

THE FRENCH SETTLEMENT OF GALLIPOLIS, OHIO

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P R E F A C E

In this present study an effort has been made to set forth a comprehensive account of the Scioto Speculation from the time of its inception to its complete failure, both as a colonizing and as a financial scheme. This unsuccessful attempt of the Scioto Associates to make their fortune and to establish a French colony on the banks of the Ohio in 1790, forms one of the most interesting and tragical chapters in American History.

In dealing with the Scioto Company, I have endeavored to show who were responsible for the origin of the original organization, its connection with the Ohio Company, what it accomplished in Paris, and the causes of its failure. Except in a few necessary instances, I have tried to avoid some of the more picturesque features in dealing with the French emigrants.

In preparing this study I am greatly indebted to Dr. Glenn B. Hawkins, Professor of History, Oklahoma Agricultural and Mechanical College, Stillwater, Oklahoma. As my adviser he has served in that capacity to such a degree that he has ever been a source of inspiration, an untiring helper and a real friend. I also want to express my thanks to Judge Alfred K. Nippert, Cincinnati,

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John Hardin Baugh, Jr.

Stillwater, Oklahoma

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CHAPTER I

FORMATION OF THE SCIOTO COMPANY

That part of the United States lying between the Allegheny Mountains and the Mississippi River, was the source of two important questions during the American Revolution: when independence is obtained shall the Colonies possess this section, and, if this territory becomes the property of the Colonies, shall it belong to the nation as a whole or to the Colonies individually? Upon the close of the Revolution England agreed by the treaty of Paris (1783), that this territory was to be an integral part of the United States. While this territory became a part of the United States, every foot of it was claimed by six or seven colonies by virtue of their charters. It, therefore, was up to the Congress to find a means by which they would relinquish their claims. Several of these landed Colonies were indisposed to make the concession, since they saw a source of wealth that would help them to liquidate their war obligations.

As early as the fall of 1776 when the Continental Congress possessed not one foot of public domain, promises were made in the form of land bounties to soldiers who would enroll for service. What was done on this occasion was repeated on several other occasions. Eventually as a means of obtaining a "constitutional" government Connecticut in 1780, supported by New York, recommended that all colonies with western claims convey them to the central government with the understanding that as it was populated states would

be created and, with the approval of Congress, admitted into the union on the same basis as the original thirteen.

Land cessions, beginning with New York in 1781, were presently made by the others. In this way a public domain was created out of territory beyond the accepted colonial boundaries. In this way we find the first section of our public domain turned over to the United States. These events, left in the hands of Congress an immense tract of land, over which the Indian title had not been extinguished. To accomplish this task representatives were chosen to negotiate treaties with those tribes possessing lands in demand by settlers. Beginning with the Six Nations at Fort Stanwix in 1784 an Indian policy was inaugurated which, subject to many emendations, gradually moved them farther west and out of the way of the ever expanding frontier.

Now the question arose as to how this land could best be employed. Even in its unimproved state it was considered very valuable. One of the leading arguments advanced in favor of the states surrendering their claims, was that these lands might be utilized in paying the public debt. It was thought that the sale of these lands would return a large sum. Their disposal was left in the hands of the Treasury Board of the United States.

On June 16, 1783, two hundred and eighty-three officers of the Continental army presented a petition in behalf of themselves and their men to the President of the United States

and the honorable delegates in Congress. The petition requested that in return for their services in the late war and in accordance with previous resolves of Congress, that a patent be issued to certain lands in the West, bounded by Lake Erie, Pennsylvania, the Ohio River, and a meridian line twenty four miles west of the Scioto River. Also included, was a request that an additional grant be made by Congress to such soldiers who wished to become adventurers in the new country. This last grant was to be made in such quantities and on conditions of purchase and settlement as Congress should judge best. Payment for it was offered of course, but in the public securities of the United States.²

Up to this time the soldiers had been poorly paid, and no less a person than Washington, sanctioned this plan of his former colleagues, which would tend to give them that which had long been due. Congress, however, delayed action on the petition and the scheme was lost to all save its originators. It can be truthfully said that this petition of 1783 was the basis for the formal organization of the Ohio Company of Associates some three years later. This latter company in 1786 represented a renewed effort on the part of the soldiers, whose fortunes had been much impaired, to improve their conditions by a settlement in the West. The majority of these soldiers had been paid off in Continental certificates, worth at this time about one-tenth of

2. Manasseh Cutler, Life, Journal and Correspondence, Cincinnati, 1888, I, 160.

3

their face value. It was felt that if these certificates could be thus exchanged for fertile lands in the West, three purposes could be accomplished: (1) the government would discharge a large portion of its outstanding obligations; (2) the soldiers would be benefited; (3) and an actual settlement northwest of the Ohio River would be begun. What could be a better way to settle this issue?

General Rufus Putnam had been one of the foremost leaders in the movement for the petition of 1783. Putnam, when the army disbanded, like so many of the leaders of his time, turned to his avocation of surveying, laying out tracts in Maine. Almost simultaneously General Benjamin Tupper, his friend and colleague, was sent to work on surveying of the Seven Ranges. These individuals on January 10, 1786, issued a notice under their names, inviting all officers and soldiers who expected to receive tracts of land in the Ohio country along with other citizens who desired to become adventurers in that delightful region, to meet and form an association or company for the purpose of purchasing and establishing a settlement in that region. As a result of this notice the Ohio Company of Associates was formed, whose object, as stated in the articles of association, was to raise a fund in Continental certificates, with the idea of buying lands from the United States and promoting a settlement in the West. The amount of funds to be raised was not to ex-

3. Manasseh Cutler, Life, Journal and Correspondence, Cincinnati, 1888, I, p. 162.

4. Ibid., p. 179.

ceed \$1,000,000 in Continental certificates, exclusive of
 5
 one year's interest.

After the organization of the company, the next move was to bargain with Congress for lands desired. Congress was eager to sell these lands, especially if it meant western expansion. We, however, shall see the transaction for this land was not to be so simple as it first appeared. The price of the land remained to be decided upon, and as yet there was no effective form of government in operation in this region. The settlement in a satisfactory way of these two things was highly important to the members of the newly formed Ohio Company. The Ordinance of 1784, drafted by Jefferson, had proved inoperative. Now with the land surveys well under way an effective form of administration was urgently needed.

On March 3, 1787, at a meeting of the Ohio Company, three directors were appointed, General Samuel H. Parsons, General Rufus Putnam, and the Reverend Manasseh Cutler, to carry on the business of the company. Parsons and Putnam were men of average ability, but the last one was a man engaging in manner, pleasing in conversation, and remarkable in personality. He exhibited, according to an authority on his life, a wonderful versatility in a wide range of knowledge:

By profession he was a minister of the Gospel, and a trained theologian. In addition to making a name for himself and his chosen calling, Cutler showed great interest in science, and he was really

5. Manasseh Cutler, Life, Journal and Correspondence, Cincinnati, 1888, I, 160.

well versed in geology, botany, ornithology and meteorology. But what is of most interest is, that in addition to his other accomplishments, Manasseh Cutler was an exceedingly wily politician. As a lobbyist he was very hard to beat. His skill in diplomacy was equaled only by his exceptional shrewdness as a business man. Very few of his New England brethren, far-famed as they have ever been in that regard, could equal him in acuteness when it came to the ability to take advantage of every turn in circumstances in a business deal. Cutler had a boundless confidence in himself, a confidence which won others to him at once. His business ability is well demonstrated when we note that of the 220 shares thus far subscribed to the Ohio Company, Cutler had obtained no less than 100.⁶

General Parsons was the first man appointed by the Ohio Company to negotiate with Congress. He attacked his task with vim, but soon it appeared that he had in view his own ideas and advantages rather than those of the Company. The directors were not especially slow in discerning his plan. With this thought in mind Parsons was relieved of his responsibility and Manasseh Cutler assumed the task of conducting the business negotiations with Congress.⁷

Having taken this step, Cutler left his home in Massachusetts late in June, 1787, for New York City. The final Congress under the Confederation was then in session there. On his way to New York Cutler stopped at Middletown, Connecticut, to visit and confer with Parsons. From him he received information on the foibles of several federal officers and letters of introduction to influential members of Congress. Among these letters, was one to Colonel William Duer, Secretary of the Treasury Board of the United States and

6. T. T. Belote, A Study in Ohio Valley History, Cincinnati, 1907, pp. 8-9.

7. Cutler, op. cit., pp. 192 ff.

another to Colonel Richard Platt, later treasurer of the Ohio Company,⁸ both of New York City. Within five days from his Middletown visit, Cutler was in New York, dining with Colonel Duer. Duer was described by him as "living in the style of a nobleman, with no less than fifteen kinds of different wines."⁹

Cutler began his task by delivering his letters from his friends and a petition from the Ohio Company to Congress. This petition requested the sale of western lands to it under unusually advantageous terms. Cutler, from previous experiences, already knew the general attitude of Congress toward his mission and soon detected where the greatest trouble lay in having it executed.

Historians are almost wholly dependent upon Cutler's Journal, for the story of his negotiations with Congress. One-sided as it is and devoid of information that might be too incriminating, nevertheless, it contains sufficient material to provide a store of interest. The inception of the Scioto Land Company took place at this time. The circumstances, under which it came into being, are easily deciphered, but it is hard to understand its exact composition, character, and connection with the Ohio Company. With our knowledge of subsequent events though, it is not hard to arrive at some definite conclusions.

Congress was engaged at this time in drafting a bill

8. Cutler, op. cit., p. 197.

9. Ibid., p. 241.

for the government of the Northwest Territory, so a copy of the proposed instrument was sent to Cutler. The Ohio Company was much interested in helping make this plan of government, so Cutler took advantage of the occasion and offered suggestions. These suggestions included prohibition of slavery, public education, and support of the Church ministry. These suggestions, according to Cutler, were accepted and incorporated later in the Ordinance of 1787.

During this time Congress was busy with the bill, Cutler visited in Philadelphia. Upon his return, July 18, 1787, after calling on various members of Congress, he discovered the possibilities of bringing his negotiations with Congress were few. Even though Cutler does not definitely say what this opposition was, it is almost certain that Congress was not ready to sell at the price Cutler desired. Cutler took opportunity to remind Congress that Massachusetts was selling her lands in Maine for fifty cents per acre.

After conferring with various members of Congress Cutler soon found out that if he played his cards adroitly, he would have a powerful ally in Colonel William Duer. Duer was Secretary of the United States Treasury Board, and since his office had the control of the lands desired, his friendship and influence were earnestly cultivated. Probably the cultivation was not very difficult if we are to accept Cutler's own observations:

10. J. H. Perkins, "Burnet's Notes on Northwest Territory," North American Review, April 1876, LXVI, 318.

11. Cutler, op. cit., p. 248.

12. Ibid., p. 294.

The life of William Duer reads like a romance. He was born in England in 1747. Entered the army at eighteen and served in India as an aide to no less a person than Lord Clive. When he came into his inheritance Duer gave up his army life on account of ill health and embarked soon, on a business career. The latter pursuit brought him to New York in 1768, and there he decided to remain. In the Revolution Duer espoused the cause of the colonists and became a member of the Continental Congress. When Robert Morris resigned as Superintendent of Finance, a treasury board of members was created by Congress. Duer was a man of great practical insight and much financial ability, and he aided Alexander Hamilton in his work on the finances of the new republic when the Constitution was adopted. At the time I came to New York on behalf of the Ohio Company, Duer was well known at home and abroad as a bold and successful speculator.¹³

With virtually no liquid resources available in the treasury and hundreds of obligations past due, Cutler was shrewd enough to see that Congress really wanted to bargain with him if terms could be agreed upon.

Colonel Duer realized that the sale would be a good thing for the United States. With an uncanny shrewdness on his part he began the construction of fanciful plans that, if properly nurtured, would make him and his colleagues wealthy. Of course there was a chance that this private speculation might mean ruin, but on the other hand, the chances of success far outweighed those of failure. Under these circumstances on the same day that Cutler haggled with members of Congress over terms, Duer visited him and offered assistance. As a price for this assistance, which would be in the form of "political wire pulling," Cutler was to enlarge the original contract by taking in a new company.

13. Cutler, op. cit., p. 294.

This second company was to be formed "of a number of the principal characters of the land," and the arrangements were to be kept a profound secret.¹⁴

In a nutshell the proposed plan was this: Duer and his associates were to be allowed to buy land from Congress under the shadow of the Ohio Company's contract and, in such a way that the public would know nothing of it. For this concession of "silent partnership" with the Ohio Associates, they were to influence Congress to meet the terms of Cutler, both in price and condition of sale. All that was asked of Cutler was to buy more land than he had at first intended. After several very private conferences, Cutler agreed to accept Duer's proposal.¹⁵

On July 21, the proposal began to take form when Cutler proposed to Congress that it extend his purchase to the Scioto River. Two days later Congress in a way fell a "prey" to the machinations, when it passed an ordinance not at all like Cutler's friends desired. To adjust the apparent misunderstanding an additional clause was then inserted to empower the Treasury Board to assume the responsibility of and complete a contract with the petitioners on the basis of the tenets set forth.¹⁶ On the following day Cutler received a letter stating that the Treasury Board had endorsed the ordinance, and asking him whether or not he would close a contract under it. Realizing that it was of greater mag-

14. Cutler, op. cit., p. 296.

15. Belote, op. cit., p. 13.

16. Cutler, op. cit., p. 297.

nitude than when first presented Major Winthrop Sargent was solicited for advice.¹⁷ Sargent was one of the leading members of the Ohio Company, (later a Secretary of the Northwest Territory) accepted the responsibility, and together they composed a letter to the Board as joint commissioners.¹⁸ The letter stated the terms they would accept and from which they would in no way deviate. This was all done as representatives of the Ohio Company and that Company alone.

For some unknown reason Cutler presently became "intensely anxious" to consummate the deal, so on July 27, he informed Congress that he was leaving town but would tarry a while if it would accede to his ultimatum. In informing Congress of his plans he knew just the right arguments to use. He told it the need of a robust settlement in the West, to thwart the sporadic Separatist movement in Kentucky and elsewhere. He of course had no intention of leaving New York. This ruse worked perfectly. On the afternoon of the same day a message was received from Congress stating that a measure had been passed granting the desired terms.¹⁹ "By this measure," says Cutler in his Journal, "we obtained the grant of near five millions of acres of land amounting to three millions and a half of dollars. One and one half million acres for the Ohio Company, and the remainder for a

17. Cutler had originally proposed to buy for the Ohio Company, about 1,500,000 acres.

18. Cutler, op. cit., pp. 298 ff.

19. Ibid., p. 300.

private speculation in which many of the principal characters of America are concerned. Without connecting this private speculation similar terms and advantages could not have been obtained for the Ohio Company."

The advantages referred to by Cutler were those resulting from having purchased valuable lands at \$1.00 an acre, subject to a reduction of one third for bad tracts, and the privilege of paying for it in depreciated United States Securities. The private speculation was that some of the land purchased by Cutler and Sargent, was to be employed by Duer and his friends for their own interest.

In granting this contract, Congress of course believed that the statement, "Winthrop Sargent and Manasseh Cutler for themselves and associates,"²⁰ meant the Ohio Company. By this transaction we are reminded that Sargent and Cutler exceeded their authority as agents for the Ohio Company, in using a name which Congress believed to mean only that company and no one else. It is quite probable that Cutler would probably not have been so successful in getting the original grant at desired terms had he not done this bit of speculating. Likewise, it is also doubtful as to whether the Ohio Company would have placed their stamp of approval upon the final transaction, had they known the exact details.

Some few weeks later after Cutler arrived back home, representatives of the Ohio Company met in Boston. Particular note is taken that he did not tell them of the entire deal. His report stated that the Ohio Company, by its agents, had

agreed to purchase from Congress, through the Treasury Board, a tract of land, containing in the whole, as much as the Company's funds would pay for, should the subscription amount to \$1,000,000. As the final price agreed upon was two thirds of a dollar an acre, (\$1.00 an acre less $.33 \frac{1}{3}$ allowance for bad tracts) this sum would buy 1,500,000 acres. At this time \$500,000 was to be paid in closing the contract, and in consideration of this payment the right of entry and occupancy for a quantity of land, equivalent to the sum stipulated, was to be given.²¹

By October 27, 1787, Cutler and Sargent had completed negotiations with the Treasury Board for 6,000,000 acres. Two distinct contracts were drawn. One consisted of an absolute purchase of 1,500,000 acres lying along the Ohio River, between the seventh and seventeenth ranges of townships, and extending north until a line drawn due west from the seventh to seventeenth range would include the whole amount of acres, exclusive of reservations. The second contract was merely an option, or pre-emption rights, to purchase all the land lying between the Ohio and Scioto Rivers and the western boundary of the seventeenth range of townships, extending north to the tenth township from the Ohio. It also included a tract of land north of the Ohio Company's purchase, east of the seventeenth and north of the tenth ranges of townships from the Ohio.²²

21. Cutler, op. cit., p. 319.

22. Ibid., p. 326.

Roughly speaking, tract number one, belonging to the Ohio Company by absolute purchase, lay along the Ohio River between the seventh and seventeenth ranges of townships. Tract number two, known as the Scioto tract, and later famous in American History, was between the Scioto River and the western boundary of the tract purchased by the Ohio Company. As neither of these tracts had been surveyed, their actual position was quite vague to the parties of the bargain. It was supposed that a line between the tracts, would strike the Ohio River at a point approximately opposite the mouth of the Great Kanawha River. Actually, however, when the survey was made this line fell much farther west. ²³

From a congressional point of view, the two tracts were parts of one and the contract and the Ohio Company was responsible for both. ²⁴ In reality the Ohio Company's land was purchased outright, while the Scioto tract, being at that time only a pre-emption right, was to be paid for in six equal yearly payments. If the Ohio Company paid for its land promptly, credit was to be extended to the Sciota Company. Thus the first contract had to be fulfilled to insure the second one. Being so vitally interested in the second one, Colonel Duer advanced \$143,000 of his personal funds to help the Ohio Company meet its obligations on time. ²⁵

23. Appendix III.

24. Am. State Papers, op. cit. p. 23.

25. Gallipolis Papers, MSS, (Ohio Philosophical and Historical Library, Cincinnati) I, 99.

The Ohio Company had now secured the lands it wanted, at the desired price. But in securing these, its agents had burdened themselves with the responsibility of a gigantic land speculation, which eventually bore bitter fruit. This pre-emption right over this vast tract now had to be disposed of as they saw fit, to make it advantageous to the holders.

From political and economic prognostications, the present time seemed ripe for the inauguration of the Scioto Land Company, and those interested did not delay action. On October 27, 1787, "Manasseh Cutler and Winthrop Sargent for themselves and associates," transferred to "Colonel William Duer and his associates, one equal moiety of the Scioto tract of land." ²⁶ By the terms of this transfer ²⁷ it was provided that the respective parties were to be equally concerned in the disposal of the land, either in Europe or America. The members were to share equally in any profit or loss which might arise in attempting to sell it or in paying the purchase price to the United States. The Scioto Company was to be divided into thirty equal shares, thirteen of which were to be the property of Duer, and it was his privilege to admit such associates to these shares as was thought proper. In a like manner thirteen shares were to become the joint property of Cutler and Sargent. The remaining four shares were to be disposed of in Europe, at

26. Appendix III.

27. Ibid.

the direction of an agent, sent there for the purpose of negotiating a sale of, or loan on, the four unassigned shares. If these four shares were not disposed of, they were to be divided equally among the parties of the transfer.

By the same agreement, Duer was authorized to negotiate a sale of, or loan on the lands, in Holland or elsewhere in Europe. Duer was also granted the power of attorney to appoint an agent to act under his instructions. All developments and proceedings were from time to time to be communicated to Cutler and Sargent, for their consideration. At the suggestion of Cutler, Royal Flint of Massachusetts, and a close friend of Cutler's, was suggested as a suitable representative. To this suggestion Duer gave his approval. At this time Duer advanced an additional \$100,000 to pay Congress on the Ohio Company's note, which would insure the success of the Scioto Company to a greater extent.

This transfer from Cutler and Sargent to Duer, was the first documentary evidence to be found concerning the existence of the Scioto Land Company. The whole transaction, due to its secrecy, made the title to this tract vague and baffling to all inquiries.

Soon after the above mentioned transfer, Cutler and Sargent assigned interests in the Scioto tract to General Benjamin Tupper, General Rufus Putnam, General S. H. Parsons,
28
Colonel Richard Platt and Andrew Craigie.

We have since learned that the formal organization known as the Sciota Land Company had its inception not in America but in Europe. We do know however, that those interested so vitally, were Americans, and the European company simply provided a canopy under which the American company of the same name functioned.

It was intended by the Scioto Company to make an immediate sale of its pre-emption rights in Holland, France or elsewhere, where large amounts of United States Securities were held. It was the belief of the Scioto Associates that the holders of these securities would gladly part with them for fertile lands in America, especially since currencies of all countries were greatly depreciated and rumors were not uncommon that maybe the American obligations would be defaulted. As Congress would accept these securities at par in payment for the land, the Scioto Associates felt that by getting them at a greatly depreciated value, they would soon be able to pay for the contracted land. After it was once paid for the amount derived from them in the future would be clear profit. The founders of the Scioto Company would then have attained their set goal of actually selling this vast area, and at the same time they would have become wealthy.

CHAPTER II

SCIOTO COMPANY EXTENDED TO EUROPE

Royal Flint, as previously indicated, was the man selected to act as agent for Colonel Duer and his associates. Plans had been made in the early spring of 1788 for his departure to Europe, but when his sailing time arrived, because of a serious illness, that would prevent his early departure, it was decided that a new agent would have to be chosen.¹ Since a selection must be made at once, Mr. Cutler suggested that a Mr. Joel Barlow of Connecticut was the only available man within his range of knowledge to whom their business could be entrusted. From evidence found in his Journal, Cutler recorded that Flint was agreeable to the selection of Barlow, "a sensible and discreet man." Through their influence, Barlow was finally selected, even though Duer did not thoroughly approve of him.²

Joel Barlow, who at the time of this selection was only thirty-three years of age, was successfully practicing law in Hartford, Connecticut. From a literary point of view, success had already been attained with the publication of his poem, "The Vision of Columbus." While from a literary point of view he was qualified, but like many other artists, he lacked that shrewdness of action, clear foresight and common sense that are so essential to a good business man.

1. This happening greatly perturbed Cutler, and he immediately wrote to Platt telling of this unfortunate event.

2. Cutler, op. cit., I, pp. 381, 382.

His character, his motives and his thoughts were all honorable, which, with his legal training were paramount reasons for his selection.

Neither was he totally devoid of training in the art of salesmanship for as an agent of the Ohio Company, a number of subscribers of that company's stock had been obtained. In addition the fact that his brother-in-law was a United States senator, was something to be considered. At any rate, he was chosen and preparation immediately began for his departure to Europe.³

It was found necessary to draw up legally, several documents of importance, for the purpose of impressing those contacted by Agent Barlow, and to assure them that he was a bona fide representative of the Scioto Company. From the first of the three most important documents, the prospective client was to be informed that the company was a reality, and actually had the right to sell certain lands situated in the western part of the United States. The second one contained the story of the inception of the Scioto Company with the descriptions of the land to be sold. The last one and by far the most important of all, disclosed that Joel Barlow possessed the power of attorney to act for it. This last named instrument, by virtue of the authority vested in Duer by the Scioto Associates, conveyed to Barlow full authority to make all engagements with individuals or groups of individuals that were necessary in promoting the sale of

3. Cutler, op. cit., pp. 383-384.

the land.

These important and necessary documents were all signed and sealed in New York City, May 16, 1788, by Duer, acting for the Scioto Associates, in the presence of Platt and John Wilson, an attorney of that city. Supplementing these official papers, letters of introduction to prominent persons abroad were prepared for Barlow to take with him.⁴ Barlow left New York almost immediately upon receipt of these papers.

After a very rough passage on a small boat of the time, he landed during the last week in June, 1788, at Havre, France. Once in France he proceeded straightway to Paris, where headquarters were to be established. There he began, almost at once, his gigantic scheme. Barlow soon discovered the job was too large to be handled in a successful manner by an inexperienced New England poet. On the eve of the French Revolution when the state was on the verge of bankruptcy and with disorder, discontent and distrust ever prevalent, few people were willing to accept the naive manners and poetic charm as tangible reasons for letting loose of specie or bills of credit of any variety.

In Paris his work required a bold and enterprising spirit, along with a keen eye for business and a sound knowledge of human nature. Had Cutler been there this difficulty would not have arisen, and success would have been more probable. The odds against Barlow were so great that his task was one where failure was almost inevitable.

4. Gallipolis Papers, op. cit., I, 128.

Barlow was supposed to work in connection with agents in Holland, but ere long they proved more of a hindrance than help, if we are to trust his opinion. These agents were then, at least partially engaged in speculating for their own account in American securities.⁵

For ten months (and ten long ones they were) Barlow worked alone in Paris and accomplished almost nothing. So far, failure and discouragement were his reward, besides being out his time, trouble, and £500 sterling. No land of any account had been sold, and he was on the verge of giving up and returning to America, (from later developments this would have been the wise thing to do) when a chance acquaintance changed the whole affair.⁶

In Paris at this time, there was a Colonel Blackden from Massachusetts, who was negotiating a sale of lands in Kentucky. Possibly the similarity of their business brought them together. Barlow on becoming acquainted with him, described him as being honest, candid and generous. Before their friendship had progressed very far, a third character appeared on the scene, a William Playfair, who was presented to Barlow as a close friend. For some unknown reason Blackden offered apologies for his departure, and left the "honorable gentleman," in company with the Sciote agent. True to form, Barlow accepted whole-heartedly Mr. Playfair

5. Barlow to Benjamin Walker, December 21, 1795, ibid., p. 141.

6. Ibid., p. 141.

into his confidence and gave vent to this feeling that had been accumulating for some time.

William Playfair, an Englishman, had spent a great deal of time in France and had recently established himself in business in Paris. His long sojourn there, had given him a perfect command of the French language and made him quite familiar with the French ways and customs. With these, and a pleasing disposition, Barlow saw in him a man needed to help dispose of the Scioto land. With these facts in mind, Playfair's aid was eagerly sought. Likewise was the position of assistant to Barlow as eagerly desired by Playfair, because he saw in this scheme a good chance to fill his pockets with French gold that had thus far evaded him.

After some little bargaining, the "employer" and his prospective "assistant," came to terms and entered into a partnership. By the terms of the agreement for partnership, Playfair was to receive a one-thirtieth interest in the Sciota speculation on the condition that he would render his best services.⁷

Scheme after scheme was fabricated by the partners to facilitate their project. Barlow had long hoped that a strictly foreign company could be established for the purpose of contracting for a definite acreage. He reasoned that if the same came about, sufficient funds could be obtained to liquidate the entire indebtedness of the parent company, and if a loss was incurred few Americans would suffer. Likewise

7. Barlow to Benjamin Walker, December 21, 1795, ibid., p. 141.

did he believe that with the backing of a local (foreign) company, clients could be obtained more easily.

On August 3, 1789, as a result of Barlow's ideas and Playfair's efforts, the Compagnie du Scioto, was formed in Paris. Our information concerning this French Company of the Scioto is derived almost wholly from the letters of Barlow, the Act of Formation of the Company, and from the Bill of Sale passed between the company and Barlow, acting as agent for the Scioto Associates in America.⁸ The preamble to the Act of Formation, stated that Mr. Joel Barlow had been sent to France for the purpose of selling some 3,000,000 acres or arpens of land situated in America between the rivers Ohio and Scioto. As a single individual would have trouble in concluding all operations connected with such a large undertaking, and as a company could develop this land more successfully,⁹ one had been formed.

This new company was composed of the eight following men: M. Louis Marthe, Marquis of Gouy D'Arsy, Chevalier, High Bailiff of the Sword, Lieutenant General, member of the National Assembly, etc.; M. Claude Odille Joseph Barond, Esq.; M. Antoine St. Didier, Merchant in Paris; M. Francois Noel Meheas, Comptroller of the Pay Office of the Domain of the King; M. Guilbert, Merchant in Paris; M. Guillaume Louis Joseph, Chevalier de Coquelin; M. William Playfair; and M. Joel Barlow. These men associated themselves together

8. Barlow to Benjamin Walker, December 21, 1795, ibid., III, 47.

9. Ibid., 47.

to make the purchase of the 3,000,000 acres and to improve
 and resell the same.¹⁰

By this company, 8000 shares were created with a value of 1000 livres each. These shares were drawn in the names of their holders and not made payable to bearer. They could, however, be negotiated by an endorsement, in the name of, and to the profit of the purchaser, who, on his side, was bound to have himself registered at the bureau of the company of a shareholder not later than ten months after the endorsement had been made. It was expressly stated that the endorsement of a share gave to the purchaser no recourse of guarantee against the preceding endorsers. By Article IV of the Act of Formation, two of the associates, Barlow and Maheas, were given charge of the sales. Article V provided that immediately after the signing of the contract, measures were to be taken to give title to shareholders who desired possession of land.¹¹

M. Seline, a Paris banker, was to act as cashier. It was his duty to keep a record of the sales as well as a list of receipts and disbursements of the company. The funds were to be kept in his private bank. It is indeed significant to note that Playfair was given the office of controller of the funds of the company, subject to the approval of two of the other associates. This was, of course,

10. Barlow to Benjamin Walker, December 21, 1795, ibid., III, p. 48, A.

11. Act of Formation, ibid., p. 48.

only a safeguard in name. Although there is no actual record to prove the idea, but it is believed from various sources due primarily to their close business connections that Playfair and Seline worked hand in hand to defraud the public.

The clause in the Act, which had to do with the disposition of the Company's money, is particularly interesting. It provided that two-thirds of the sums that were derived from the payments for shares, and three-fourths of the amount arising from the sale of lands to non-shareholders, were to be applied to the liquidation of obligations due the United States Government (for Scioto land purchase) and the Compagnie du Scioto (for borrowed money). The remainder of the money was to be expended on clearing and improving the land, and for the actual operating expenses of the company. After these exactions were taken care of, the profits (if there were any) that remained in the company's treasury on April 1, 1792, were to be divided among the shareholders of the company on the basis of hold-
12
ings.

Some three months after the formation of the Compagnie du Scioto, a bill of sale was drafted and passed between it and Barlow. This paper recorded the sale of the French company, of the Scioto tract, with no deductions made for
13
the reservations ordered by Congress. The price agreed

12. Act of Formation, ibid., p. 49.

13. Appendix IV.

14

upon was six "livres tournois per acre. The entire sum amounted to 18,000,000 livres. Payments equalling this amount were to be made at regular intervals from the date of sale to April, 1794.

The French company was empowered to try to resell all, or a part of the acreage, before the time fixed for final payment. The company was, however, to relinquish to Barlow the agreements of the sub-purchasers. These were to be held by him until the company had fulfilled its obligations to the American Associates, or until it had paid to him the full value of the agreements. To this Bill of Sale were affixed the names of the eight members of the Compagnie du Scioto. Barlow, Playfair, and Soisson were jointly and severally empowered to resell all or a part of the land, and they were to act in all matters concerning the company, according to the best of their ability.

The idea behind this whole paper transaction was to impress the French public that instead of dealing with a single unknown individual, they now had a reliable company, composed of well known persons with whom they could deal. Probably the only person who took the affair seriously was Barlow. To the rest it was only a blind to fool the public. Perhaps one of the most interesting facts in the organization of the French company was the placing of Playfair and Soisson in a position to receive the money from sub-sales.

On November 29, 1789, Barlow wrote to Duer explaining

14. So called because first coined by City of Tours. Equal to about one franc.

in detail the formation of the company. He stressed the need of energetic work in America by the Associates, for the success of the whole enterprise, would depend upon the nature of the reception given the French emigrants who would probably sail from Havre in February. Suggestions were made that at least 100 cabins should be built in the western country for the emigrants. If this first group was satisfied, the reward to the Associates would be correspondingly great.

His assumption was based on the hopes that the reception of the first contingent would be so favorable that within eighteen months at least 20,000 other European colonists would be enroute to America. Barlow further suggested, in order that the emigrants might be assured a title to their lands, Congress should be persuaded to allow the Scioto Associates more than pre-emption rights for the first land sold to the emigrants.

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From this letter to Duer, it can be seen that public interest had risen to such a height in France that a great deal of land was being sold. This of course was partly due to the local conditions. The French people felt the storm of the impending Revolution, and, being anxious to escape its dangers, saw in the offer of the Compagnie due Scioto a means of evading it. America, due to its political liberties, had long been considered an ideal country by the French. There is little wonder that they wanted to exchange

their native land for one where taxation had been reduced to the minimum and where each citizen was allowed a voice in government.

Perhaps of all the publications of the Compagnie du Scioto that influenced the French people, the "Prospectus pour l'establishement sur les rivieres d'Ohio et de Scioto en Amerique," stands out above all. ¹⁶ This "Prospectus" portrayed the Scioto lands as a terrestrial paradise where one could exist for scarcely nothing, and yet with a little effort become wealthy. It described the land and stressed the importance of settling in a country where they would have an important part in developing and organizing it to their own wishes. It further described the advantages of living under a government that possessed such a fine character. The project, according to the "Prospectus," was almost sure of success because it was exposed to "none of those events which the plans of men usually are." The furtherance of agriculture was affirmed as the most certain and lasting means of gain. Incidental mention was given to the profits to be derived from fur trading, and from the mines, of which there was an abundance. Game abounded in plenty, and the grassy plains would support all the stock they might care to own. Another feature was that by act of Congress, the territory was soon to be divided into states, and the Scioto lands would be in the center of one of these, where certain sections would be reserved for school and

16. Prospectus, ibid.

religious purposes. Being such a perfect haven, the settlers would soon pay for their land from profits, and then "surcease from all sorrow" would be their reward. In closing, the "Prospectus" told how the Ohio Company with its successful settlements, was ready to aid and assist them in starting their settlement.¹⁷

It is quite evident that the "Prospectus" was well written, even though the things told were greatly exaggerated. Of course no mention was made that they were buying only pre-emption rights, and that the lone rude settlement of Marietta and a few scattered clearings were the successful settlements of the Ohio Company.

But as it was, the French, ever excitable and gullible, made no inquiries, and hastened to assure their future, as they thought, by buying these lands. Land speculation became all the rage and both rich and poor fell prey to this carefully laid plan. The offices of the Compagnie du Scioto were thronged with eager purchasers, who received for their money worthless deeds from Playfair and Scissons. These deeds, in accordance with the maps displayed, which were drawn largely from imagination, and exhibited in the company's office, represented the lands sold to be in the eighteen range of townships.

Barlow, being elated over these sales, immediately wrote to Duer telling him of their successful negotiations. By December he was in such high spirits that the American prin-

17. Prospectus, ibid.

cipals were informed that soon money enough would be in their hands to make the first payment to Congress. Complaints were made to Duer that necessary information concerning surveys, disposition of the savages and progress of the company in America had not been received by him. Barlow in his letter asked Duer, "How can they have confidence in an agent who has not heard from his home concern in two
18
years?"

It really seems that Duer was at fault in not keeping Barlow informed of the state of affairs in America. On the other hand, Barlow should have paid closer attention to Playfair and Swissons, for these two, left to their own devices, were indeed a dangerous pair. Here again is shown Barlow's trusting nature, and again the fact is brought to our minds that he had at heart the good of the Scioto Associates and had no intention of trickery in dealing with the French.

By the last of January, 1790, sales having continued to be brisk, Barlow informed Duer to draw on him for 100,000 liures. He was again greatly worried lest the French emigrants, who were sailing soon for Alexandria, Virginia, should find out that only pre-emption rights had been purchased. The admonishment was again extended on the subject of a favorable reception to these emigrants. Duer was urged to make any necessary sacrifice in raising money to pay Congress. If necessary, it was suggested that a sum

18. Barlow to Duer, 1789, MS, ibid., I, p. 134.

of money sufficiently large to insure a good title be borrowed, and Barlow pledged his word as an honest man for the return of it. So intensely interested was he, that in closing his letter, Duer was authorized to draw another 100,000¹⁹ liures.

The French public had allowed themselves to be easily duped at first, but due to some unknown investigators, who started rumors, the Compagnie du Scioto soon began to suffer. By the end of February, 1790, enthusiasm had cooled rapidly, and the public almost immediately displayed signs of distrust toward the company and its schemes. To make matters worse for the company, caricatures of crowds struggling frenziedly for the privilege of buying rocky deserts and imaginary acres, began to be exhibited in Paris. At the same time pamphlets and newspaper articles appeared denouncing the Scioto Associates in Paris, as swindlers of the worst sort.²⁰ The public, which had been so gullible at first, became so intensely inflamed against the company that threats were made to burn the offices and destroy the persons responsible for having lured the French away. One newspaper had the following article:

The plan for establishing a colony on the banks of the Scioto River in America is turning the heads of the people in Paris. Even the women are selling all they possess to buy 100 acres on the Scioto. The French are not suited to be colonists. Thousands have already perished

19. Barlow to Duer, 1789, MS, ibid., I, p. 135.

20. Barlow to Benjamin Walker, Dec. 1795, MS, ibid., p. 141.

on the Mississippi and St. Lawrence Rivers. It is no longer necessary to leave France to enjoy the fruits of liberty."²¹

Almost as seriously as from this uproar without, the company suffered on the inside from a lack of honesty and confidence. And practically at the same time, Maheas, a leading spirit of the company, either on account of delinquency in office or because of his political opinions, was compelled to flee the country. Due to all of these causes, sales almost entirely ceased, and it was thought best to dissolve the company. This was done privately, and as a result the Compagnie du Scioto, was declared at an end. Once Barlow became the sole agent for the sale of the Scioto pre-emption rights, and the way was opened for a new company. ²²

21. Moniteur, (Paris, France); Mar. 6, 1790.

22. Gallipolis Papers, op. cit., p.142.

CHAPTER III

FAILURE OF THE SCIOTO SPECULATION

When Cutler and Sargent made their original purchase from Congress, neither the survey of the western country had not been completed nor the exact location of the boundary between the Ohio and the Scioto tracts was not known. With the survey completed by 1789, it was learned that the western boundary of the seventeenth range of townships, would intersect the Ohio River some distance west of the mouth of the Great Kanawha River. Barlow, being ignorant of this fact, had told the French that their lands were in the eighteenth range of townships and that the first town would be built opposite the mouth of the Great Kanawha River. This site now actually belonged to the Ohio Company.

By the spring of 1790, the Ohio Company was in desperate financial straits to meet its payments to Congress. With the outlook of the Scioto Company somewhat deplorable, General Rufus Putnam came forward with a proposal that seemed beneficial to both companies. By this plan the Scioto Associates were to purchase from the Ohio Company, the latter's forfeited shares--the number having been fixed at 148--and locate the land represented at a point opposite the mouth of the Great Kanawha. In consideration of this, the Scioto Company would release to the Ohio Company its pre-emption rights to the land lying immediately north of the Ohio Company's tract. (This land had not been included in Barlow's

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sale to the Paris Company).¹ In doing this the Scioto Company would be able to fulfill the agreements made by Barlow to the French emigrants.

For the money necessary to complete this plan, Duer was to follow Barlow's directions, and draw on him for the money which was alleged "would be ready." With this amount, the Ohio Company then could pay to Congress the amount due. Thus both companies would be saved any undue humiliation.

On April 23, 1790, a formal agreement was entered into by representatives of both companies for the purpose of making this transaction. The Scioto Associates were so certain their agreement would be carried out, and the land opposite the mouth of the Great Kanawha would be theirs, that their agent, Putnam, had a number of log huts built on the site.² This plan came to naught when Duer's drafts on Barlow were returned unpaid.³ This, of course, was a tacit acknowledgment that the Scioto Company in Paris was bankrupt.

Barlow never gave reasons for the non-payment of these drafts. The most reasonable explanation would be, that Playfair and Soissons had stolen the money which Barlow had supposed in the coffers of the Scioto Company in Paris. If such were the case, the question arises, why did not Barlow immediately charge his sub-agents with knowledge of the fact

1. Gallipolis Papers, III, B, p.59.

2. Ibid, I, p. 151.

3. Ibid, p. 121.

of their misdoings? That he failed to do so, and knowing that the money was gone, is the only reason we can find to really doubt Barlow's honesty in the entire affair.

Upon the return of Duer's unhonored drafts there was no ready money available, so the Scioto Company's bargain with the Ohio Company lapsed. With this failure, the last hopes of the Scioto Company to fulfill its engagements and make a successful speculation faded away. Duer, however, did not lose heart, even though this was a severe blow, for he was determined to continue his efforts.⁴

In January, 1790, the contract of the Scioto Company in Paris was given up, due to the failure of that company to make its first payment. This failure was not made public until sometime later when a new company was formed. The informal transaction, on which the new agreement was based, took place in March 1790. This was soon after the departure of the first emigrants to America.⁵

The new company was composed, formally at least, of Francois M. J. de Barth, on his own behalf and that of his father who was in America, Marc Anthony Coquet, Louis Philippe Douvalette and William Playfair. In the act of formation this company was termed the Company of the Scioto, but to the unsuspecting public a more magnetic name, the De Barth-Coquet Company, was given. The profits and losses of the predecessor company were divided into 100 shares. Of these, the

4. Gallipolis Papers, I, B, p. 121.

5. Barlow to Walker, Dec. 21, 1790, ibid., p. 139.

de Barths took fifty, Coquet and Douvalette ten each, and Playfair took the remaining thirty. Barlow entered into a new contract with this company which later on caused the severance of his relations with Duer and the Scioto Associates.⁶

Barlow made a new sale of his pre-emption rights to the De Barth-Coquet Company, on July 22, 1790. The agreement between the two parties provided that the amount of the sub-sales previously made by the Scioto Company of Paris, should be turned over to the new company. One tenth of the said values, however, were to be retained by Barlow to pay for the office expenses of the former company. The new company was to pay the American Scioto Associates the money due them, but the method of concluding the transaction was somewhat peculiar. The Scioto Associates in America were to receive for their pre-emption rights a percentage of fifteen sous on each acre resold by the De Barth Company. This allotment, however, was not to be paid until the sub-sales amounted to 300,000 acres. From past experience this placed the payment far in the future.⁷

Duer, as well as the other Scioto Associates in America, was very displeased at this last move of Barlow's. Putnam, upon hearing of the deal, immediately wrote Duer a very spirited letter, in which he called Barlow a "deep-dyed villian, if I understand the true meaning of his latest

6. Ibid., III, A. p. 244.

7. Ibid., p. 228.

bargain." Putnam also urged Duer not to endorse this latest move of Barlow's, for to do so would mean ruin to them all. He feared the new company would sell the river front the first of all, leaving the back lands which might never be sold, and the consequences might be that the De Barth-Coquet Company would never sell enough to warrant their paying the American Associates. Putnam's opinions were likewise shared by the other associates.⁸ The repudiation of Barlow, however, was not to be easy, because he was the regular accredited agent of the Scioto Associates and had been empowered to do as he thought best.⁹

Because of so much dissension, Colonel Benjamin Walker was dispatched to Paris to investigate the affairs of the Scioto Company, to act as joint agent with Barlow, and, if necessary, to supercede Barlow as agent. He was instructed to act with the utmost delicacy and discretion. His commission was not to be made public unless the state of affairs in Paris so warranted.¹⁰ Prior to this selection of Walker, Duer had, in a letter to Barlow, November 24, 1790, expressed surprise and chagrin that his drafts had not been honored. At the same time he was charged in no uncertain language with neglecting his business and with bad faith.¹¹

8. Putnam to Duer, ibid., I, p. 161.

9. Ibid., III, C, p. 99.

10. Ibid., I, p. 144.

11. Ibid., p. 149.

In December, 1790, Walker arrived in Paris. Barlow appeared very glad to see him, and expressed his delight that he was to receive aid in straightening out the affairs of the company in Paris. Upon Walker's arrival, Playfair wrote Duer a long specious letter, in which he declared that only 143,000 acres had been sold, but he offered not one word of explanation as to what had happened to the money. His best excuse, as to Duer's charge that no account of sales had been sent to America, was that he had supposed Barlow was attending to that part of the business, and he hated to criticize his superior in any way. Barlow according to his correspondence did send a full account of those sales to Cutler and Sargent. But what became of them if he did? There is a possibility that these accounts were lost, or that the addressee received them and failed to inform Duer, or that Duer, for certain reasons did not want to acknowledge their content.

Walker spent a great amount of time in investigation, but even his most strenuous efforts failed to reveal any of the money which had been paid in by the French. After this careful investigation, he completely exonerated Barlow from any intentional wrong doing. Walker took opportunity at this time to warn the public, by advertisements appearing in the principal cities of France, not to buy any lands from Playfair, who, for his own safety mysteriously disappeared

12. Ibid., p. 139.

13. Ibid., p. 149.

at this time.

At this time Walker selected two Frenchmen, Rochefontaine and Duportaille, to help him form another company, with the idea of purchasing a smaller tract than the Scioto one. With this thought in mind that something might yet be made of the speculation, he returned to America in May, 1791, leaving Rochefontaine in charge of the affairs. There was little chance for this new enterprise to succeed, for the Revolutionary troubles were steadily growing worse. In December, 1791, Duportaille, who was Minister of War, was publicly denounced in the Assembly, and forced to resign. Soon afterwards both he and Rochefontaine in order to save their heads, were enroute to America.

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Such was the end of the Scioto Company in Paris. Barlow took no part in its affairs after Walker arrived in Paris. He had spent much time, labor, and money at this thankless task of playing a losing game. It was with great eagerness that the whole affair was abandoned. What was now left of this spectacular scheme, was a group of French emigrants on the banks of the Ohio, and their history is one of the saddest features in the mismanaged affair.

In the spring of 1792, Duer failed in business and was imprisoned for debt. About the same time his confederates Royal Flint, Andrew Craigie, and Colonel Platt met a similar fate. This was a bad business year, however, and it will

14. Ibid., p. 139.

15. Ibid., p. 177.

never be known whether or not their failures were due to the Scioto Speculation or to bad business conditions. Of all the Scioto Associates, Duer probably suffered the most. ¹⁶

16. Ibid., pp. 177 ff.

CHAPTER IV

COLLAPSE OF THE SCIOTO SPECULATION

The efforts of the Scioto Company in Paris had not been a total failure for approximately 150,000 acres had been disposed of.¹ The purchasers had trusted implicitly in the representations made by Joel Barlow, and believed the deeds in their possession entitled them to the land described therein. They little realized that their titles were not valid. Still worse for them, but unknown, was the fact that these lands actually belonged to the Ohio Company.

Having purchased farms in the New World, which included transportation to them, they were eager to depart for their new homes. So, during the latter part of January, 1790, these supposed landholders, gathered at Havre, France, for embarkation.² They were to be accompanied on their trip by M. Boulogne, the French agent selected by Barlow. M. Boulogne had been instructed to attend especially to the comfort and safety of the emigrants, to encourage them in every possible way, to act as their interpreter, and to see that everything possible was done to keep them quiet and satisfied.³

This body of French people, that had gathered at Havre, was composed of men, women and children who embraced all elements of society. A small number of them were members of the French aristocracy and and belonged to the "French 24"

1. Gallipolis Papers, I, p. 139.

2. Ibid., p. 41.

3. Barlow to Boulogne, Jan. 1, 1790, ibid., p. 155.

(a group of aristocratic purchasers).⁴ The bulk of them, however, were separate and distinct from these few, since they were members of the middle class. Another small group included those who had been engaged to clear and to cultivate the land. Even in advance of a trial it is needless to expect that they would be suited for this task, for most of them had been recruited from the Paris unemployed. To them it was a "wide step," from the easy life of the French capital to the "wilds" of the American West.⁵

During the latter part of February, 1790, after a prolonged delay that was quite dreary, the emigrants set sail for America in five of the small disagreeable packets of that time.⁶ The boats did not sail simultaneously from Havre, so their arrival in America was spread over a period of several days. The first boat to arrive, landed at Alexandria, Virginia, May 1, 1790; the others landed at other ports, from whence they proceeded to Alexandria.⁷

The reception given the immigrants upon their arrival, was satisfactory in every way except one. There was no agent of the Scioto Company to meet them as they had expected. This was purely a mistake, because Duer had sent Colonel David Franks of New York to Alexandria for this purpose.

4. Appendix II

5. Gallipolis Papers, op. cit., p. 171.

6. The names of these vessels were, Recovery, Lady Washington, Nautilus, Penn and Scarborough. Ibid., p. 173.

7. Ibid., p. 135.

But since the immigrants had not arrived on schedule he decided that they had landed elsewhere and returned to New York.⁸ His failure to appreciate the irregular plans of the foreign directors, denied the newcomers a cordial official welcome.

The inhabitants of Alexandria received the French kindly and treated them with every hospitality. But the newcomers were in a strange land with strange customs far from home, and, with a new language to learn, it was but natural for them to be uneasy. They also became more disturbed, when, after a reasonable length of time, they still had heard nothing from the Scioto Company.

The Alexandrians did not know the reason for their presence when the French first arrived. This reason, however, was soon learned. Before long it became "town talk." In a short time the people of Alexandria collected sufficient courage to inform the French settlers that the Scioto Company was a "dead letter," that their titles were not valid and that the task of clearing the land and conquering the savages,⁹ would mean facing death at every step. Upon hearing these statements a wave of despondency swept over the small group. A few lost heart and returned to France, others took steps to establish themselves in Alexandria or Philadelphia, while the greater number resolved to remain firm pending a

8. Ibid., p. 141.

9. Ibid., p. 171.

solution to the problem.

Apparently not satisfied with the bringing of a few scores of aliens into America under grossly misrepresented terms, Duer on March 9, 1790, while in New York, instructed Major Isaac Guiun, a friend, to visit his racial brethern and appease their feelings. This was to be done by him preparatory to their departure for the West. He was to make himself known only to Boulogne, and even the people of Alexandria were not to know the reason for his purchase of supplies. Unfortunately, upon his arrival in Alexandria during the latter part of May, 1790, dissatisfaction and disorder were quite in evidence, and his mission was no longer a secret.¹¹

The French by this time had become incensed. Daily indignation meetings were not uncommon sights. At these they expressed very freely their ideas, on the methods of the Scioto Company. The immigrants had even written President Washington, soliciting his aid and protection.¹² Memorials likewise were sent to Duer. He was asked whether or not he was ready to carry out the promises of the Scioto Company as stated in the "Prospectus."¹³

Upon receipt of these memorials Duer immediately sent

10. Ibid., p. 172.

11. Ibid., p. 155.

12. Appendix VI.

13. Gallipolis Papers, op. cit. 156.

Colonel Franks, again to Alexandria. He was to conclude some agreement with the immigrants, and if possible, to get them enroute to the West. Such a step was necessary, as the immigrants threatened to dissolve all connections with the Scioto Company, unless immediate plans were made for their departure. Major Guion, who was doing his best to keep the immigrants satisfied, reported that something should be done at once.

Unless their long pent up feelings were soothed and some constructive measure offered, it was possible that their radical leaders would cast a serious odium on the entire affair. On the other hand, General Putnam, who was then in the West, wrote that under no conditions were the immigrants to be allowed to come West. The reason for this assertion was, that until another harvest had been gathered, provisions would be too scarce to support them.¹⁴ This left Duer between two fires.

Guion made the decision. He thought it would be wiser to run the risk of a lack of provisions for the sake of getting them out of Alexandria. This choice that Guion made was quite agreeable to the French and had the desired effect. The plan was to separate them into two groups for then they would be less able to create a disturbance against the company.¹⁵ It was fully a month though, before the first party

14. Ibid., p. 156.

15. Ibid., p. 159.

left.

In the meantime Colonel Franks had arrived and had begun negotiating for terms with the immigrants. By June 18, 1790, an agreement was concluded between the two groups. The terms were: the board of the immigrants, while at Alexandria, was to be paid at the rate of two shillings per day; the company was to convey to the Ohio Country the baggage of the immigrants, but a board was to be appointed to decide upon what really constituted baggage;¹⁶ they were to be allowed an extra year in which to make the second payment on their lands; each purchaser was to be given, in addition to one town lot, one four-acre tract out from town; and lastly, the company promised to placate the Indians with a present of \$500 worth of goods.¹⁷ After the proper signatures, (representating the immigrants and the company) had been affixed to this agreement, final preparations were made for the departure.

To make the trip more successful, General Putnam dispatched Mr. James Backus, who had been one of the first settlers in Marietta, to meet Guion on his way westward. He left the Ohio country in early June and on his way east, purchased provisions for the expected immigrants, contracted for accommodations and rented wagons at various points on the route. Backus went the entire distance to Alexandria, because final preparation had been slower than expected. Fi-

16. This condition was made since it was feared that some of the French would seize this opportunity to get conveyed a large amount of merchandise, with the idea of selling it at a profit.

17. Gallipolis Papers, III, A, p. 114.

nally, on June 29, 1790, the first group of immigrants left Alexandria, followed in about three weeks by the remainder of those who desired to go West.¹⁸

The hardships of the journey of the immigrants from Alexandria to the Western country did not improve their tempers or spirits. Trips over the mountains and down the rivers at that time were fatiguing to pioneer men, so to these people, fresh from Paris, it was extremely wearisome. Native wagons, the means of conveyance used for the first stage of the journey, proved very uncomfortable. The discomfort of the travelers was further increased because the summer of 1790 was extremely hot and sultry.¹⁹

The provisions and accommodations for the immigrants, that had been previously arranged, were not always forthcoming. Had it not been for General Putnam, coming to their aid by using his own credit, the immigrants might have gone hungry.²⁰ Often the immigrants purchased things, but in doing this, they were always charged an exorbitant price.

At every point delay and discomfort awaited these prospective settlers. Arriving at Buffalo Creek, Pennsylvania, they were obliged to wait until a sufficient number of boats had been collected to convey them down the Ohio. The trip down that stream was uneventful, save for the occasional

18. Ibid., p. 118.

19. Ibid.

20. Putnam to Duer, Sept. 7, 1790, ibid., I, 159.

grounding of one of the "arks" on which they traveled.

Throughout this whole disagreeable journey, the immigrants often became discourages, but they ever kept in mind, those rosy ideas of the Scioto country that had been indellibly planted, by the agents in Paris. ²² They believed that once they were located on this land, their troubles would be at an end. In this dream disappointment was soon their fate. About the middle of October when their destination was at last reached, they discovered that their troubles had just begun.

In preparing this location for the immigrants, General Putnam had, in March, 1790, employed Major John Burnham of Massachusetts. Burnham enlisted approximately fifty young men for a period of six months, and with them proceeded to Chickamauga Creek, a small stream flowing into the Ohio about three miles below the mouth of the Great Kanawha. Upon this site they cleared land, constructed four block houses, several log huts, and made them ready for occupancy, upon ²³ the arrival of the French immigrants.

The new town was ready for occupancy upon their arrival, but in appearance it was far from beautiful or pretentious. The dreams of a beautiful town in the West, were quickly dispelled. This town, which was a reality now, consisted of two rows of log cabins, each row being some 300

21. Nickname conferred on the clumsy flatboats used in navigating the Ohio at this time.

22. Appendix V.

23. Gallipolis Papers, op. cit., 160.

feet in length. At intervals of a 100 feet, spaces had been left between the huts for cross streets, and at each corner of the rectangle formed by the whole, blockhouses had been erected. The town was on a high bank, but the site was not a healthy one, for behind it the ground was low and marshy. This was caused by a muddy little creek, which usually over-²⁴flowed during the heavy spring and fall rains.

Upon arriving at their destination, the immigrants were assigned cabins and immediately took possession. Serious thoughts were cast aside for the time being and a celebration took place, during which they christened their new town, Gallipolis, (which means city of the French). Their position, however, demanded seriousness, so gayety was soon forgotten. After settling in their cabins, the question of provisions was foremost.

The company had promised to provide them until their first crop was raised, but food was costly and the slim resources of the Scioto Company, did not last long after the colonists arrived. As a matter of fact, the private purses of Duer and Putnam paid for all the provisions given to the settlers. A store was later established by Duer at Gallipolis, which dispensed supplies at various times. This arrangement was discontinued after a few months, and the²⁵ French were left to care for themselves.

24. Ibid., 161.

25. Ibid., 163.

The French were not at this time in a position to supply their own food wants. Very few had been trained to farm, and those who had, were not accustomed to the type of farming necessary here in America. They did manage to cultivate a few gardens and plant a number of grapevines. With both of these they were quite successful. In time the gardens supplied almost all that was needed for sustenance. During the first two winters, however, they had to depend on outside sources for help. At times they actually suffered from lack of food, but with the help of some hunters among Burnham's men, they managed to pull through.

The French at first had no trouble whatever with the Indians. But in the spring of 1791 when St. Clair was seeking volunteers for an Indian campaign some of them joined the expedition. As the campaign proved to be a farce an unfriendly attitude was taken by the Indians toward the new trespassers. After this, under the direction of General Putnam, located at Marietta, their men were divided into sections of ten each, whose duty it was to patrol the district surrounding the town. This organization was kept up until the victory of Wayne 1794.²⁶

The French colony was seriously hampered by the knowledge that the land on which their village stood did not belong to them, but to the Ohio Company. Many of the settlers, fearing that a clear title would never be theirs, left for

26. Ibid., p. 177.

various places. Some went to the eastern cities, others to Kentucky, and a few even went to New Orleans. It was not long until only a remnant of the original settlers was left at Gallipolis.²⁷ Those who did remain took little interest in improving the land. Most of them were fearful that a valid title would never be theirs.

In the fall of 1793, M. Gervais, one of the settlers, undertook to make an effort to right the wrong done to his fellow countrymen. He discussed the situation with P. S. Duponceau, a French lawyer of eminence in Philadelphia, and together they prepared a petition to Congress, asking for a grant of land. In consideration of such a grant, if made, the French would cede to the United States, all their claims on the Scioto and Ohio Companies. This petition was referred by the Senate to William Bradford, the Attorney-General.²⁸

On March 24, 1794, the Attorney-General made his report.²⁹ He stated that in his opinion the original right of purchase of the whole tract included in the Ohio Company's and Scioto Company's contracts, was vested exclusively with the former company. If that company had been a party to the sales in Europe, or if a deed for the site of Gallipolis had been passed between Duer and his associates conveying possession, then the French settlers had a claim against the Ohio Company. From documents it was impossible to establish either

27. Ibid., p. 181.

28. Ibid., p. 131.

29. American State Papers, Public Lands, 1794, I, 23.

one of these suppositions.

Nevertheless, the Senate passed a bill, summoning the directors of the Ohio Company to show cause why so much of their own grant, as would be sufficient to satisfy the claims of the French, should not be null and void.³⁰ The Senate by this act was conveyed into a court of justice, which adjudged the Ohio Company responsible for the misfortune of the French, and liable for the loss of their lands. While this gesture on behalf of the upper house of our Congress was honorable, the directors of the Ohio Company ignored the summons, and as the leaders in the upper house were not sure of their prerogative, proceeded no further for a time. The issue, nevertheless continued to haunt many would-be political leaders, so on March 3, 1795, Congress after much debate, made a grant of 24,000 acres, in what is now Scioto County, some miles distant from Gallipolis, to the French immigrants.³¹ According to this act all settlers over eighteen years of age, who would be in Gallipolis on November 1, 1795, were to share equally in 20,000 acres of the grant. 4,000 acres were granted to M. Gervais, in recognition of his services. This entire grant was not to interfere with the right of action which the immigrants had against the Ohio or Scioto Companies.

The equitable division of the land given was placed under

30. Annals of Congress, May 17, 1794, II, 106.

31. Gallipolis Papers, op. cit., p. 177.

the supervision of General Putnam. In the spring of 1796 the French drew lots for their respective allotments. Very few of those who drew for this land ever moved to them. The greater part of this grant was sold by them to settlers from the eastern states at a very nominal price. In time this land became a Yankee settlement interspersed with a few French settlers.

32

The French, who did settle in this tract, had by this time learned American ways. They knew how to clear land and their farms were soon as productive as any in the West. But for the occasional use of the French tongue, the grant could not be distinguished from the average American settlement.

The site of Gallipolis, and the adjacent land still belonged to the Ohio Company. In December, 1795, this company held a meeting at Marietta to make a final settlement of its affairs. A committee from Gallipolis attended and made a request that the site of their town be given to them. This of course was refused, but the Ohio Company consented to sell this land to them for \$1.25 an acre.

33

The French were thus given the opportunity of buying their land twice. Their outcome was not as deplorable as it may seem. Besides having been granted lands by Congress, the Ohio Company some time later, invited them to share in the Donation Tract on the Muskingum River, which amounted

32. Ibid., 121.

33. Ibid., p. 129.

to a distribution of about 100 acres per family.

It is true the French immigrants lost some money, some of their polished European manners and customs, experienced many hardships--not unusual for the average pioneer--but in lieu of this they certainly had no lack of land if they cared to avail themselves of their final awards.

The distribution of the Donation Tract closed the negotiations of the French with the Ohio Company. The final episode to the gigantic land bubble, the Scioto Speculation, had been closed. Unpleasant as the motives were, that prompted its fabrication, the United States with a plethora of land and few settlers, in time appeased the wounded feelings of the subjects of Louis XVI, and expedited the trek of impecunious land-loving folk into the virgin lands of the Upper Ohio Valley. Few exploits in the settlement of the West, carry a more lustful incentive than the Scioto Speculation. But bankruptcy, disgrace and blasted political plans, came to those who would prey on the uneducated unsophisticated alien.

APPENDIX I

WHO CONSTITUTED THE SCIOTO COMPANY?

The following is taken verbatim from T. T. Belote's "A Study in Ohio Valley History," which appeared in the University Studies, published at the University of Cincinnati, Cincinnati, Ohio, in the September-October, 1907, issue.

The composition of the Scioto has long remained something of a mystery. It has been generally understood that Colonel William Duer was the head of the organization, but much further than that it is difficult to go. It is known that Duer made the statement that for the most part, members of the Scioto Company were those who had been influential in the formation of the Ohio Company and others who were influential in the legislative and executive branches of our government at that time. There is also evidence that Manasseh Cutler was closely connected with the Scioto Associates. For had he not been it is hardly possible that he would have taken such an interest in the selection of Royal Flint for the mission of the company to Europe and then when Flint was unable to go as a result of sickness he gave his approval to the selection of Joel Barlow.

We find in a letter of Cutler's to Mr. Platt, this significant statement, "The sickness of Mr. Flint I conceive to be extremely unfortunate. Mr. Barlow is the only man within my knowledge that can be obtained to whom I should feel myself willing to entrust to our business." This letter was dated February 20, 1788. On February 27, 1790, Cutler entered in his diary the following: "Scioto Company met at Wm. Duer's. Just as we were seated we received a letter from Barlow announcing completion of the contract much as we desired."

Royal Flint and Andrew Craigie were both principals of the Company and Joel Barlow became an associate when the Company selected him to go on their mission to Europe, and he accepted. We find in a letter from Flint to General Putnam the following: "You are a proprietor in the Scioto concern and must abide your proportional part in the event of that business." This alone would show the interest of Putnam and supplementary to the above was the fact that he advanced and spent large sums in the interests

of the Scioto Company and he also acted as its agent there.

The transfer of October 1787, from Cutler and Sargent to Duer would lead us to believe that the entire Ohio Company through its agents were implicated in the Scioto affair. The solution of this question hinges on the meaning of the term, "for themselves and associates." Did this mean the same person in both contracts? If so, then the Ohio Associates were responsible for the Scioto speculation as much as were Cutler, Sargent and Duer. It is possible that the word "Associates" in the second contract meant very different persons from what it did in the first contract. It may, in the latter instance, refer to those persons mentioned by Cutler in his diary as interested in the "private speculation," mentioned by him and it may be that these were entirely distinct from the Ohio Associates.

APPENDIX II

"THE COMPANY OF THE TWENTY-FOUR"

The following is taken from the same works as is Appendix I.

In Paris, on June 24, 1790, the Company of the Twenty-Four, was formed and it is this same company that figured in the transaction of the Scioto Company in Paris and afterwards on the Scioto. It was composed of twenty-four French gentlemen. Barlow, Playfair and Svisson were also connected with it. Each associate agreed to purchase from the Scioto Company 1000 acres of land and to provide four laborers whom he was to transport to Havre at his own expense. These, upon reaching America, were to be employed in clearing and cultivating land.

There were two of the "Twenty-Four," that had very far reaching plans. These two were Marquis Marnesis and Count de Barth. It was their idea, that after reaching America, they would found a Catholic colony on the Ohio. Eventually this would grow into a great city with a magnificent cathedral.

The "Twenty-Four," came over in 1790 with the other emigrants, and were very much disappointed at the state of affairs confronting them in America. They took no part in the indignation meetings of the French at Alexandria but conferred with Duer separately and seemed to

have been satisfied with his explanations and plans for the future. They wanted to be considered a distinct and separate group.

On their arrival in the West the "Twenty-Four," were much put out that their lands had not already been surveyed and they objected to the homes they were to occupy. They felt as though their homes should be of a better and more spacious build than those occupied by the rank and file of the emigrants. General Putnam apologized to the gentlemen of the "Twenty-Four," for both of these unfortunate circumstances and advised them to look around before deciding on a site for their city, which they wanted understood was to be quite separate and distinct from the town of the emigrants.

The "Twenty-Four" made a tour of exploration down the river soon after their arrival at Gallipolis and were charmed with the country but due to circumstances their plans never materialized. The majority of them remained with the emigrants and some became leading and respected citizens.

APPENDIX III

COPY OF A TRANSFER OF LAND FROM CUTLER AND SARGENT
TO
COLONEL WILLIAM DUER, NOVEMBER 1787

Whereas by the resolves of Congress of the 23rd and 27th of July last, the Reverend Manasseh Cutler and Major Winthrop Sargent for themselves and associates procured the right of pre-emption of a certain tract of the Western Territory of the United States bounded as follows, viz: "A tract of land bounded by the Ohio River from the mouth of the Sciota River to the intersection of the western boundary of the seventh range of townships then surveying; thence by the said boundary to the northern boundary of the tenth township from the Ohio, thence by a due west line to the Scioto, thence by the Scioto to the beginning." And whereas in pursuance of the Said Resolves the Said Manasseh Cutler and Winthrop Sargent have on the 27th of October, instant, entered into a contract with the honorable, the Board of Treasury of the United States, as Agents for the Directors of the Ohio Company of associates for the purchase of a certain portion of the above described Tract of Land, bounded as follows: "Beginning at the place where the Western Boundary Line of the seventh Range of Townships laid out by the authority of Congress,

intersects the Ohio and extending thence along that River westerly to the place where the western line of the seventeenth Range of Townships to be laid out according to the Land ordinance of the 20th day of May one thousand seven hundred and eighty-five, would intersect the Said River and extending thence northerly upon the western boundary line of the seventeenth Range of Townships, so far as that line drawn due East, to the western boundary Line of the Said seventh Range of Townships will with the other lines of the Said described Tract include one million and a half acres of Land, exclusive of certain reservations as specified in the Deed." And whereas the Residue of the General Tract as described in the act of Congress of the 23rd of July last, remains wholly unappropriated and is subject to the disposal of the Said Manasseh Cutler and Winthrop Sargent, who have accordingly entered into a contract for the purchase of the same on the 27th day of October Instant with the Honorable Board of Treasury of the United States, describing in the Said Contract the Boundaries of the Said Tract in the manner following to wit: "Beginning at the mouth of the Scioto on the Eastern Side thereof, thence running along the Ohio to the place where the Western Boundary Line of the seventeenth Range of Townships, to be laid out according to the Land Ordinance of Congress of the 20th of May 1785: will touch the said River, thence running northerly on the Western Boundary Line of the Said seventeenth Range of Townships as far as the western line of the said Tract so as aforesaid contracted for by the Said Manasseh Cutler and Winthrop Sargent as Agents for the Directors of the Ohio Company and their associates shall or may extend thence due East to the Western Boundary Line of the Said seventh Range of Townships, thence along the same to the northern Boundary of the tenth Township from the Ohio, thence due west to the river Scioto, and thence along the Said river to the place of beginning, being the whole of the tract mentioned in the Resolution of Congress of the 23rd of July last, except what is contracted for by the Said Manasseh Cutler and Winthrop Sargent as Agents for the Directors of the Ohio Company, and their associates."

Be it known, that it is this day agreed betwixt the Said Manasseh Cutler and Winthrop Sargent, for themselves and others / their associates, as William Duer of the State of New York for himself and others his associates, that they the said Cutler and Sargent do for themselves and associates, assign and make over to the said William Duer and his associates their heirs and assigns one equal moiety of the tract last described: Provided always that the Prospective Parties to this writing shall be jointly and equally concerned in the disposal of the same either in Europe or America as circumstances will best admit of;

and that they shall share equally in any profit or loss which may accrue in attempting to negotiate the Sale or mortgage of the same, and in paying the purchase due to the United States.

And it is hereby agreed and understood by the parties that the property in the residue of the general Tract, as above described, is to be considered as divided into thirty equal Parts or Shares, of which thirteen Shares are the Property of William Duer, in which he may admit such associates as he may judge proper and thirteen shares are in like manner the property of the Said Manasseh Cutler and Winthrop Sargent: that the other four shares may be disposed of in Europe at the Direction of an Agent to be sent there for the purpose of negotiating a Sale or Loan as above mentioned: and if not disposed of: to be equally divided among the Parties to this writing.

It is further agreed that the said William Duer be and he hereby is fully authorized and empowered to negotiate a Loan on or a Sale of the above Lands in Holland or such other parts of Europe as may be found expedient; with power of appointing an agent to act under him in the said negotiation, agreeably to such instructions as he may receive for such purpose.--Provided always, and it is hereby understood and agreed on betwixt the parties that the Said William Duer shall from time to time (when so required) make known and communicate to the Said Winthrop Sargent and Manasseh Cutler the progress of the Said negotiation and the correspondence and instructions relative thereto, and it is also agreed betwixt the said parties that Royal Flint be and is agreed on by the Said Parties, as the present agent for undertaking the proposed negotiation under the superintendence of the said William Duer; and that if from Death of the said Flint or other circumstances it may be proper to appoint another agent for the purpose above stated, the person so appointed shall be agreed on by the said Manasseh Cutler and Winthrop Sargent and William Duer. And whereas the whole benefit of the Pre-Emption of the Residue of the Land as above described may depend on the punctual payment on the part of the Ohio Company of one moiety of the purchase money of the First tract contracted for in their behalf, it is hereby agreed that the Said William Duer shall (if it be found necessary) advance on the account of the Said contract one hundred thousand Dollars; provided that whatever sum so paid by the Said William Duer shall exceed thirty thousand dollars shall be reimbursed to the said William Duer out of the first monies which the Said Cutler and Sargent may receive for subscriptions.

For the performance of the different covenants in

this agreement the said Manasseh Cutler and Winthrop Sargent and the Said William Duer, bind themselves and their respective Heirs and assigns the one to the other--and in Witness whereof have interchangeably set their hands and seals this twenty-ninth day of October, one thousand, seven hundred and eighty seven.

Witness:--

Manasseh Cutler, On the 26th Nov. In presence of	Manasseh Cutler (Seal)
Edward Harris (Seal)	Winthrop Sargent (Seal)
John West.	

APPENDIX IV

BILL OF SALE

This is the copy of the translation of a copy of the Bill of Sale passed between Joel Barlow as the agent of the Sciota Associates in America and the newly organized Scioto Company in Paris on November 3rd, 1789. This translation was made by Eugene P. Bliss of Cincinnati. It is now in the Gallipolis Papers.

3d Nov. 1789. Before the Counsellors of the King's notaries in the Chatelet of Paris, Undersigned.

Was present Mr. Joel Barlow, Esquire, dwelling ordinarily in the City of Hartford, in the State of Connecticut, one of the Thirteen United States of North America, being at present in Paris lodged in the Hotel d'Angleterre, Rue Traversier St. Honore, Parish of St. Roch, and stipulating in these presents in the name and by virtue of special powers, which he has proved to the purchasers hereinafter named, of Manasseh Cutler, of Major Winthrop Sargent, and William Duer of the City of New York, all three sole proprietors associated in virtue of the grant made by the American Congress of the country wherein is taken the object of the sale hereinafter.

The which Sieur Barlow in the said name and by these presents has sold, ceded and abandoned in full and free ownership and enjoyment, but by no means to take possession and enjoyment thereof except at the times and

in the manner hereinafter stipulated to the Society formed between the said Sieur Barlow and others to the effect of the present purchase under the name and style of the Company of the Scioto, following an act drawn by M. Rameau and associate notaries at Paris, the third of August last accepted, purchasers for the said Society by M. William Playfair, English Engineer dwelling in Paris, Rue Neuve des Petits Champs Parish of St. Roch No. 162 at this present.

The superficial tract of three millions of acres or English arpens to be taken in the land situate between the rivers Ohio and Scioto of North America--beginning from the confluence of the rivers Ohio and Scioto towards the east along the Ohio, as far as the west line of the seventeenth range of townships and its prolongation towards the north upon the said western line of the seventeenth range of townships as far as this line must be prolonged to make the said quantity of three million of acres and from such point to the west as far as the river Scioto, and thence along that river to the place where the boundary shall have begun. To render these bounds more clear and intelligible the parties have produced an engraved copy of the plan, which has been prepared, of the country where is to be taken the tract of these three million acres, following the limits herein above, and the plan wherein this tract is marked in blue, has been annexed to the minutes of these presents after having been seen by the parties, the which has been accepted in the presence of the said endorsers.

However, observing that by the terms of the grant, there is or ought to be in the extent of each township of Six English Square miles, certain lots of land reserved for public schools, or destined for other public purposes according to the order of Congress, it is well understood that these lots of land thus reserved or destined shall not be comprised in the present sale, but that if, deduction being made for these portions, the land which shall remain in the extent above limited shall not make up the above mentioned amount of three millions of acres, what shall be wanting, shall be made up for the good of the society out of the lands situate to the north of the possessions of the Company of the Ohio--and to the amount of the land herein above described.

The price of the present sale has been fixed and agreed at the rate of Six liures Tournois per acre, which makes for the whole three millions of acres at the rate above mentioned the sum of eighteen millions liures Tournois which Messrs. * * * bind themselves and their associates present and future to pay without interest, moreover, at the times hereinafter fixed to wit:

Fifteen hundred thousand liures at the end of December of the present year i. e.-	1,500,000
Fifteen hundred thousand liures at the end of April in the coming year-----	1,500,000
Fifteen hundred thousand liures at the end of said year, 1790-----	1,500,000
Fifteen hundred thousand liures at the end of April, 1791-----	1,500,000
Three million liures at the end of Septem- ber of the same year, 1791-----	3,000,000
Three million more liures at the end of April, 1792-----	3,000,000
Three million more liures at the end of April, 1793-----	3,000,000
Three million more liures at the end of April, 1794-----	3,000,000
Total equal to said price	<u>18,000,000</u>

Notwithstanding the fixing of times, the Society purchasing may anticipate its payments for such portions as it may please, and all their payments shall be made at the choice of the said society, either in ready money or in bills of the United States of America as in that country, thus under the name of its "Domestic Liquidation" the whole comes into the hands of the said Sieur Barlow or of his principals at the treasury of the society or at such other place as shall be arranged by the Sieur Barlow, it being well understood that for what shall be paid of the said price in paper of the nature of that above designated, this paper shall be valued at ninety liures in the hundred, that is to say, that a hundred liures in value of thin paper shall only represent ninety liures silver, and the American dollar in silver shall be counted at five liures five sols.

As soon as and not before the said payments are remitted arising from the price of the present sale, Mr. Barlow binds his principals towards the society purchasing or its assigns to put them in possession and enjoyment of an amount of the three million acres proportionate to the amount of the said payment at the aforesaid rate of six liures Tournois per acre, and these acres thus gradually paid for, shall at first be located on the river Ohio at the east line of the seventeenth Township range to the twentieth range at the west and at the north; following the arrangements marked upon the plats joined to the minutes of these presents, in the order of the remittance proportionately to the payments herein above fixed.

The said society may moreover resell all or a part of the three million acres, before the times herein above fixed for the payment of their price, provided that the said society give up to the Sieur Barlow,

under the title of pledge the agreements of the under purchasers, but the said Sieur Barlow shall give back to the said society these agreements when it shall pay to him their entire value. * * * * *²

Who while approving and confirming the engagements herein above contracted by their co-associates for their society have by these presents appointed for their attorneys, general and special, Mr. Playfair and Mr. Barlow here above named and M. Jean Antoine Chais of Soisson, advocate to the Parliament to whom jointly and severally they have given power to resell all or a part of the said three million acres at the best price, terms or conditions of receiving the price thereof, or to assign it all or in part, and to go out of the society with respect to the principals of the Sieur Barlow, to give for this purpose every acquittance, consent, subrogation and to disseize in consequence the society of its rights of property over the object of resale in favor of their purchasers and generally to do for the ease and accomplishment of the said sale all which the said Sir attorneys appointed shall judge most fit for the advantage of the said society, to substitute in the present powers one or several associates.

And for the execution of these presents the parties have chosen domiciles and names in their dwellings in the aforesaid four places anything to the contrary notwithstanding.

Made and done at Paris and the residence of the parties:

November 3d, 1789, before noon * * * have signed the minutes of these presents remaining M. Fairman one of the notaries above mentioned.

	Signed	Farmain
from Copie:	Signed	F. M. T. De Barth

APPENDIX V

The following is an excerpt from a translation of a letter from one of the French emigrants to the Scioto, and appeared in the Pennsylvania Packet, November 29, 1790. The original letter was dated October 20, 1790.

2. Here follows a partial list of the members of the Society of the Scioto.

An accident having happened to one of our boats, we have put into a small creek on the east side of this great river to repair the damages. I am now writing on the stump of a tree we have just cut down, so that you will not look for elegance or fine sentiment in this letter, which I send you by a young man, a native of Pennsylvania, who is going to New Jersey. We traveled by land from the place of embarkation, and cannot say much in favor of the manners of the inhabitants of the road by which we passed, very few excepted, who paid some attention to us and sold the productions of their farms at a reasonable rate; as to others, they took every advantage, and frequently imposed upon us in a shameful manner, demanding three or four prices for the casual refreshments of which we and our little ones had occasion. We hope soon to arrive at our territory, where we shall find things in their original state, such as God made them and not perverted by the ungrateful hand of man. To some these surrounding woods might appear frightful deserts; to me they are the paradise of nature; no hosts of greedy priests; all is quiet and the savages themselves shall soon be taught the art of cultivating the earth, refinement of manner, and the duties of genuine devotion. Under this free and enlightened dominion the unfortunate and oppressed of our nation shall ever find an asylum, our language and customs will here be preserved in their original purity for ages to come, and France shall find herself renovated in the Western World, without being disgraced by the bribery of kings or seeing the best blood wasted in gratifying the ambitions of knaves and sycophants. The weather is already cold, my hand is numbed, and our little temporary cabin is so full of smoke that I dare not venture in. So I bid you adieu. Tomorrow we pursue our route and hope to be fixed in our comfortable houses before the 25th of December.

APPENDIX VI

The following is a copy of the letter written by George Washington to the French Emigrants sometime after their landing in Alexandria, Virginia. This letter was taken from History of the French Settlers at Gallipolis, written by Edward Naret, Cincinnati, 1880. The original letter is now in the possession of the descendants of the family of J. P. R. Buream, residing in Washington, Pennsylvania.

New York, June 30, 1790

Gentlemen:-

At the time when your first application arrived, my health was unfortunately in such an impaired condition as to prevent me from attending to any business whatever. My sickness at that period also deprived me of the pleasure of seeing several gentlemen concerned in the Scioto settlement, who were then in town. Upon my recovery and before these gentlemen returned to Alexandria, I received another address. But understanding that arrangement had been made to remove most or all of the difficulties which had occurred, and understanding likewise that the persons best advised on the subject were well satisfied with the measures which had been taken, and in general with the prospects, I omitted to acknowledge the receipt of these applications at an earlier day. The variety of subjects which demanded my immediate attention on the re-establishment of my health, must be considered (as was really the case) a principal occasion of this delay on my part. The design of this letter is particularly to acquaint you gentlemen that I had not through inattention neglected taking notice of your address, to welcome you upon your arrival in this country, and to assure you of all that countenance and protection from the General Government of the United States which the Constitution and laws will enable the executive to afford under existing conditions.

With sincerest wishes for your health, I am,
gentlemen, your most obedient and humble servant.

G. Washington

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