counties  
of Madison and Oneida. We commenced to emigrate in  
small parties about the year 1824. Before any of our  
people started, we called a council and then and there  
agreed not to sell these lands reserved to us, and our  
posterity forever by the Treaty of 1788 and re-affirm-  
ed by the Treaty of 1795 until the last of our people  
should make it manifest they wished to remove West.  
They then sent here for their head chief Daniel Bread  
to go to Albany and make their business known to his  
Excellency Governor Fenton. I the chief of the Nation  
laid our grievances (aggrievances) before the Governor  
he replied that he would have the records searched and  
Justice should be done. According to promises the Gov.  
offered offered the resolution now on file and  
the report of the Commissioners of the ~~XXXXX~~ Land  
Office this report I send you shows the State has sold  
those lands from us and we have not been able thus far  
to get any Compensation for them. It appears to us the  
State of New York intends to wear us out When we go to  
them they tell us to go to the Legislature and this is  
way it has been for a number of years it seems they  
are determined to wear us out. Our only hope now is by  
a law of Congress passed 1790 and on the strength of  
that law we file our bill of complaint. When this  
paper reaches you you may expect the bill of complaint  
has reached Attorney General of the United States.  
Then we want the help of our friends the Quakers before  
the Attorney General to see that the right construction  
is put on our complaint.

(End of Letter unsigned)



No. 4 Contracts between the State of New York and different tribes of the Six Nations of Indians, specifying their several possessions and reservations of land, etc.

On the 19th of April, 1793, George Clinton, Governor of New York, transmitted to Thomas Jefferson, Secretary of State of the United States, an exemplification of the different treaties entered into by that commonwealth with the Indians of the Six Nations, subsequent to the conclusion of the war of the American Revolution. In this letter to Mr. Jefferson, Governor Clinton says,—"I had written to the clerk of the City of Albany, and did not receive his answer until yesterday. He informs, as I suspected that the that the Superintendent of Indian Affairs under the British Government was, at the commencement of the revolution, possessed of all the records and documents respecting Indian affairs, and took them with him when he left the country." The exemplification thus transmitted contained a transcript from the records book of Indian deeds remaining in the Office of the Secretary of the State of New York, and commencing in the year 1748. This transcript embraces.

1- A deed executed by the sachems and chiefs warriors of the Oneida and Tuscarora Nations, at a treaty held at Fort Herkimer with George Clinton and other commissioners for Indian affairs for the State of New York, who by the aforesaid sachems and chief warriors conveyed on the 28th day of June, 1785, for the consideration of \$11,500 in goods in money, -all that tract of land situate on the west of the line commonly called the line of property established at a treaty held at Fort Stanwick in 1768, and on the North Side of the Pennsylvania Line, beginning at the north of the Unadilla or Tlanaderha River, where the same empties into the Susquehanna River; thence the said Unadilla or Tlanaderha River ten miles measured on a straight line; thence due west to the Chenango River; thence southerly down the said Chenango River to where it empties into the said Susquehanna River and to line called the line of property; thence along the said line to the place of beginning, so as to comprehend all the land belonging to the Oneida

and Tuscarora Nations lying south of the said line to be run from the said Unadilla or Tiansaderha River to the Chenango River and north of the Division line between the State of New York and the State of Pennsylvania, together with all ways, water, water courses, rivers, rivulets, creeks and streams of water and also all mines and minerals which are or may be found thereon, etc.

2- A contract, executed at a treaty held at Fort Schuyler, formerly Fort Stanwix, by the Oneida Tribe or Nation of Indians, on the 22nd day of September, 1788, with George Clinton, William Floyd, Ezra L. Hommedieu, Richard Varich, Samuel Jones, Egbert Benson and Peter Gansevoet, junior Commissioners on the behalf of the State of New York, by which the Oneidas entered into the following stipulation.

First,- The Oneidas do cede and all their lands to the people of the State of New York forever.

Second,- Of the said ceded lands the following tract, to wit: beginning at the Wood Creek opposite to the mouth of the Canada Creek and where the lines of property comes to the said Wood Creek and runs thence southerly to the northwest corner of the tract to be granted to John Francis Pearce; thence along the westerly bounds of the said tract to the southwest corner thereof; thence to the northwest corner of the tract granted to James Dean thence along the westerly bounds thereof to the southwest corner of the last mentioned tract; thence due south until it intersects a due west line from the head of the Unadilla or Tiansaderha River; thence from the said point of intersection due west until the deep spring bears due north; thence due north to the Deep Spring; thence the nearest course to the Canaseroga Creek; and thence along the said creek, the Oneida Lake and the Wood Creek to the place of beginning shall be reserved for the following that is to say: the lands lying to the northward of a line parallel to the southern line, the Oneidas shall hold to themselves and their posterity forever for their own use and cultivation but not to be sold, leased or any other manner aliened or disposed of to others. The Oneidas may form

being the residue of the said reserved lands to such persons and on such reserves reserved as they shall deem proper but no lease shall be for a longer term than 21 years from the making thereof and no lease shall be made until the former lease of the same lands shall have expired. The rents shall be to the use of the Oneidas and their posterity forever. And the People of the State of New York shall from time to time make provisions by law to compel the leasees to pay the rents and in every other respect to enable the Oneidas and their posterity to have the full benefit of their right so to make leases and to prevent frauds on them respecting the same; and the Oneidas and their posterity forever shall enjoy the free right of hunting in every part of the said ceded lands and of fishing in all the waters within the same, and especially there shall forever remain ungranted by the People of the State of New York one-half mile square at the distance of every six miles of the lands along the northern bounds of the Oneida Lake, one-half mile in breadth of the lands on each side of the Fish Creek and a convenient peice of land at the fishing place in the Onondaga River about three miles from where it issues out of Oneida Lake and to remain as well for the Oneidas and their posterity as for the inhabitants of the said state to land and encamp on. But, notwithstanding, and reservation to the Oneidas, the People of the State of New York may erect public works and edifices as they shall think proper, at such place and places at or near the confluence of the Wood Creek and Oneida Lake as they shall elect, and may take and appropriate for such works or buildings, lands to the extent of one square mile at each place; and further, notwithstanding and reservation of lands to the Oneidas for their own use, the New England Indians (now settles at Rotherstown, under the pastoral care of the Rev. Samson Occum) and their posterity forever and the Stockbridge Indians and their posterity forever are to enjoy their settlements on the lands heretofore given to them by the Oneidas for that purpose, that is to say: a tract of two miles in breadth and three miles in length for the New England Indians and a tract of six miles square for the Stockbridge Indians.

Thirdly,- In consideration of the said cession and grant the People of the State of New York do, at this Treaty, pay to the Oneidas two thousand dollars in money, two thousand dollars in clothing and other goods and one thousand dollars in provisions; and also five hundred dollars in money to be applied towards building a grist mill and saw mill at their village; and the People of the State of New York shall annually pay to the Oneidas and thir posterity forever, on the first day of June, in every year, at Fort Schuyler, six hundred dollars in silver; but if the Oneidas or their posterity shall at and time hereafter elect that the whole, or any part of the six thousand dollars, shall be paid in clothing or provisions, and give six weeks previous notice thereof the Governor of the said state for the time being, then so much of the annual payment shall for that time be in clothing or provisions as the Oneidas and their posterity shall elect and at the price which the same shall cost the People of the State of New York at Fort Schuyler.

And as a further consideration to the Oneidas, the People of the State of New York shall grant to the said John Francis Perache, a tract of land beginning in the line of property at a certain cedar tree near the road leading to Oneida, and runs from said cedar tree southerly along the line of property two miles and westerly right angles to the said line of property two miles; then northerly at right angles to the last courses two miles; and then to the place of beginning, which the said John Francis Perache hath consented to accept from the Oneidas insatisfactory for and injury done to him by one of their nation.

And further, that the People of the State of New York shall, as benevolence from the Oneidas to Peter Pent, and in return for services rendered by him to their Nation, grant to the said Peter Pent of the said ceded lands lying to the northward of the Oneida Lake, a tract of ten miles square wherever he shall elect the same.

\* Fourthly,- The People of the State of New York may, in such manner as they shall deem proper, prevent any persons, except the Oneidas, from

residing or settling on the lands so to be held by the Oneidas and their posterity, for their own use and cultivation, and if any person shall without consent of the People of the State of New York come to reside or settle on the said lands or on any other of the lands ceded as aforesaid, except the lands whereof the Oneidas make leases as aforesaid, the Oneidas and their posterity shall forthwith give notice of such intrusions to the Governor of the said state for the time being.

And further, the Oneidas and their posterity forever shall, at the request of the Governor of the said state, be aiding to the People of the State of New York in removing all such intruders; and in apprehending not only such intruders, but also felons, and other offenders who may happen to be on the said ceded lands, to the end that such intruders, felons and other offenders may be brought to justice.

Before the execution hereof, the Oneidas, in public council, declared to the Commissioners that they had, in return for his frequent good offices to them, given to John J. Bleeker, of the lands reserved for their own use, one mile square adjoining to the lands of James Dean, and requested that the same might be granted and confirmed to him by the State.

No. 5.- A treaty between the United States and the Oneida, Tuscarora and Stockbridge Indians dwelling in the Country of the Oneidas.

Whereas, in the late war between Great Britain and the United States of America, a body of the Oneidas and Tuscaroras and the Stockbridge Indians adhered faithfully to the United States, and assisted them with their warriors, and in consequence of this adherence and assistance, the Oneidas and Tuscaroras, at an unfortunate period of the war, were driven from their homes and their houses were burned and their property destroyed, and as the United States, in the time of their distress, acknowledged their obligation to these faithful friends and promise to reward them; and the United States being now in a condition to fulfill the promises then made, the following articles are stipulated by the respective parties for that purpose to be in force when ratified by the President and Senate.

1. The United States will pay the sum of five thousand dollars to be distributed among individuals of the Oneida and Tuscarora Nations, as a compensation for their individual losses, and services, during the late war between Great Britain and the United States, the only man of the Kaughnauagas now remaining in the Oneida Country, as well as some few very meritorious persons of the Stockbridge Indians, will be considered in the distribution.

2. For the General accommodation of these Indian Nations residing in the Country of the Oneidas, the United States will cause to be erected a complete grist mill and saw mill in a situation to serve the present principal settlement of these nations, or if such one convenient situation cannot be found, then the United States will cause to be erected two such grist mills and saw mills in places where it is now known the proposed accommodation may be effected, of this the United States will judge. The United States will provide during three years after the mills shall be completed for the expense of employing one or two suitable persons to manage the mills, to keep them in repair, to instruct some young men of the three nations in the arts of the miller and sawyer, and to provide teams and utensils for carrying on the work of the mills.

Art. 4. The United States will pay one thousand dollars, to be applied in building a convenient church at Oneida in the place of the one which was there, burned by the enemy in the late war.

Art. 5. In consideration of the above stipulation to be performed on the part of the United States, the Oneida, Tuscarora and Stockbridge Indians aforementioned, now acknowledge themselves satisfied and relinquish all other claims of compensation and rewards for their losses and services in the late war; excepting only the unsatisfied claim of such men of the said nations as bore commissions under the United States, for any arrears which may be due them as Officers.

In Witness Whereof, the chiefs of these nations, residing in the County of the Oneidas, and thy M. . . , Agent for the United States, have

hereto set their hands and seals at Onaida, the second day of December  
in the year one thousand seven hundred and ninety-four.

Timothy Pickering.

Wolf Tribe

Ootsahtá,	His	X	mark	)	
Konnequinyan,	His	X	mark	)	Head Sachems
John Skonendo,	Eldest			)	
war chief,	His	X	mark	)	Of the Onaidas.

Turtle Tribe

Shonohleyo, war chief,	His	X	mark	
Peter Kamcutarlock, Sachem,	His	X	mark	
Daniel Teomeslees, son,				
Skonendo, war chief,	His	X	mark	

Bear Tribe

Lodovek Kansaurostou.	His	X	mark	
Cornelius Kauhiklton	His	X	mark	
Thos. Ocauhatugounlot	His	X	mark	
war chief,				

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# Who Now Owns the Lydia Doxtater Place?

Case in Courts for Some Time Taken to Governor Lehman  
Jacob Miller and Wife Claim Land as Indians  
and Wards of the State

The old question of whether an Indian owns his own property and can dispose of it as he sees fit, or whether the land is the property of the tribe, is up again in the Thurston-Miller case. The case of Myron Thurston against Jacob and Stella Miller has been through the Oneida County courts and on Tuesday was taken before Acting Governor Herbert Lehman on the ground that the Indians are wards of the State. The Millers presented their case and were accompanied by Mrs. Grosvenor N. Allen.

Henry Epstein, jr., deputy attorney-general, was called into the conference by Acting Governor Lehman. The latter said that he had been studying the case and that he was not ready to say whether the State could back the Indians in their fight.

The Millers claim the land as Indians and thereby cannot be forced off. The action was brought by Myron B. Thurston for the eviction of the couple from the property which he had purchased and claims to own.

The Millers, who cared for Lydia Bechtree Doxtater, former owner of the property, during her last illness, remained on the premises despite the

fact the property was willed to the Christian Missionary Alliance Church of Kenwood, but whose headquarters is in New York. Later the church disposed of the property to Thurston. When Thurston sought to take possession the Millers refused to move. The matter has been referred to Justice, County and Supreme Courts of Oneida County. A decision in Supreme Court declared the property rightfully belonged to Thurston, in that the Indians had lost claim to it, since the land was purchased by the State and later sold to white men. The sale to the latter, the Supreme Court Justice declared, made the Indians' claim to the property of no account. It being no longer a tribal affair, the court held, the Indians could not be protected by law.

The Millers have 30 days to appeal from the decision and that is the reason for their laying their claim before the State and asking for protection as guaranteed by old treaties.

Thurston was indicted by an Oneida County grand jury, charged with illegal entry and detainer, for entering the house and removing goods that he claimed were his property. This case has been held up pending final settlement of the ownership.

MAISON COUNTY HISTORICAL SOCIETY 75-20



LINES TO THE ELM TREE

(ORIGINAL POEM BY MRS. ELLEN FADLOWE CARROLL)

Majestic, grand old Elm Tree  
By kindly form I love to see  
For memory is cherished in thee  
Which time cannot destroy  
No woodman's axe that cleared this land  
Permitted thee unharm'd to stand,  
To grace our humble mission church  
The dusky pine that once was here  
Has joined the braves they loved so dear  
No more on earth to roam.