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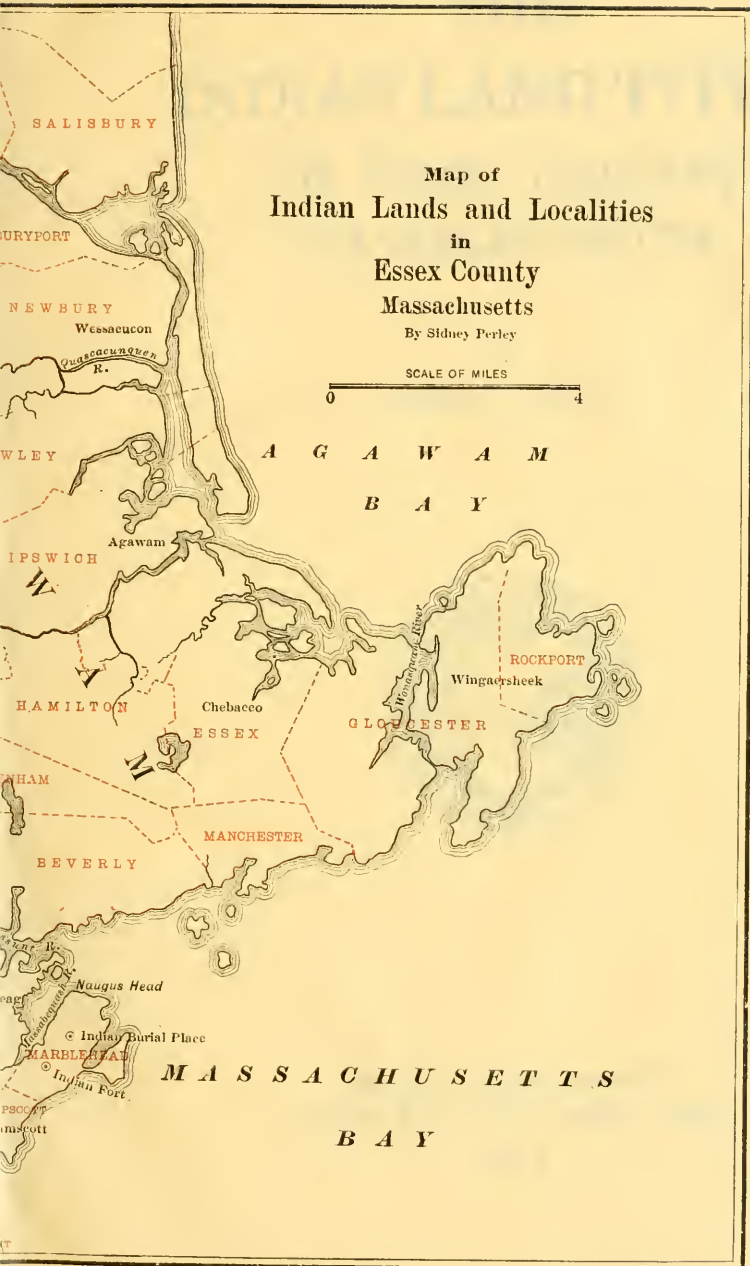
INDIAN LAND TITLES  
ESSEX COUNTY, MASSACHUSETTS











Map of  
Indian Lands and Localities  
in  
Essex County  
Massachusetts

By Sidney Perley

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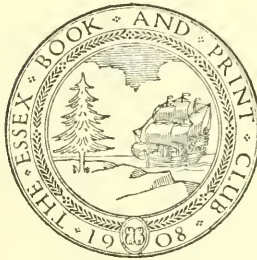
M A S S A C H U S E T T S

B A Y



THE  
INDIAN LAND TITLES  
OF ESSEX COUNTY  
MASSACHUSETTS

BY  
SIDNEY PERLEY



SALEM, MASSACHUSETTS  
ESSEX BOOK AND PRINT CLUB  
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## INTRODUCTION

**T**HOUGH this volume bears a title which indicates a legal character, the treatment of the subject is mainly historical. There is not much that can be said upon its legal aspect that is new, but the moral right to take by force the lands of the aborigines is still an open question. Neither is it a book of the Indians except as it relates to land titles.

Most of the original Indian deeds are lost or destroyed, the records of the transactions are passing away, and the names of localities and waters are being forgotten.

Duty demands the preservation of these memorials in order that at some future time the history of our red men may be written as truly and fully as possible.

SIDNEY PERLEY.

SALEM, April 26, 1912.



## INDIAN LAND TITLES



## TRIBAL TERRITORIES

THE Algonquin race of the North American Indians were different from the other aborigines in that they were less warlike and less nomadic. Being to a considerable degree an agricultural people, they remained within certain localities to which the periodical cultivation of the soil confined them. This is especially true of the Indians of Essex County. Here, there were several tribes, each possessing certain acknowledged territory. The region north of Merrimack River belonged to the Pentucket tribe of the Pennacook Indians. The remainder of the present county of Essex was divided by a line beginning at a point, on Merrimack River, which is the boundary between the present towns of North Andover and Bradford (now a part of the city of Haverhill), and thence running southerly by the eastern boundary line of North Andover to the Middleton town line, thence southerly to Danvers River, as marked on the map, and thence by the river to Salem Bay. The territory lying easterly of this line was occupied by the Agawam tribe, which is said to have been subject to the Pennacooks or in alliance with them. Westerly of this line was the land of the Naumkeag Indians, who constituted a part of the great Massachusetts tribe.

### MERRIMACK RIVER

This river, which constituted a dividing line between tribes in this region, was called, by the Indians of the North, Merrimack, probably from *merrub*, "strong,"

and *auke*, "a place," meaning a strong place, or a place of strong currents, which exist at its mouth.<sup>1</sup> The Massachusetts Indians called it Monomack, from *mona*, "an island," and *auke*, "a place," meaning the island place, or a place of islands.<sup>1</sup> In a deed of Manancuset *alias* Annamutaage and others to Captain John Evered *alias* Webb, of Dracut, August 19, 1665, it is called "Mynomack River."<sup>2</sup>

The earliest mention of this river in records or books is the statement of the Sieur De Monts, who wrote from the St. Lawrence River, in 1604, as follows: "The Indians tell us of a beautiful river, far to the south, which they call the Merrimack." The next year Samuel de Champlain learned of it, by its location being mapped out for him by some Indians whom he met upon the beach near a point of land.<sup>3</sup> He named this attractive stream "Riviere du Gas."

#### PENTUCKET

Pentucket was generally so spelled, though in a letter to Governor John Winthrop, in 1640, Nathaniel Ward wrote it "Penticutt."<sup>4</sup> The name means "at the crooked river."<sup>5</sup> The northern limit of this tribe is unknown.

Its chief was Passaconaway, and he had been its leader for many years before the English occupied the

<sup>1</sup> *History of Haverhill*, by George Wingate Chase, page 20.

<sup>2</sup> *Old Norfolk Registry of Deeds*, book 2, leaf 74.

<sup>3</sup> *Voyages of Samuel de Champlain*, Boston, 1880, volume 1, page 51.

<sup>4</sup> *History of Andover*, by Sarah Loring Bailey, page 4.

<sup>5</sup> Dr. R. A. Douglas-Lithgow, in his *Dictionary of American Indian Place and Proper Names in New England*.

land of Pentucket. According to Rev. William Hubbard of Ipswich, author of a history of New England, this sagamore was "the most noted powwow and sorcerer of all the country."

The name of Augamtoocooke was applied to the region now occupied by Dracut,<sup>1</sup> which is without Essex County, but probably included within the jurisdiction of Passaconaway.

John G. Whittier stated that the ancient name of Great Pond, in what is now Haverhill, was Kenoza, evidently an Indian appellation, and that he wrote his poem bearing that title that the old name might be resumed. Dr. Douglas-Lithgow states that the name is Indian and means "pickerel."<sup>2</sup>

The large pond in Amesbury, known early as Great Pond, and for a long time subsequently as Kimball's Pond, is now called Lake Attitash, which is said to have been its ancient Indian name. Dr. Douglas-Lithgow says that the word means "huckleberry."<sup>3</sup>

Easterly of Lake Attitash is a great swamp known, as early as 1662, as Indian Swamp.<sup>4</sup> Between this swamp and Merrimack River is an extensive tract of upland called in the early settlement Indian field or ground.<sup>4</sup> Why the name of Indian became associated with this swamp and upland is unknown.

<sup>1</sup> Deed of Manancuset *alias* Annamutaage and others to Captain John Evered *alias* Webb, August 19, 1665. — *Old Norfolk Registry of Deeds*, book 2, leaf 74.

<sup>2</sup> *Dictionary of American Indian Place and Proper Names in New England*.

<sup>3</sup> Deed of William Huntington to William Osgood, 24 : 1 : 1662. — *Old Norfolk Registry of Deeds*, book 1, leaf 146.

<sup>4</sup> Deed of William Sargent, Sr., to William Sargent, Jr., March 4, 1670-71. — *Old Norfolk Registry of Deeds*, book 2, leaf 201.

Powwow River was almost universally called Paw-waus River in the early decades of the English settlement. If Passaconaway was indeed the greatest powwow of his time, probably many of the ancient meetings were held upon its banks, and from that fact the stream derived its name.

#### AGAWAM

The name of Agawam was spelled in several ways in early times. Captain John Smith, in 1631, called it "Augoan,"<sup>1</sup> and William Wood, in 1634, spelled it "Igowam."<sup>2</sup> The difference arose from the sound given it by the aborigines. "Agawam" was the general form, however, and this spelling was probably adopted after the settlers had become accustomed to the pronunciation given it by the natives. Various meanings are given to the word, as "A fishing station," "Fish-curing place," and "Ground overflowed by water."<sup>3</sup>

The northern boundary of Agawam was undoubtedly Merrimack River. Naumkeag bounded it on the west, and on the other sides it was limited by the ocean.

The first and only chief of Agawam known to the English settlers was Masconomet. He died before June 18, 1658, and was buried on Sagamore Hill, which is now within the bounds of Hamilton. He was always well disposed toward the white men.

<sup>1</sup> *Advertisements for the Unexperienced Planters of New England*, etc., by Captain John Smith, 1631.

<sup>2</sup> *New England's Prospect*, by William Wood, 1634.

<sup>3</sup> *Dictionary of American Indian Place and Proper Names in New England*, by Dr. R. A. Douglas-Lithgow.



The Indians had given names to the coast in many places in Agawam. Wessacucon was practically the territory of old Newbury. To the Parker River they gave the name of Quascacunquen. William Wood, on his map of New England, made in 1634, called it Quascunquen. The section of Agawam which was more particularly so called was the present town of Ipswich. Chebacco<sup>1</sup> was the name given to the locality which is now the town of Essex; and Cape Ann generally was known as Wingaersheek.<sup>2</sup> Annisquam was earliest called Wonasquam, and later by the root word, Squam. It was called Wonasquam on the map of New England, made by William Wood, in 1634, and that was the name given to it on several occasions during the next century. The meaning of the name is the same, however, being "At the top or point of the rock."<sup>3</sup> The name of Annisquam is applied to the river or inlet of the sea at that place as well as the locality on shore.

#### NAUMKEAG

Naumkeag was a part of the extensive region more generally known as Massachusetts, which means "At or about the great hill," says J. H. Trumbull. Roger Williams said that it "was so called from the Blue hills." That part of Massachusetts of the Indians lying within what are now the limits of Essex County was

<sup>1</sup> Chebacco is spelled "Jebacho" in deed of John Burnum, Sr., of Ipswich, to Jonathan Cogswell, of Ipswich, June 28, 1703, showing that the first syllable had the sound of *je*. — *Essex Registry of Deeds*, book 15, leaf 192.

<sup>2</sup> *History of Gloucester*, by John J. Babson, page 45.

<sup>3</sup> Dr. R. A. Douglas-Lithgow, in his *Dictionary of American Indian Place and Proper Names in New England*.

called Naumkeag, which means "Fishing place," from *namaas*, fish, *ki*, place, and *age*, at.<sup>1</sup>

The territory of Naumkeag is defined by several depositions relating thereto, recorded in the Registry of Deeds at Salem, June 19, 1696.<sup>2</sup> The following is an exact copy of this record:—

#### EVIDENCES RELATING TO NAUMKEEGE

James Rumney Marsh aged about fifty yeares y<sup>e</sup> Son of Jn<sup>o</sup> Indian Testifieth that on his Certaine knowledge that y<sup>e</sup> riuer that runns vp between y<sup>e</sup> Townes of Salem & Beuerly Called Bafs riuer hath allwaies within his remembrance for about forty fve yeares past been knowne & Caled by y<sup>e</sup> name of Naomkeage riuer & that y<sup>e</sup> riuer which lyeth between y<sup>e</sup> Towns of Salem & Marblehead now Caled fforrest Riuer: was formerly Caled by y<sup>e</sup> name of Mashabequa James Rumnymash personaly appeared tendring his Oath to y<sup>e</sup> Truth of y<sup>e</sup> aboue written whom upon Examination I found well to understand y<sup>e</sup> Nature of an Oath & accordingly I admitted him: who made Oath to y<sup>e</sup> Truth of y<sup>e</sup> aboue written this 7. 7<sup>br</sup> 1686. before me Barth<sup>o</sup> Gedney one of his Maj<sup>ties</sup> Councill for his Territory & dominion of New England.

Sufannah Potoghoontaquah daughter of Sagamore George affirmed y<sup>e</sup> truth of y<sup>e</sup> aboue written Evidence of James Rumney Marsh this 7<sup>th</sup> September. 86.

The 17<sup>th</sup> of September 1686.

Thomas Queakufsen alias Cap<sup>t</sup> Tom Indian now liuing at wamefit neare Patucket Falls aged about Seenty fve yeares Testifieth & Saith that many yeares Since when he was a youth he liued with his father Deceased named Po-

<sup>1</sup> *Handbook of American Indians*, Washington, 1907, volume 11, page 40.

<sup>2</sup> *Essex Registry of Deeds*, book 11, leaves 131 and 132.

quanium who Sometime liued at Sawgust now Called Linn he married a Second wife & liued at Nahant and himfelfe in after times liued about Miftick & that he well knew all thofe parts about Salem Marblehead & Linn & that Salem & y<sup>e</sup> riuer running vp between that Neck of land & Bafs Riuer was Caled Naamkeke & y<sup>e</sup> Riuer between Salem & Marblehead was Caled Mafhabequash alfo he Sais he well knew Sagamore George w<sup>th</sup> no Nofe who married y<sup>e</sup> Deponents Owne Sister Named Joane who died about a yeare Since & Sagamore George No Nofe left Two daughters Named Sicilye & Sarah & Two grand Children by his Son Nonnumpanumhow y<sup>e</sup> one Caled David & y<sup>e</sup> other wut-tannoh & I My Selfe am One of thier kindred as before & James Rumnimafhs mother is one of Sagamore George his kindred & I know Two squawes more liuing now about pennekooke one Named Pahpochkfitt & y<sup>e</sup> others name I know not & I know y<sup>e</sup> Grandmother of Thefe 2 Squawes Named Wenuhuf She was a principle proprietor of thofe lands about Naamkege & Salem all thefe perfons aboue named are Concerned in y<sup>e</sup> Antient propriety to y<sup>e</sup> lands aboue mentioned  
the marke of

THOMAS  QUEAKUSSEN  
alias CAP<sup>t</sup> TOM :

Thomas Queakussen alias Cap<sup>t</sup> Tom : psonaly appeared before me at Cambridge The Day & yeare aboue written & being an Indian of good repute & profefsing y<sup>e</sup> Christian Religion & being Examined Knew y<sup>e</sup> nature of an Oath did depofe vnto y<sup>e</sup> Truth of what is aboue written y<sup>e</sup> 17<sup>th</sup> of 7<sup>ber</sup> 1686. before me Daniel Gookin Sen<sup>r</sup> appointed & authorifed by y<sup>e</sup> prefident & deputy prefident of his Maj<sup>ties</sup> Territory in New England to be y<sup>e</sup> Ruler among y<sup>e</sup> Christian Indians

Thomas Queakvffen alias Cap<sup>t</sup> Tom affirmed y<sup>e</sup> Truth of his aboue written Euidence on y<sup>e</sup> former Oath before me

BARTHO. GEDNEY *one of y<sup>e</sup> Council*

The Testimony of old Mahanton aged about ninety yeares Saith that y<sup>e</sup> Land that is Testified about by Seuerall ancient Indians that are Deceased which did belong to Sagamore George as is Expresed in y<sup>e</sup> Euidence is y<sup>e</sup> Truth & properly doth now belong to Dauid that is old Sagamore George his Grandchild & Scicily & Sarah y<sup>e</sup> daughters of Sagamore George & y<sup>e</sup> wife of John Owufsumug now a widow Peter Ephraims wife & y<sup>e</sup> wife of Appooquahamock thier daughter & old Mahanton & James Rumney Marsh by right of his mother a neer kinsman of Sagamore George in his lifetime & This he y<sup>e</sup> Said Nahanton doth offer to Testify vpon Oath

Taken vpon Oath the Seauenth Day of October by old Mahanton before me at Cambridge as attes<sup>t</sup>: Daniel Gookin Sen<sup>r</sup> J: of peace & Ruler of y<sup>e</sup> Indians

Dated y<sup>e</sup> Seuenth Day of October 1686.

The Testimony of Daniel Tookuwompbait & Thomas Wauban Saith that Sagamore George when he came from Barbados he liued Sometime and dyed at y<sup>e</sup> house of James Rumley Marsh y<sup>e</sup> Said Daniel heard y<sup>e</sup> Said Sagamore George Speake it & y<sup>e</sup> Said Thomas Saith he heard his father Old Wabun Speak it that all that land that belonged to him that is from y<sup>e</sup> Riuer of Salem alias Nahumkeke riuer: vp to Malden mill brooke running from a pond Called Spott pond that before his death he left all this land belonging to him vnto his kinsman James Rumley Marsh vpon y<sup>e</sup> Condition that he would looke after it to procure it This they offer to Testify vpon Oath y<sup>e</sup> 2<sup>d</sup> day of October 1686. as Witnis thier hands

DANIEL TOOKUWOMPBAIT

THOMAS WAUBAN

The Two persons aboue named viz Daniel Tookuwompbait pastor of y<sup>e</sup> Church at Natick aged about 36 yeares & Thomas Waban a member of y<sup>e</sup> Church aged 25 yeares being Examined touching y<sup>e</sup> Nature of an Oath they both made Oath before me this Second of October 1686 vnto y<sup>e</sup> Truth of the

aboues<sup>d</sup> Testimony as is Attested p me Daniel Gookin Jus-  
tice of peace & Ruler of y<sup>e</sup> Christian Indians

John Waabaquin alias John Magus of Natick aged about  
fuetty fue yeares doe Testifie that I haue not only heard my  
aged father lately Deceased yt almost a hundred yeares of Age  
when he dyed Say But I know my Selfe that those lands where  
Salem Stands & parts adjacent was y<sup>e</sup> rightfull possefsion &  
Inheritance of Sagamore George no nose Called winnepur-  
kin & his father & ancestors: & doth now belong to his  
Children & grand Children viz Sicily & Sarah his Two daugh-  
ters & Dauid his Grandson by his father Deced Ma-na-tach-  
que and Dauid had another Brother but I haue not Seen him  
lately And thier other kindred are Thomas Quehufson & James  
Rumny marsh alias Munminquash and alsoe I haue under-  
stood that Naamkeke Riuer is y<sup>e</sup> riuer that runns vp on y<sup>e</sup>  
North East of Salem Towne w<sup>ch</sup> is now as I understood  
named Bafs riuer

Taken upon Oath before me by John Magus who is a  
Christian Indian & a Ruler of them at Natick & well un-  
derstand the Nature of An Oath: Taken y<sup>e</sup> Seuenth Day  
of October 1686. before me Daniel Gookin J: of peace &  
Ruler of y<sup>e</sup> Indians p order

The Testimony of John Devoreux of Marblehead aged  
about Eighty yeares Testifieth & Saith yt about y<sup>e</sup> yeare of  
Our Lord One thoufand Six hundred & Thirty I came ouer  
from old England to New England & y<sup>e</sup> place of my abode  
and refidence has been at Salem & Marblehead Euer Since  
& when I came hither here was an old Sqwah Called old  
Sqwaw Sachem y<sup>e</sup> Sqwaw of y<sup>e</sup> Deced Sachem which had  
three reputed Sons viz John James & George whoe were y<sup>e</sup>  
Reputed Sachems & Owners of all y<sup>e</sup> Lands in these parts  
as Salem Marblehead Linn & as farr as Miftick & in those dayes  
y<sup>e</sup> Land where Salem Towne now Stands & y<sup>e</sup> Lands adja-  
cent was Called Nahumkege by y<sup>e</sup> Indians & English Then

Inhabiting in these parts: Sworne marblehead December y<sup>e</sup>  
24. 1694. before vs.

JOHN HATHORNE *Just. P<sup>e</sup> & Coram*  
BENJAMIN BROWNE }  
JOHN HIGGINSON } *Just<sup>e</sup> peace*

To y<sup>e</sup> best of my Remembrance when I came Ouer with my father to this place in y<sup>e</sup> yeare 1629 being then about 13 yeares old there was in these parts a widow woman Called Sqwaw Sachem who had 3 Sons Sagamore John kept at Mif-tick Sagamore James at Saugust & Sagamore George here at Naumkeke Whether he was Actual Sachem here I Cannot Say for he was young then about my Age & I thinke there was An Elder man y<sup>t</sup> was at least his Guardian but y<sup>e</sup> Indian Towne of Wigwams was on y<sup>e</sup> North Side of y<sup>e</sup> North riuier not farre from Simondes's & y<sup>n</sup> both y<sup>e</sup> north & South Side of that Riuier was together Called Naumkeke So that I remember Seuerall that wrote ouer Then to Their friends in England s<sup>d</sup> y<sup>t</sup> y<sup>e</sup> Indian name of y<sup>e</sup> place where they were building a Towne Called Salem was Naumkeke :

JOHN HIGGINSON

Att A Generall Sefions of y<sup>e</sup> peace holden at Salem December y<sup>e</sup> 25<sup>th</sup> 1694 : m<sup>r</sup> John Higginson Pastor of y<sup>e</sup> Church at Salem made Oath to y<sup>e</sup> Truth of y<sup>e</sup> aboue written Euidence to which [h]is name is Subscribed

Jurat in Court

attest STEPH. SEWALL *Clerk*

Nanepashemet, the chief of the great Massachusetts tribe, was killed in 1619, and therefore was unknown personally to the English settlers. He lived at what is now Medford. His widow married Web-cowit, assumed the command of the tribe, and was known as Squaw Sachem. He left five children, one of whom, Sagamore James, became a sachem at Sau-

gus, and another at Winnesimet,<sup>1</sup> now the city of Chelsea.

The principal settlement of the Naumkeag Indians was apparently within the limits of the city of Salem. The bay and streams offered special inducements for the home of such a race. The grant made to Governor John Endecott was called by the Indians Wahquainesehcok,<sup>2</sup> and the point of land granted to Rev. Samuel Skelton, Wahquack.<sup>3</sup> The river on the north-eastern side of Wahquack was called Pouomeneuhcant and is now known as Porter's River. The river between the grants was called Conamabsquenoocant; and that to the south of the Endecott grant was called Soewamapenessett. The river now known as Danvers River, leading from Danversport to North River and Beverly Harbor, was called Orkhussunt.<sup>4</sup> Forest River was called Massabequash.<sup>5</sup> Naugus Head, in Marblehead, is undoubtedly the ancient Indian name for that headland, as it is called very early "Nogg's head," which is a phonetic form of writing "Naugus Head." Suntaug Lake, in Peabody and Lynn, is supposed to have been so called by the aborigines. Squamscott, now the town of Swampscott, is a name signifying "broken

<sup>1</sup> *Handbook of American Indians*, Washington, 1907, volume 11, page 207.

<sup>2</sup> *Records of the Massachusetts Bay Colony*, Boston, 1853, volume 1, page 97. This grant was made July 3, 1632.

<sup>3</sup> *Records of the Massachusetts Bay Colony*, Boston, 1853, volume 1, page 97. This grant was made the same day as the Endecott grant.

<sup>4</sup> *Records of the Massachusetts Bay Colony*, Boston, 1853, volume 1, page 97.

<sup>5</sup> Deposition of James Rumney Marsh, aged about fifty, son of John, an Indian, September 7, 1686. — *Essex Registry of Deeds*, book 11, leaf 131.



waters.”<sup>1</sup> Nahant is a short form of the word *Nahan-teau*, signifying twins,<sup>2</sup> or two united.<sup>3</sup> Dr. R. A. Douglas-Lithgow says the word means “At the point,” or twin islands.<sup>4</sup> In a deed of John Gorges to Sir William Brereton, of Handforth, Chester County, England, baronet, January 20, 1628–29, preserved in the Massachusetts archives, it is called Cape Nahannte.<sup>5</sup> Lynn and Saugus constituted the ancient Saugus, a word which means the outlet or wet or overflowed grass land.<sup>1</sup> Hewitt says it means a small outlet. Alonzo Lewis stated that it signified “great,” or “extended.”<sup>6</sup> The English settlers first called it by its Indian name; and the words of the incorporation of the town, in 1637, are “Saugust is called Lin.”<sup>7</sup> Saugus River was called Abousett River.<sup>6</sup> The territory of Topsfield, on Ipswich River, was known as Shenewemedy.<sup>8</sup> The original town of Andover was called Cochickawick, a word which means “the place of the great cascade.”<sup>9</sup> This locality was probably so called because of the falls at Lawrence. This is the usual way of spelling the name. Rev. Nathaniel Ward

<sup>1</sup> Dr. R. A. Douglas-Lithgow, in his *Dictionary of American Indian Place and Proper Names in New England*.

<sup>2</sup> *Gazetteer of Massachusetts*, by Rev. Elias Nason, page 352.

<sup>3</sup> *History of Lynn*, by Alonzo Lewis, page 58.

<sup>4</sup> *Dictionary of American Indian Place and Proper Names in New England*.

<sup>5</sup> *History of Lynn*, by Alonzo Lewis, page 31.

<sup>6</sup> *History of Lynn*, by Alonzo Lewis, page 57.

<sup>7</sup> *Records of the Massachusetts Bay Colony*, Boston, 1853, volume 1, page 211.

<sup>8</sup> *Gazetteer of Massachusetts*, by Rev. Elias Nason, page 504.

<sup>9</sup> *New Hampshire Historical Society's Collections*, volume 8, page 451.



wrote it Quichehacke and Quichichwich.<sup>1</sup> Rev. John Woodbridge spelled it Quichichwich in a letter to Governor John Winthrop in 1640-41.<sup>2</sup> The name was also called Queacheck and Quyacheck. The stream running through Cochickawick was called Shawshin River, which is said to mean smooth, or glossy.<sup>3</sup> The name is also spelled Shashene, Shashin, Shashine, Shawsheen and Shawshene; but Shawshin appears to be the early and most general of the various spellings. It is so called by Captain Edward Johnson, in his *Wonder Working Providence of Zion's Saviour in New England*, about 1648, and in deed of Job Clements, of Dover, and wife Lydia to Joseph Jewett, of Rowley, May 19, 1657-58.<sup>4</sup> In the deed of Samuel Blanchard, of Charlestown, to John Asslebee, of Andover, April 7, 1662, this river is called Quechig.<sup>5</sup>

The designations given by the Indians to the various localities and streams and ponds were descriptive of the places or waters to which they were applied.

<sup>1</sup> *History of Andover*, by Miss Sarah Loring Bailey, page 2.

<sup>2</sup> *History of Andover*, by Miss Sarah Loring Bailey, page 5.

<sup>3</sup> *Dictionary of American Indian Place and Proper Names in New England*, by Dr. R. A. Douglas-Lithgow.

<sup>4</sup> *Old Norfolk Registry of Deeds*, book 1, leaf 72.

<sup>5</sup> *Essex Registry of Deeds*, book 15, leaf 129.

## RIGHT TO THE SOIL

THE title which the Indians had to the soil has been much debated. Though the courts decided many years ago that the Indians had no title, it is doubtful if the justices understood the substantive facts. The Algonquin race were not like most others. They were not nomadic, and held possession of the territory generation after generation, replanting their fields as regularly as spring returned. They cultivated and possessed the soil in a manner similar to the English settlers of Salem and Beverly, who years later claimed that they themselves had title to the land through its possession and cultivation. The various tribes had boundaries to their tribal territory as definite as their occasions demanded, and fully as certain and exact as those of the earlier of the English settlers.

The argument may have been that, as adverse possession for a long time gives rise to the presumption that there was originally a grant, such a presumption would not apply to the case of the Indians, as there was no person or authority who could have made such a grant. This argument proceeds still further, upon the idea that all titles to be effective must be transferred according to English rules or custom.

The courts held that these natives had only a right of occupancy and enjoyment. Just how they interpreted this right is uncertain.

Roger Williams claimed that the land was the property of the Indians, and that title thereto could be acquired only from them, and not by virtue of the

King's grant. This was one of his ideas which made him unpopular at Salem and led to his banishment.

Winthrop had written before he left England even that "That wh<sup>ch</sup> lies comon & hath never beene replenished or subdued, is free to any that possesse & improve it. . . As for the Natives in New England, they inclose noe Land, neither have any settled habytation, nor any tame Cattle to improve the Land by, & soe have noe other but a Naturall Right to those Countries. Soe as if we leave them sufficient for their use, wee may lawfully take the rest, there being more than enough for them & us."<sup>1</sup>

<sup>1</sup> *Life and Letters of John Winthrop*, Boston, 1869, volume 1, pages 311 and 312.

## FORCE AND EFFECT OF INDIAN DEEDS

THE subject of ostensible transfer of title to the land here by the Indians has caused considerable thought and discussion. The greatest force given by the courts to Indian deeds was in treating them as releases or estoppels,—as relinquishing and not conveying an interest in the soil. This conclusion of the courts was affected by the statute of 1701,<sup>1</sup> which made all such deeds have the force of estoppel only, unless with the leave of the general court. Without the passage of this statute, it is problematical what the position of the court would have been.

In justice to both Indians and English it should be stated that, on the part of the public here, probably no attempt was ever made to purchase the lands of the Indians. At the very first the authorities discouraged such a movement, saying, in the first general letter of the governor and deputy of the New England Company to the governor and council for London's plantation in the Massachusetts Bay in New England, dated at Gravesend, April 17, 1629, that if any of the savages pretend right of inheritance to the lands the representatives of the company should endeavor to purchase their titles "that wee may avoyde the least scruple of intrusion";<sup>2</sup> and this was repeated in the second

<sup>1</sup> Acts of 13 William III, chapter 11; Province Laws (Massachusetts), volume 1, page 471; Noah Clark *versus* William Williams *et al.*, 19 Pickering, 499 (1837); Amos Brown *et ali. versus* Inhabitants of Wenham, 10 Metcalf, 495 (1845).

<sup>2</sup> *Records of the Massachusetts Bay Colony*, Boston, 1853, volume 1, page 394.

general letter of the company, dated at London, May 28, 1629.<sup>1</sup>

March 4, 1633-34, at a court held at Boston, it was "ordered, that noe pson whatsoever shall buy any land of any Indian without leave from Court."<sup>2</sup>

These laws were passed for the protection of the Indians, by securing them from deceit and imposition, and to enable the government to avail itself of the full benefit of the grant from the crown to themselves and their grantees, by giving them the exclusive privilege of extinguishing or acquiring the Indians' right of occupancy.

It was not a title to be acquired by grant in lands in which the Indians' right had once been extinguished that the English were prohibited from purchasing. If a township had been granted and settled, and the aboriginal right extinguished, it was not the intent of the general court to prevent an Indian acquiring and transmitting title like any settler.<sup>3</sup>

The policy of the colonial government always was to treat the Indians fairly. It was discussed by the general court, and, finally, October 19, 1652, it was ordered, that, being "willing that there may be a free passage of justice for their right amongst us," as well as for the English, and affirmed that what lands the natives have by possession or improvement, by subduing the same, they have just right unto; that if they

<sup>1</sup> *Records of the Massachusetts Bay Colony*, Boston, 1853, volume 1, page 400.

<sup>2</sup> *Records of the Massachusetts Bay Colony*, Boston, 1853, volume 1, page 112.

<sup>3</sup> Noah Clark *versus* William Williams *et al.*, 19 Pickering, 499 (1837).

come and dwell with the English and live civilly and orderly, they shall have allotment amongst the English; and if there be enough for a township of themselves, upon their request to the general court, they shall have grants of land undisposed of for a plantation as the English have.<sup>1</sup>

June 26, 1701, an act was passed by the Province of Massachusetts Bay, expressly making all deeds given by Indians, without leave of the general court, after the passage of the order of 1633-34, inoperative, except as estoppels against the releasors.<sup>2</sup> This act is as follows: —

Whereas the government of the late colonys of the Massachusetts Bay and New Plymouth, to the intent the native Indians might not be injured or defeated of their just rights and possessions, or be imposed on and abused in selling and disposing of their lands, and thereby deprive themselves of such places as were suitable for their settlement and improvement, did, by an act and law passed in the said colonys respectively many years since, inhibit and forbid all persons purchasing any lands of the Indians without the licence and approbation of the general court, notwithstanding which, sundry persons for private lucre have presumed to make purchases of lands from the Indians, not having any licence or approbation as aforesaid for the same, to the injury of the natives, and great disquiet and disturbance of many of the inhabitants of this province in the peaceable possession of their lands and inheritances lawfully acquired; therefore, for the vacating of such illegal purchases, and preventing of the like for the future, —

<sup>1</sup> *Records of the Massachusetts Bay Colony*, Boston, 1853, volume iv, part 1, page 102.

<sup>2</sup> Acts of 13 William III, chapter 11; Province Laws (Massachusetts), volume 1, page 471.

Be it enacted and declared by the Lieutenant-Governour, Council and Representatives in General Court assembled, and by the authority of the same, that all deeds of bargain, sale, lease, release or quit-claim, titles and conveyances whatsoever, of any lands, tenements or hereditaments within this province, as well for term of years as forever, had, made, gotten, procured or obtained from any Indian or Indians by any person or persons whatsoever, at any time or times since the year of our Lord one thousand six hundred thirty-three, without the licence or approbation of the respective general courts of the said late colonys in which such lands, tenements or hereditaments lay, and all deeds of bargain and sale, titles and conveyances whatsoever, of any lands, tenements or hereditaments within this province, that since the establishment of the present government have been or shall hereafter be had, made, gotten, obtained or procured from any Indian or Indians, by any person or persons whomsoever, without the licence, approbation and allowance of the great and general court or assembly of this province for the same, shall be deemed and adjudged in the law to be null, void and of none effect; provided, nevertheless, that all such purchases, releases and titles heretofore had or obtained from any Indian or Indians by any town or person whatsoever of any lands or hereditaments which such town or person also hold and enjoy, by virtue of any grant or title made or derived by or from the general court of either of the colonies aforesaid, and all releases, purchases, conveyances and titles which any town or person shall hereafter make, procure or obtain of any Indian or Indians for any lands, tenements or hereditaments granted, or that shall be granted by the general court to such town or person, before such purchase or title made or obtained from any Indian or Indians, shall be, and hereby are excepted out of this act, and be held for good and valid in the law, anything herein contained notwithstanding; and that if any person or persons, or town in this province to the eastward of Piscataqua River, have heretofore purchased or

obtained any Indian deed or title for any lands, tenements or hereditaments in those parts, or if any person or persons have heretofore purchased or obtained any Indian deed or title for any lands, tenements or hereditaments in the Island of Capawock, *alias* Martha's Vineyard, or the dependencies thereof, now known by the name of Dukes County, or in the Island of Nantucket, for further confirmation of their other lawful titles and possessions, this act or any thing therein contained shall not extend or be construed to extend in any wise to vacate or make void such Indian deed or title, any thing herein contained to the contrary notwithstanding.

If any person or persons whatsoever shall, after the publication of this act, presume to make any purchase or obtain any title from any Indian or Indians for any lands, tenements or hereditaments within this province, contrary to the true intent and meaning of this act, such person or persons so offending, and being thereof duly convicted in any of his majestie's courts of record within this province, shall be punished by fine and imprisonment, at the discretion of the court where the conviction shall be, not exceeding double the value of the land so purchased, nor exceeding six months' imprisonment.

All leases of land that shall at any time hereafter be made by any Indian or Indians for any term or terms of years, shall be utterly void and of none effect, unless the same be made by and with licence first had and obtained from the court of general sessions of the peace in the county where such lands lye ; provided, nevertheless, that nothing in this act shall be taken, held or deemed in any wise to hinder, defeat or make void any bargain, sale or lease of land made by one Indian to another Indian or Indians.



## DEEDS





This doth testify that I Massanomett did ~~fully~~ give  
to me John Winthrop all that ground that is between  
the creeke commonly called Le Bour in Vaine Creeke,  
& the creeke called Chybacko Creeke, for which I doe  
acknowledge to have received full satisfaction  
in wampumpeage, & other things, and I doe hereby  
also for the sume of twenty pounds to be paid  
unto me by the said John Winthrop, I doe fully  
relinquish up all my right of the whole town  
of Ipswich as farre as the bound thereof shall  
goe ~~all~~ all the woods meadowes pastures &  
broken up ground unto the said John Winthrop  
either in the right of the rest of the English there  
planted, and I doe bind my selfe to make it cleare  
from the claime of any other ~~English~~ Indians  
whatsoever.


with negers. to this

Massanomett  his marks

Gyles Hyemin

John Winthrop

Hugh  Hittin

 his marks

John Winthrop

Deed from Masconomet to John Winthrop, Jr., of the territory constituting Mr. Winthrop's farm, in Ipswich. Reproduced same size as the original, which is in the possession of the Essex Institute, at Salem.



## IPSWICH DEEDS

JOHN WINTHROP, son of Governor John Winthrop, was born at Groton, county of Suffolk, England, February 12, 1605-06. He was educated at Trinity College, in Dublin, and studied law at the Inner Temple, in London. He soon abandoned the law, and, entering the naval service, served under the Duke of Buckingham in his unsuccessful expedition for the relief of the French Protestants at Rochelle. After a tour of the Continent he returned to London, in August, 1629, and found his father actively engaged in the interests of the Massachusetts Bay Company. He emigrated to New England two years later, and, with twelve other men, by permission of the general court, in March, 1632-33, began a plantation at what is now Ipswich. The death of his wife and daughter, in the autumn of 1634, caused him to change his plans, and he soon afterward returned to England. He subsequently became the head of a colony which settled in Connecticut, but spent much of his time in Boston, and was living at Ipswich again in February, 1637, when he was chosen one of the prudential men in that plantation.

A few months later, Mr. Winthrop secured from Masconomet, the sagamore of Agawam, a release of the land lying between Labor-in-vain and Chebacco creeks, which constituted Mr. Winthrop's farm. This release is unrecorded, and was in the possession of the Winthrop family until 1890, when Robert C. Winthrop, Jr., of Boston, deposited it with the Essex

Institute at Salem. This ancient deed is herewith reproduced from the original document, which reads as follows : —


This doth testify that I Maskonomett did give to m<sup>r</sup> John Winthrop all that ground that is betweene the creeke comōly called Labour in vaine creeke, & the creeke called chybacko Creeke, for w<sup>ch</sup> I doe acknowledge to have received full Satisfaction in wampampeage, & other things : and I doe heerby also for the fume of twenty pounds to be paid vnto me by the Said John winthrop, I doe fully resigne vp all my right of the whole towne of Ipsw<sup>ch</sup> as farre as the bounds thereof shall goe all the woods meadowes, pastures & broken vp grounds vnto the said John Winthrop in the name of the rest of the English there planted, and I doe bind my felfe to make it cleere from the claime of any other Indians whatsoever.

witneses. to this

GYLES FFYRMIN

MASKANOMET  his mark

ADAM WINTHROP

HUGH  HILLIARD

his marke

DEANE WINTHROP

Gyles Firman was a physician, and lived in Ipswich at that time, a young man of twenty-three. He returned to his native England about 1654, and became eminent as a clergyman as well as physician. Adam Winthrop and Dean Winthrop were half-brothers of Mr. Winthrop, the grantee in this deed. Adam was then eighteen years of age, and Dean but fifteen. Hugh Hilliard was living in Salem as early as 1634, and probably removed to Ipswich before 1638.

June 28, 1638, Mr. Winthrop secured from the chieftain Masconomet a further release of the territory



Deed from Masconomet to John Winthrop, Jr., of the territory of the original town of Ipswich, dated June 28, 1638. Reproduced nine-tenths of the size of the original, which is in the possession of the Essex Institute, at Salem.

I My honorable Signature of Agawam, Do by this  
Express acknowledge to have Received of Mr John Wadsworth  
the Sum of Twenty pounds, well & satisfaction, of  
all the Right property and Gleams, I have or  
ought to have, unto all the Lands lying and being  
in the Town of Agawam, viz. The five being for  
the Town now by the English, and with all the lands was  
formerly performed unto my own self at Chelms  
as above all other lands belonging unto me with  
part and Summery, for me & my heirs only, that I  
herby relinquish all the Right and Interest I have  
unto all the Summery & Gleams in the Town of Agawam, Hunting  
and fishing with all the woods & swamps or meadows  
and whatsoever else, it or may be in or upon the said  
I Do hereby acknowledge

and will forever stay in my heart as ever his friend  
to his remains full of love and the strong and strong  
Wintrop for all former agreement having the

plunder in any part of them, (in the howdy.  
And my hope, to make good the former bargain and side -  
into the and John Wintrop his being and right for -  
over, and to serve for against the title and those  
of the other friends and that is what former. His staffs  
my hand this 20. June 1630.

Witness  
James Cuyton  
James Downing  
The witnesses  
marks.

James Cuyton  
James Downing  
The witnesses  
marks.



of Agawam. This deed included all the land along the coast from Merrimack to Chebacco rivers, and the land at Chebacco<sup>1</sup> which the releasor had reserved for his own use, but excepted Mr. Dummer's farm in what is now the parish of Byfield. The consideration paid by Mr. Winthrop was twenty pounds.

Captain Wait Winthrop, son of the grantee of this deed, produced it at the general court, in Boston, February 15, 1682, and requested that it be recorded. This request was granted, and the deed was recorded in the Ipswich Registry of Deeds<sup>2</sup> on the same day. It was also recorded in the Town Records of Ipswich, and in the Records of the town of Topsfield for 1701.

The original deed was in the possession of the Winthrop family until 1890, when Robert C. Winthrop, Jr., of Boston, deposited it in the Essex Institute at Salem, where it remains. The original document is reproduced herewith.

The following is a copy of this deed : —

I Muscononimet Sagamore of Agawam, doe by theise p<sup>r</sup>esents acknowledge to haue Receiued of m<sup>r</sup> John Wintrop the Some of Twenty poundes, in full satiffacon, of all the Right, property and Cleame, I haue or ought to haue, vnto all the land lying and being in the Bay of Agawam, alls Ipswich being foe Called now by the English, as well alsuch land as I formerly referued vnto my owne vse at Chibocco as alsoe all other land belonging vnto me in those parts m<sup>r</sup> Dummer's farme excepted only, And I herby relinquish all the Rhight and Interest I haue vnto all the Hauens Rivers Creekes Ilands, huntings and fishings with all the woodes Swampes

<sup>1</sup> Chebacco was the Indian name of that part of Agawam which is now the town of Essex.

<sup>2</sup> *Ipswich Registry of Deeds*, book 4, page 383.

Timber and whatsoever els, is or may be in or vpon the said ground to me Belonging, and I doe hereby acknowledge to haue receiued full Satisfacon, from the said Jn<sup>o</sup> Wintropp for all former agreements touching the p<sup>m</sup>ises or any part of them. And I doe hereby bind my Selfe, to make good the foresaid bargaine and Saile vnto the Said John Wintrop his heires and assignes for euer, and to Secure him against the tytle and Claime of all other Indians and natiues what soeuer. Wittnesse my hand this 28. of June 1638.

Wittnesse herevnto

JN<sup>o</sup> JOYLIFE    THOMAS COYTIMOR<sup>r</sup>    MUSCONONIMET  
                   JAMES DOWNINGE  
                   ROBART HARDINGE



his marke

The persons whose names appear as witnesses to this deed were connected with Boston, and apparently the deed was executed there. Thomas Coytimore was a resident of Charlestown, and after his death his widow married Governor Winthrop, father of the grantee, in December, 1647. Mr. Coytimore was probably about twenty-one or twenty-two years of age at the time of signing the deed. James Downing was son of Emanuel Downing, and nephew of Governor Winthrop. He was at this time about fifteen years old, and may have lived in Ipswich. Captain Robert Harding was of Boston, being a prominent man, a supporter of the Hutchinsons' faith, and was disarmed therefor in 1637. Immediately after signing this deed as a witness he removed to Rhode Island. John Joyliffe was of Boston, and later one of the patriots who put Governor Andros in prison.

Masconomet appeared before the general court, in Boston, March 13, 1638-39, and acknowledged







Portrait of John Winthrop, Jr., from the painting now in  
the possession of Robert Dudley Winthrop of New York.



that Mr. Winthrop had paid him twenty pounds as the consideration for this deed, and also that he was fully satisfied.<sup>1</sup>

Subsequently, the matter of the payment by the town of Ipswich to Mr. Winthrop of the twenty pounds he had paid for this release was brought before the general court; and, November 5, 1639, it was "ordered, that Ipswich should satisfy M<sup>r</sup> Winthrope for the 20<sup>l</sup> paid the Indian for his right."<sup>2</sup> Apparently the money was not paid to Mr. Winthrop, as, February 22, 1705, the town of Ipswich "voted, that Samuel Appleton, Esq., and our two Representatives treat with the Hon. Wait Winthrop, about Masconnomo's deed of Agawam, made to his father deceased, Governor of Connecticut."<sup>3</sup>

John Winthrop established salt-works at Salem, in June, 1638, and spent much of his time there during the next two years. Later, he was active in building iron-works at Braintree. In January, 1645, he sold his farm at Ipswich, and soon afterward removed to what is now New London, Connecticut. He had been an assistant in the government of the Massachusetts Bay Colony for eighteen years, but declined further service, and thereafter devoted himself to the Connecticut colony, of which he was elected

<sup>1</sup> The record of this acknowledgement is as follows : —

"Maschonomet, the sagamore of Agawam, acknowledged that hee had receiued 20<sup>l</sup> of M<sup>r</sup> John Winthrope, Iunior, for all his land in Ipswich, for w<sup>ch</sup> hee acknowledged himselfe fully satisfied." — *Records of the Massachusetts Bay Colony*, Boston, 1853, volume 1, page 252.

<sup>2</sup> *Records of the Massachusetts Bay Colony*, Boston, 1853, volume 1, page 279.

<sup>3</sup> *Ipswich Town Records*.

governor May 21, 1651. He continued to hold that office for seventeen years. He was in England some years later and was elected a member of the Royal Society, which was a tribute to his scientific accomplishments. He obtained from King Charles II a charter uniting the colonies of New Haven and Connecticut, being himself named in the charter as the first governor of the united colonies. He died April 5, 1676, while at Boston, attending a meeting of the commissioners of the united colonies, and was buried by the side of his father in what is now King's Chapel Churchyard.

Deed from Passaquo and Saggaheew to the inhabitants of Pentucket (Haverhill), of the territory of the original town of Haverhill, dated Nov. 15, 1642. Reproduced two-thirds of the size of the original, which is in the possession of the Haverhill Historical Society.

[illegible]

with you on 7 June & I had to pay bank notes off at  
Lafayette City. You have written me a quantity of  
nice little letters. I saw a fine young man  
in the garden of St. Anne's church

Recorded the first of April 1661 among  
the Records of Lands for Essex at Boston  
40 other Federal Land Records

John Ward.  
 Robert Clement  
 Caitham Dyffin  
 John G. Swatt  
 William Wolfe

By paper of P. Pearce  
 Daniel

the marks of



the marks of

the marks of



Entered & Recorded in the County Records  
 for the State of Md: 2<sup>d</sup> pa. 29<sup>th</sup> day of  
 April 1671 as attested by the Brethren, rec<sup>d</sup>





## THE DEED OF HAVERHILL

Two years after the English settlement was made at what is now Haverhill, came the news of an impending massacre by the Indians to exterminate the English in all the region. This was in September, 1642, and the time appointed for the accomplishment of this design was fixed at a time soon after harvest. An order was issued by the governor and council to disarm Passaconaway, the Sagamore of the Pentuckets. In consequence of this proceeding, the inhabitants of Haverhill, or Pentucket, as the settlement was then called, secured from Passaquo and Saggahew, with the consent of Passaconaway, a deed of release of the territory of Haverhill, which was executed November 15th following. This ancient document was recorded in the old Norfolk Registry of Deeds<sup>1</sup> April 29, 1671, in the Town Records of Haverhill in 1680, and in the Ipswich Registry of Deeds<sup>2</sup> April 1, 1681. The following is a copy of this instrument transcribed from the original:—

Knowe all men by these p<sup>r</sup>sents that wee: Passaquo: and Saggahew, w<sup>th</sup> the consent of Passaconaway: haue sold vnto the *the* Inhabitants of Pentuckett all the lands we haue in Pentucket; that is Eyght myles in lenght from the little Riuer in Pentuckett westward: Six miles in lenght frō the aforesaid Riuer northward: And Six miles in lenght frō the foresaid Riuer Estward w<sup>th</sup> the Ileland and the Riuer that

<sup>1</sup> *Old Norfolk Registry of Deeds*, book 2, page 209.

<sup>2</sup> *Ipswich Registry of Deeds*, book 4, page 383.

the Ileland stand in as far in lenght as the land lyes by in formerly expresse, that is, fourteene myles in lenght: And wee the said Passaquo & Saggahew w<sup>th</sup> the consent of Passaconaway haue sold vnto the said Inhabitants all the Right that wee or any of vs haue in the said ground Ileland & Riuier: And Doe warrant it against all or any other Indeans whatsoever vnto the said Inhabitants of Pentuckett & to there heyres and assignes for euer Dated the fifteenth Day of nouember Ann Dom 1642.

witnes our hands & seales to this bargayne of sale the Day & yere aboue written in the p<sup>r</sup>sents of vs: wee the said Passaquo & Saggahew haue Receiued in hand for & in confideracon of the same three pounds & ten shillings

JOHN WARD

ROBERT CLEMENTS

TRISTRAM COFFYN

HEUGH SHERRATT

WILLIAM WHITE

The signe of

THOMAS  DAUCE SAGGAHEW:

the marke of

PASSAQUO



[SEAL]

The marke of



[SEAL]

Of these Indians, nothing more is known. The first witness to this deed was Rev. John Ward, the first pastor of the church in Haverhill. He was at this time thirty-six years old; and was so prominent in the town that it was called "Mr. Ward's plantation" in official records. He was son of Rev. Nathaniel Ward, a lawyer as well as divine, and compiler of the "Body of Liberties," the first code of laws established in New England, being adopted in 1641. Nathaniel Ward was also the author of the "Simple Coder of Aggawam." This colony received its name of Haverhill from Mr. Ward's birthplace in England. Robert Clements, the second witness, was one of the earliest settlers. He

came from England, lived in Salisbury awhile, and then moved up the river and became one of this colony. He was about fifty-two years old when he witnessed this deed. He was a man of ability and integrity, and held numerous public positions. Tristram Coffin, the next witness, came from the parish of Brixham, in Plymouth, England, and was, at this time, about thirty-three years of age. He came from Salisbury with Robert Clements. Hugh Sherratt came to this plantation with Mr. Ward, and was about fifty-three years old at the time of signing the deed. William White was one of the pioneers of the settlement, having gone across the river from Newbury, and at the time of signing the deed was thirty-two years old. He was one of the staunch citizens of the plantation. Thomas Davis, the last witness, was a sawyer by occupation, and came from Marlborough, in England. He was probably the youngest of the witnesses, being about thirty years old.

In 1680, when this deed was copied into the Town Records, the following testimony, taken by Nathaniel Saltonstall, Esq., of Haverhill, was recorded with it: —

The Rev<sup>d</sup> Teacher of y<sup>e</sup> Church & Towne of Haverhill Mr Jn<sup>o</sup> Ward; & w<sup>m</sup> White, & Tho. Davis do testifie that Haverhill Towneship or lands then by y<sup>e</sup> Indians called Pentucket, was purchased of y<sup>e</sup> Indians as is mentioned in y<sup>e</sup> deed in this paper contained, w<sup>c</sup> is entered upon record, And y<sup>t</sup> wee were then Inhabitants at Haverhill & present w<sup>th</sup> y<sup>e</sup> Indians Passaquoi, & Saggaihew (who were then the apparent owners of y<sup>e</sup> land; & so accounted) did signe and confirme y<sup>e</sup> same; And that then wee, (with others now dead) did signe our names to y<sup>e</sup> deed. Which land Wee have ever sinse en-

joyed peaceably without any Indian molestation from y<sup>e</sup> Grantors or their heirs.

Taken upon oath February y<sup>e</sup> 4<sup>th</sup> 1680 before

NATH: SALTONSTALL *Assist*; <sup>1</sup>

The original document was in the possession of William White, one of the witnesses to the deed, and his descendants until about 1860, when it was delivered into the custody of the town by E. A. Porter, administrator of the estate of the late Charles White, Esq. It is now in the possession of the Haverhill Historical Society, and is reproduced herewith.

<sup>1</sup> Below the record of the deed in the Town Records of Haverhill the following affidavit is written: —

“Leiv<sup>t</sup> Browne & Leiv<sup>t</sup> Ladd: both affirme upon oath that what is entered in y<sup>e</sup> Records for Haverhill, as y<sup>e</sup> deed of purchase from the Indians of Haverhill Towne-ship or lands, of which y<sup>e</sup> deed above written is a true cobby, was — is a true cobby, extract or transcript of the originall deed given by y<sup>e</sup> Indians.

“Taken upon oath, February y<sup>e</sup> 4<sup>th</sup> 1680. Before me,

“NATH: SALTONSTALL *Assist*.”

## THE CONVEYANCE OF ANDOVER

THE town of Andover originally included the present towns of Andover and North Andover and that part of the city of Lawrence which lies southerly of Merrimack River. This territory was called by the Indians Cochickawick, and was a part of the territory of Naumkeag, which was included within the domain of the redmen ruled by the Massachusetts tribe.

The sagamore of the Massachusetts when Andover was settled was Cutshamache, otherwise called Cutsmake or Cutshamakin, who lived near Dorchester, and was a kinsman of Passaconaway, the chieftain beyond the Merrimack. In 1636, Cutshamache was allowed by the general court sufficient gunpowder for nine or ten shots that he might kill some fowls for himself.<sup>1</sup> In 1642, he desired the colonial authorities to give him a coat, and the matter was referred to the treasurer of the colony, Captain Edward Gibbens.<sup>2</sup> March 7, 1643-44, he was one of the Indians who voluntarily placed themselves under the authority of the Massachusetts Bay Colony government.<sup>3</sup>

<sup>1</sup> *Records of the Massachusetts Bay Colony*, Boston, 1853, volume 1, page 181.

<sup>2</sup> *Records of the Massachusetts Bay Colony*, Boston, 1853, volume 11, page 27.

<sup>3</sup> *Records of the Massachusetts Bay Colony*, Boston, 1853, volume 11, pages 55 and 56.

The submission which the several Indians signed is as follows:—

“Wee haue & by these presents do voluntarily, & w<sup>th</sup>out any constraint or pswasion, but, of o<sup>r</sup> owne free motion, put o<sup>r</sup>selues, o<sup>r</sup> subiects, lands, & estates under the government & iurisdiction of the

The settlement at Cochickawick, which became the town of Andover, was begun in 1641; and a church was formed there October 24, 1645, when Rev. John Woodbridge of Newbury was installed as pastor. Mr. Woodbridge was born at Stanton, Highworth, Wiltshire, England, about 1613, his father being the minister of that parish. He came to Newbury with his uncle, Rev. Thomas Parker, and the colony constituting that settlement in 1635. He entered Harvard College, and was the first graduate. He was master

Massachusetts, to bee governed & pted by them, according to their iust lawes & orders, so farr as wee shalbee made capable of understanding; & wee do pmise for o'selues, & all o' subiects, & all o' posterity, to bee true & faithfull to the said government, & ayding to the maintenance thereof, to o' best ability, & from time to time to give speedy notice of any conspiracy, attempt, or evill intension of any which wee shall know or heare of against the same; & wee do pmise to bee willing from time to time to bee instructed in the knowledg & worship of God. In witnes whereof wee have hereunto put o' hands the 8<sup>th</sup> of the first mo, @ 1643-1644.

“ CUTSHAMACHE,  
NASHOWANON,  
WOSSAMEGON,  
MASKANOMETT,  
SQUA SACHIM.”

Before this submission was allowed to be accepted by them, the Indians were examined as to their religious belief and moral attitude. This examination was as follows:—

“ F. To worship y<sup>e</sup> onely true God, w<sup>ch</sup> made heaven & earth, & not to blaspheme him.

“ An: We do desire to rev<sup>er</sup>ence y<sup>e</sup> God of y<sup>e</sup> English, & to speake well of him, because wee see hee doth better to y<sup>e</sup> English than oth<sup>r</sup> gods do to others.

“ 2. Not to swear falcely. An: They say they know not w<sup>t</sup> swer-  
ing is among y<sup>m</sup>.

“ 3. Not to do any unnecessary worke on y<sup>e</sup> Saboth day, especially

of the Boston Latin School; married Mercy, daughter of Governor Thomas Dudley; and returned to Newbury, where he was a justice of the peace and deputy to the general court. He was a scholarly, but practical, man, patient and of an excellent spirit. He was the first minister ordained in Essex County, and the second in New England, the service occurring September 16, 1644. He was the leading person in the Andover settlement from his installation in 1645, and, in behalf of the town, he purchased of the sagamore Cutshamache all the right and interest of the chief in

w<sup>th</sup>in y<sup>e</sup> gates of Christian townes. An : It is easy to y<sup>m</sup>; they have not to do on any day, & they can well take their ease on y<sup>t</sup> day.

“ 4 To hono<sup>r</sup> their parents & all their supio<sup>r</sup>s.

“ An : It is their custome to do so, for the inferio<sup>r</sup>s to hono<sup>r</sup> their supio<sup>r</sup>s.

“ 5. To kill no man w<sup>th</sup>out iust cause & iust authority.

“ An: This is good, & they desire to do so.

“ 6. To comit no unclean lust, or fornication, adultery, incest, rape, sodomy, buggery, or bestiality. An : Though sometime some of y<sup>m</sup> do it, yet they count that naught, & do not allow it.

“ 7. Not to steale. An : They say to y<sup>t</sup> as to y<sup>e</sup> 6<sup>th</sup> quere.

“ To suffer their children to learn to reade Gods word, y<sup>t</sup> they may learn to know God aright, & worship him in his owne way.

“ They say, as oportunity will serve, & English live among y<sup>m</sup>, they desire so to do.

“ That they should not bee idle.”

To these statements the Indians consented, acknowledging them to be good. The authorities were satisfied with the result of the examination and accepted their allegiance. The general court ordered the colonial treasurer to give each of the Indians a coat of red cloth, — two yards of material in each, and a potful of wine. The Indians presented the members of the court with twenty-six fathom of wampum.

— *Records of the Massachusetts Bay Colony*, Boston, 1853, volume II, pages 55 and 56.



the territory which included the land six miles to the south of the English village, which was at the present centre of North Andover village, easterly to the then Rowley, now Boxford line, and northward to the Merrimack River. No deed confirming this transfer was given, as far as known, and the transaction was oral and made in the presence of the general court, at Boston, May 6, 1646.<sup>1</sup>

The consideration of six pounds was paid, it is said, by Mr. Woodbridge and Edmund Faulkner. As part of the consideration there was also given to the sagamore a coat and a provision made that Roger, the Indian, and "his company" have liberty to take alewives in Cochickawick River for their own consumption, but that the last privilege should cease if the Indians spoiled or stole any corn or other fruit belonging to the English inhabitants of any considerable value. Further, it was agreed that Roger should continue to enjoy the four acres of ground where he then planted.

<sup>1</sup> Rev. John Woodbridge closed his pastoral relations with Andover in 1647, and went to England, where he became chaplain of the court of commissioners which tried, convicted and executed King Charles I, in 1649. Mr. Woodbridge was subsequently settled in a parish in Andover, in Hampshire, England. He returned to America in 1663, and became assistant to his uncle, Rev. Mr. Parker, at Newbury. He died March 17, 1695, at the age of eighty-two. As a Harvard graduate, President Dunster called him the "most honorable of his class"; Cotton Mather named him: "Leader of the Whole Company, A Star of the first magnitude"; and Doctor Calamy said, "He was a great man every way, the lasting glory, as well as the First Fruits of that Academy."

On that day, Cutshamache was allowed by the general court the privilege of buying two or three pounds of swan shot. — *Records of the Massachusetts Bay Colony*, Boston, 1853, volume II, page 148.



The record of this release is as follows : —

At a General Co<sup>r</sup>te, at Boston, the 6<sup>th</sup> 3<sup>th</sup> mo 1646, Cutshamache, sagomore of y<sup>e</sup> Massachusetts came into y<sup>e</sup> Co<sup>r</sup>te, & acknowledged y<sup>t</sup> for y<sup>e</sup> sume of 6<sup>l</sup> & a coate, w<sup>ch</sup> he had already received, hee had sould to M<sup>r</sup> John Woodbridge, in behalfe of y<sup>e</sup> inhabitants of Cochichawick, now called Andiver, all his right, interest, & priviledge in y<sup>e</sup> land 6 miles southward from y<sup>e</sup> towne, two miles eastward to Rowley bounds, be y<sup>e</sup> same more or lesse, northward to Merrimack Ryver, pvided y<sup>t</sup> y<sup>e</sup> Indian called Roger & his company may have lib<sup>r</sup>ty to take alewives in Cochichawick River, for their owne eating ; but if they eith<sup>r</sup> spoyle or steale any corne or oth<sup>r</sup> fruite, to any considerable value, of y<sup>e</sup> inhabitantes there, this lib<sup>r</sup>ty of taking fish shall forever cease ; & y<sup>e</sup> said Roger is still to enioy foure acres of ground where now he plants. This purchase y<sup>e</sup> Co<sup>r</sup>te alowes of, & have granted y<sup>e</sup> said land to belong to y<sup>e</sup> said plantation for ev<sup>r</sup>, to be ord<sup>r</sup>ed & disposed of by them, reserving liberty to y<sup>e</sup> Co<sup>r</sup>te to lay two miles square of their southerly bounds to any towne or village y<sup>t</sup> hereafter may be erected thereabouts, if so they see cause. Cutshamache acknowledged this before y<sup>e</sup> magistrates, & so y<sup>e</sup> Co<sup>r</sup>te appveth thereof, & of the rest in this bill to be recorded, so as it piudice no former graunt.<sup>1</sup>

The name of Roger is perpetuated in Roger's Brook, and in Roger's Rock<sup>2</sup> until a generation ago, when the latter well-known landmark was removed.

At the period when this transaction occurred alewives swam in the streams here in large numbers, but

<sup>1</sup> *Records of the Massachusetts Bay Colony*, Boston, 1853, volume II, page 159.

<sup>2</sup> Roger's Rock was near the present site of the South Congregational meeting house.

were of the less desirable variety of fish, being similar to herring.

Whether the provision that the Indians should abstain from spoiling or stealing corn or other fruit to "any considerable value" indicates that it was assumed that the planting ground of the white man should be free to them on necessary occasions to a limited extent is an open question. If it had been a concession to the Indians when they were in great need of food, the spoiling of the corn would not probably have been mentioned. Further, if this were true, the imperfect ears, or otherwise second quality of the corn or fruit, as in the case of the fish, would have been allowed to the Indians. It seems rather a recognition of the mischievous, careless, and thieving propensity of the red men. This is not to be charged against them too severely, however, for rights of property, especially of natural products, was not a part of the curriculum of their early training.

## NEWBURY DEEDS

THE earliest deed given by the Indians of land in the town of Newbury was that of Great Tom, as he was called, under date of April 16, 1650. The premises conveyed consisted of thirty acres of planting land near Indian Hill. The consideration paid for the land was three pounds, and the conveyance was made to William Gerrish, Abraham Toppan, and Anthony Somerby in behalf of the town. Major Ben: Perley Poore, who lived at Indian Hill, possessed this ancient deed, and when at work on the history of the Poore family, took it to Washington, where he expected to complete his work. He died there soon after, in 1887. His family instituted a search for his manuscripts and learned that the persons having custody of his effects had destroyed his papers, considering them of no particular value. The following transcript of this deed was taken from a contemporary copy made from the original by Anthony Somerby, one of the grantees and clerk of the town:—

Witness by these presents that I, Great Tom, Indian, for and in consideration of three pounds in hand paid by and received of the townsmen of Newbury, have given, granted, covenanted, and fully bargained, and for and by these presents do give, grant, convey confirme, bargain, and sell all that my thirty acres of planting land as it is fenced in one entire fence in Newbury, lying neere Indian hill, with all my right, title, and interest in all the woods, commons, and lands that I have in the township of Newbury to have and

to hold, all the said premises Respectively to bee to the proper use and behoof of the said inhabitants of the Said Towne of Newbury, their heirs, executors, administrators, and assignes for ever, and I, the said Great Tom, Indian, doe hereby engage and bind myself, mine heirs, executors, and assignes unto Mr. William Gerish, Abraham Toppan, and Anthony Somerby, being Townsmen in the behalf of Said Towne, to warrantize the said Bargained premises to the said Towne and for ever defend.

In witness whereof I the said Great Tom, Indian, have sett my hand and seale April 16, 1650.

Witness

JOHN BARTLET, the mark X of GREAT TOM, Indian.

WILLIAM TITCOMB.

Of these persons who received the title for the town, Captain William Gerrish came from Bristol, England, to Newbury about 1640, and at the time of this transaction with the Indians was about thirty-three years of age. A month afterward he was elected one of the deputies to the general court and was re-elected in 1651, 1652, 1653, and 1673. Abraham Toppan was a cooper by trade, and had come to Newbury in 1637. At the time that he appeared as a party to this deed, he was about forty-two years old, and was somewhat prominent in the affairs of the town. Anthony Somerby was a schoolmaster and the town clerk at that time. He was about forty years of age, and had come from Little Bytham, Lincolnshire, England, in 1639.

Of the witnesses to the deed, John Bartlet was of middle age, and lived in Newbury, holding some minor town offices. William Titcomb was about forty years of age at the time he witnessed the deed. He

Deed from Job and Mary to Henry Sewall, of Indian field,  
in Newbury, dated May 14, 1681. Reproduced same size as  
the original, which is in the possession of the Ould Newbury  
Historical Society.

To all People to whom this present deed of  
-chth, Hagar Indian & Mary Indian, Dau  
-bury Falls deceased To Mr. Henry Sewall  
New-England Land Creating &c. Now known  
Indians for good causes them thereunto  
Pounds thirteen Shillings & four Pence a  
Henry Sewall before ye Sealing & Delivering  
acknowledg themselves fully Satisfyed & Pa  
and ye D<sup>d</sup> Job, Hagar, & Mary doe by the  
Bargain Sell &c. Enfeoff & Confirm  
Land lying in Newbury aforesaid Bounded  
Northerly Side with ye great Brook  
Side with a Line running from ye head of  
near Andover Road, and on the Southe  
ly called ye Indian Field, Containing 6  
more or less, together with all the  
to Lines, with Rivers, Brooks & Springs  
to Hold ye D<sup>d</sup> part of Land with all  
unto said Henry Sewall his Heirs  
and Mary acknowledging themselves to have  
Indians can lay any rightfull Claim to them  
up all their Writings & Evidences concerning  
and that they will give hereafter more  
-quiring ye same, by Deed or other legal  
Mary Indians have Set to their Hand  
six hundred Eighty & one

Job Indian  
his mark



eed of S<sup>d</sup> shall come: To<sup>t</sup> Indian, Grand-  
Daughter to O<sup>t</sup> Will Indian late of New-  
Sewall of Newbury in ye Massachusetts Colony in  
you know ye that the<sup>d</sup> To<sup>t</sup> Job, Hagar & Mary —  
moving, and especially in Consideration of Six  
one a piece in Hand paid to each of them by To<sup>t</sup>  
Delivery of the<sup>d</sup> Presents, with which Sumes, they  
To<sup>t</sup> & Paid Have Given granted Bargained To<sup>t</sup>  
these Presents fully and absolutely, Give,  
in unto ye To<sup>t</sup> Henry Sewall one parcel  
ceded and Bounded as followeth viz. on ye  
moving along ye High-Fields, on ye Western  
Side of To<sup>t</sup> Sewall's Farm to ye Upper Falls at a  
Sootherly Side with Newbury River; being  
Estimation one hundred & Sixty Acres, be  
Land in Newbury Bound though without  
Springs of Water, Trees & Herbage To Have and  
all Priviledges & Appurtenances thereto belonging  
Heirs & Assigns for Ever. Moreover ye To<sup>t</sup> Job, Hagar  
have full authority to convey a Land, and ye no other  
to them; and they oblig themselves Heirs & Assigns to give  
it into ye Hands of To<sup>t</sup> Sewall his Heirs & Assigns  
more ample Assurance of ye Premises to To<sup>t</sup> Sewall &c. He  
Legal my: In Witness whereof the To<sup>t</sup> Job, Hagar, &  
Seals this fourteenth day of May one Thousand

Mary  
Indian's mark





was prominent in Newbury, which he represented in the general court in 1655 and 1656.

Other than in this deed there is no reference to Great Tom in existing records.

The next deed executed by an Indian of lands in Newbury is that of Job, Hagar, and Mary, Job being apparently a grandchild and Hagar and Mary daughters of Old Will, who had formerly lived at Newbury Falls, now within the limits of Byfield Parish, and at the time of drawing the deed was deceased. The premises described in the instrument consisted of about one hundred and sixty acres of land, called "ye Indian field," and all their other land in Newbury. The consideration of the conveyance was six pounds, thirteen shillings, and fourpence; the grantee was Henry Sewall; and the date of the deed was May 14, 1681. Henry Sewall lived in Newbury, having emigrated with his father from Coventry, England, in 1634. He was about fifty-five years old at the time this deed was executed. He was a prominent and influential man in Newbury, being representative to the general court in 1661, 1662, 1663, 1666, 1668, and 1670. He was father of the distinguished Chief-Justice Samuel Sewall of Boston, who was connected with the witchcraft trials at Salem in 1692.

The original deed is written on paper, and measures about nine inches in length and seven in breadth. The original document is in existence, and deposited with the Ould Newbury Historical Society, at its rooms in Newburyport. There is no known record of it, and an exact reproduction of it is given herewith.

The following is a copy taken from the original instrument:—

To all People to whom this present Deed of Sale shall come: Job Indian, Grandchild, Hagar Indian & Mary Indian Daughter to Old Will Indian late of Newbury Falls deceased To Mr. Henry Sewall of Newbury in y<sup>e</sup> Mafsachufets Colony in New-England Send Greeting &c. Now Know ye that the <sup>fd</sup> Job, Hagar & Mary — Indians for good causes them thereunto moving, and especially in Confideration of Six Pounds thirteen Shillings & four Pence a piece in Hand paid to each of them by <sup>fd</sup> Henry Sewall before ye Sealing & Delivery of these Presents, with which Sumes they acknowledged themselves fully Satisfyed & Paid Have Given Granted Bargained Sold and ye <sup>fd</sup> Job, Hagar, & Mary doe by these Presents fully and absolutely Give Bargain Sell Aliene, Enfeoff & Confirm unto ye <sup>fd</sup> Henry Sewall one parcell of Land lying in Newbury abouefaid Buttelled and Bounded as followeth viz. on y<sup>e</sup> Northerly Side with y<sup>e</sup> great Brook running along y<sup>e</sup> High-Field, on y<sup>e</sup> Westerly side with a Line runne from ye head of <sup>sd</sup> Sewall's Farm to y<sup>e</sup> Uper Falls at or near Andover Road, and on the Southerly Side with Newbury Riuer; being comonly called y<sup>e</sup> Indian Field, containing by Eftimation one hundred & Sixty Acres be it more or Lefs, together with all their Land in Newbury Bounds though without ye <sup>fd</sup> Lines, with Rivers, Brooks & Springs of Water, Trees & Herbage To Have and to Hold ye <sup>fd</sup> parcell of Land with all Priviledges & Apurtenances thereto belonging unto <sup>fd</sup> Henry Sewall his Heirs & Afsigns for Ever. Moreover ye <sup>fd</sup> Job, Hagar and Mary acknowledged themselves to have lawfull authority to Convey <sup>sd</sup> Lands, and y<sup>t</sup> no other Indians Can lay any rightfull Claim to them; and they oblige themselves Heirs & Afsigns to give up all their Writings & Evidences concerning it into y<sup>e</sup> Hands of <sup>sd</sup> Sewall his Heir & Afsigns and that they will give hereafter more ample Afsurance of y<sup>e</sup> Premises to <sup>sd</sup> Sewall &c. He requiring y<sup>e</sup> Same,

by Deed or other legal way : In Witnefs whereof the fd Job, Hagar ; & Mary Indians have Set to their Hands & Seals this fourteenth day of May one thoufand fix hundred Eighty & one

JOB Indian	[SEAL]	MARY	[SEAL]
his Mark <b>I</b>		Indian's mark <b>M</b>	

Why Hagar did not sign this deed is unknown.

The deed of the territory of the town of Newbury was executed by Samuel English, son of Sarah, and grandson of Masconomet, the sagamore of Agawam. The identity of Samuel English was proved by the oaths of Joseph Foster of Billerica and Moses Parker of Chelmsford January 10, 1700-01, when they appeared before Daniel Peirce and Thomas Noyes, both of Newbury, justices of the peace and of the quorum.<sup>1</sup> These justices were prominent men. Captain Peirce was born in Newbury May 15, 1642, being son of

<sup>1</sup> “ The Deposition of Joseph Foster Testifieth & saith that he did know Sarah y<sup>e</sup> Daughter of Maschanominet the Sagamore of Agawam & further that Samuel English was reputed to be her Eldest Sonne now Suruiuing Joseph Foster appeared y<sup>e</sup> Tenth Day of January 1700 & made Oath to y<sup>e</sup> Truth of y<sup>e</sup> above written Testimony before vs:

“ DANIEL PEIRCE } *Justices of*  
 THOMAS NOYES } *y<sup>e</sup> peace*”

“ The Deposition of Moses Parker Testifieth & Saith that he very well knoweth that Samuel English is y<sup>e</sup> reputed Son of Sarah the Daughter of y<sup>e</sup> Sagamore Maschanominet & Eldest Son now Suruiuing.

“ Moses Parker appeared the Tenth Day of January 1700/1 & made Oath to y<sup>e</sup> Truth of y<sup>e</sup> above written Testimony before vs.

“ DANIEL PEIRCE { *Justices of*  
 THOMAS NOYES { *y<sup>e</sup> peace*  
                               *Quorum vnus*”

— *Essex Registry of Deeds*, book 14, leaf 67.

Daniel Peirce, a blacksmith, who came from London, England, about 1637. Captain Peirce was fifty-eight years of age at this time. He had represented the town of Newbury in the general court in 1682, 1683, and 1692. Colonel Noyes was a son of Rev. James Noyes, and was born in Newbury August 10, 1648, being at the time these affidavits were made fifty-two years old. He represented the town in the general court in 1692 (with Captain Peirce), 1693, 1694, 1696, 1698 and 1699.

The grantees of this deed were Cutting Noyes, Joseph Knight, Richard Dole, John Worth, and Joseph Pike, the selectmen of Newbury "in the behalfe & for y<sup>e</sup> vfe & propriety of Said Towne of Newbury." The consideration paid was ten pounds in current money. Of these selectmen, Cutting Noyes was a son of Nicholas Noyes, and was born in Newbury September 23, 1649, being at this time fifty-one years of age. Deacon Noyes was a prominent man in the town and church. Joseph Knight was a son of John Knight, Jr., and was born in Newbury June 21, 1652, being therefore forty-eight years old. He lived in Old Town, and apparently led a quiet farmer's life. Richard Dole was a son of Richard Dole, a native of Bristol, England, and was born in Newbury September 6, 1650, being at the time this deed was executed fifty years of age. He also led a quiet life. John Worth was a son of Lionel Worth, and was born in Newbury September 18, 1664, being at this time thirty-six years old. Joseph Pike was a son of Joseph Pike, and was born in Newbury April 17, 1674, being the youngest member of the board of selectmen, and only twenty-six years of age.

The deed is dated January 10, 1700-01; was acknowledged on the same day; and recorded, three days later, in the Essex Registry of Deeds, book 14, leaf 67. The following copy of this deed is taken from this record:—

To all people to whome these p'sents Shall come Samuel English Grandson and hier of Masconomet the Sagamore of Agawam an Indian in y<sup>e</sup> province of y<sup>e</sup> Mafsachufets in New England Sendeth Greeting Know yee that y<sup>e</sup> Said Samuel English good & Sufficient Reafons & confideracons mouing him Therevnto but Especialy for & in Confideracon of y<sup>e</sup> full & Just Summe of Ten pounds in Currant money of New England truly paid vnto me by Cutting Noyes Joseph Knight Richard Dole John Worth & Joseph Pike Select men of y<sup>e</sup> Towne of Newbury in y<sup>e</sup> Countey of Efsex in the Mafsachufets Bay in New England in y<sup>e</sup> behalfe of Said Towne of Newbury wherewith I The Said Samuel English doe hereby acknowledge my Selfe fully Satisfied paid & Content for Euer Haue giuen granted bargained & Sold & doe by these presents for me my hiers Executors administrators & assigns for Euer giue grant bargain Sell & Confirm vnto y<sup>e</sup> abouesd Select men in the behalfe & for y<sup>e</sup> vse & propriety of Said Towne of Newbury and Thier hiers for Euer a Tract of land Containing Ten Thousand acres be it more or lefs lying within y<sup>e</sup> Towneship of Said Newbury & Containeth the whole Towneship of s<sup>d</sup> Towne & is abutted and bounded Easterly by y<sup>e</sup> Sea northerly & northwesterly by Merrimack riuer westerly by Bradford Line & Southerly by Rowley Line together with all y<sup>e</sup> wood Timber lands grounds Soyles Waters Streames Riwers Ponds fishings huntings stones mines mineralls hereditaments & all The appurtenances belonging to y<sup>e</sup> Same & Euery part thereof within Said Towneship To Haue & To Hold to Them y<sup>e</sup> Said Cutting Noyes Joseph Knight Richard Dole John Worth Joseph Pike Select men in y<sup>e</sup> name & behalfe & for y<sup>e</sup> vse benefit & behoofe of s<sup>d</sup> Towne of Newbury &

Thier hiers Executors adm<sup>rs</sup> and afsigns in peaceable & quiet pofsefsion for Euer freely and Cleerly acquitted releafed & discharged of all & from all manner of Claims & demands whatsoever and further I y<sup>e</sup> Said Samuel English doe hereby Couenant promife & grant to & with y<sup>e</sup> Said Select men in the behalfe of s<sup>d</sup> Towne that at and vntill y<sup>e</sup> Enfealing & deliuey of thefe psents I had good right full power & lawfull authority to grant & Convey y<sup>e</sup> abouesaid premifes with y<sup>e</sup> apurtenances and Every part Thereof as aforesaid it defcending to me from Mafchanomett Sagamore as aforesaid & I y<sup>e</sup> Said Samuel English shall & will for Euer hereafter fully & freely releafe & relinquish my whole right & Title therevnto & Euery part thereof hereby binding my Selfe hiers Executors adm<sup>rs</sup> for Euer to defend y<sup>e</sup> Said Select men and The Towne of s<sup>d</sup> Newbury in their pofsefsion of all the aboue granted & Specified premifes & thier hiers for Euer from y<sup>e</sup> Lawfull Claimes of all manner of perfons whatsoever in any manner of wife In Witnefe whereof I The Said Samuel English haue herevnto Set my hand & Seale This Tenth Day of Jan<sup>y</sup> Seuenteen hundred alias Seuenteen hundred & one & in the Twelfth yeare of y<sup>e</sup> Reign of our Soueraign Lord William y<sup>e</sup> third King ouer England &c.

Signed Sealed & Deliuered

in p<sup>s</sup>ence of vs

Signum

JOSEPH FFOSTER SEN<sup>r</sup>

SAM<sup>ll</sup>



ENGLISH & Seale

MOSES PARKER

JON<sup>a</sup> FFAIREBANK

Samuel English y<sup>e</sup> Suruiuing hier of y<sup>e</sup> Mafconomet y<sup>e</sup> Sagamore of Agawam appeared before vs y<sup>e</sup> Subscribers y<sup>e</sup> Tenth day of January in the Twelfth yeare of his Maj<sup>ties</sup> Reign Annoq Domini 1700/1 & acknowledged This aboue written Instrument to be his act & deed before vs.

DANIEL PEIRCE } *Justices of*  
 THOMAS NOYES } *y<sup>e</sup> peace*

## THE CONVEYANCE OF NAHANT

POQUANUM, sachem of Nahant, had a complexion much darker than the other Indians of that locality, and for that reason was called Black Will. He was also known as Duke William. In or before the year 1632, he conveyed the peninsula of Nahant, for a suit of clothes, to Thomas Dexter, who lived near the ironworks on Saugus River. He was known as Farmer Dexter. There is no record of any deed in confirmation of this sale, and most that is known about it is contained in the affidavits on file in the office of the clerk of courts, at Salem, in a suit at law brought by Mr. Dexter against the town of Lynn for trespass in feeding cattle and building houses on Nahant. This was in the year 1657.<sup>1</sup>

<sup>1</sup> Christopher Lindsey deposed as follows : —

“ This I Christopher Linfie doe testifie that Thomas Dexter bought Nahant of Blacke will or duke william & Employed me to fence pte of itt when I liued wth Thomas Dexter

“ This is A coppie of an oath taken before me ffra: Johnfon Comiffioner 15<sup>th</sup> : 2<sup>mo</sup> : 1657

“ memorand: Lindfy denied in court that he was euer presnt at any bargaine &c.”

William Winter deposed as follows: —

“ The testimonie of william winter Aged 73 years or theirabouts, Testifieth that Black will or duke william soe Called came to my house (w<sup>ch</sup> was two or three miles from Nahant) when Thomas Dexter had bought Nahant of him for a sute of Cloths, the said Black will Asked me what I would giue him for the Land my house stood vpon, itt beinge his Land, and his ffathers wigwame stood their abouts, James Sogomore & John, & the Sogomor of Agawame & diuers more, And George Sogomer beinge a youth was p<sup>r</sup>sent all of them acknowledginge



Poquanium was always friendly to the English, and his end was sad as well as tragical. He was found at Richmond's Isle, near Portland, Maine, by a party who were in search of pirates, and they charged him with the murder of Walter Bagnall, who had been killed by Indians a year or two before. He was undoubtedly guiltless of the crime, but one Indian was the same as any other Indian, and he was hanged. He had several children, — Ahawayet, who married Wenepoykin, Queakussen, who was also called Captain Tom, or Thomas Poquanium, and lived at Wamesit,<sup>1</sup> near Pawtucket Falls, and a daughter who married Sagamore George.

Black will to be the Right owner of the Land my house stood one & Sogomo<sup>r</sup> hill & Nahant was all his and further faith not

“This is A Coppie of an oath taken before me ffra: Johnson Comissioner 15<sup>th</sup> 2<sup>mo</sup> 1657”

— *Salem Quarterly Court Files*, book 3, leaf 118.

<sup>1</sup> See his deposition on pages 8 and 9.



Deed from Joane Quanapohkownat and others to Capt. Samuel Ward and another, trustees for the proprietors of the town of Marblehead, of the territory of Marblehead, dated July 18, 1684. Reproduced about one-fourth of the size of the original, which is on parchment and framed and hung on one of the walls in the office of the town clerk, in Abbot Hall, Marblehead.



[illegible]

Handwritten notes and diagrams on a piece of paper, including a small sketch of a box and some illegible text.



## THE DEED OF MARBLEHEAD

IN the Indian court held at Natick August 15, 1672, Ahawton, of Punkapog,<sup>1</sup> aged about seventy, the native ruler of that town of praying Indians, and an old and faithful friend of the English, stated under oath that he knew that George with No Nose was sagamore of the Marblehead territory, and as such, according to the ancient custom of the Indians, he was the chief proprietor; and James Quanapohkowmet was a near kinsman to George with No Nose and interested in that territory. On the same day, in the same court, George with No Nose and his kinswoman, Jone Quanapokwait, appeared and agreed and declared that all the right of the Sagamore to the territory should belong to James to dispose of, and George with No Nose agreed to join with James in a deed of it, providing he had one half of the consideration.

June 10, 1681, Wayband and Piam Bowhow, Indians, each aged about seventy-seven, appeared before Daniel Gookin, Sr., an assistant, and under oath narrated the events stated in the preceding paragraph.<sup>2</sup>

<sup>1</sup> Stoughton, Massachusetts.

<sup>2</sup> "Old Ahaton of Punkapog aged about Seaventy years affirmeth apon his oath y<sup>t</sup> he Knows y<sup>t</sup> George Saggamore w<sup>th</sup> no nose was Saggamore of y<sup>t</sup> place, where marblehead is seated, & according to y<sup>e</sup> old Indians Custome he y<sup>e</sup> s<sup>d</sup> George Saggamore was cheife propriator of those lands att marblehead, yet moreover he knows y<sup>t</sup> James Quana-pohkowat is neer Kinsman to y<sup>e</sup> s<sup>d</sup> Saggamore & is also interested in those lands Sworn in y<sup>e</sup> Court att natick y<sup>e</sup> 15: 6<sup>th</sup> mo: 1672 attested by Dan<sup>ll</sup> Gookin affistt:

"Wayband aged Seaventy Seaven years & Piam Bowhow aged

Later, James and some other Indians made a claim to the territory of Marblehead ; and a meeting of the commoners and proprietors of the town was held July 14, 1684, to consider the matter. It was agreed that a committee be appointed to investigate the claim. This committee consisted of Moses Maverick, John Devereaux, Captain Samuel Ward, Thaddeus Riddan, William Beal, Thomas Pitman, Richard Read, and Nathaniel Walton, together with the selectmen of the town. It was also voted that, in case the committee reported that any part of the claim was valid, Captain Ward and Mr. Devereaux be authorized to settle with the Indians and obtain a deed from them. At the same meeting it was also voted that whatever was paid to the Indians for their deed and the necessary expenses of the service of the committee would be repaid to them.<sup>1</sup>

about Seaventy Seven years doe upon y<sup>r</sup> oathes affirme to y<sup>e</sup> truth of y<sup>e</sup> above written testimonie y<sup>e</sup> 10<sup>th</sup> of June 1681 before Dan<sup>ll</sup> Gookin s<sup>r</sup> Assistant

“ Georg. Sagamore w<sup>th</sup> no nose appeared in y<sup>e</sup> Court held at Natick among the Indians y<sup>e</sup> 15<sup>th</sup> of 6 month 1672 & also there appeared Jone Quanopokowait Kinsman to y<sup>e</sup> s<sup>d</sup> George they both agreed & declared in open Court y<sup>t</sup> all y<sup>e</sup> right of George Saggamore in the Lands of Marblehead of Antient tyme, George he Consents y<sup>t</sup>: James shall have it, dispose of it & he will joyne w<sup>th</sup> him, to make y<sup>e</sup> deed for it upon Condition y<sup>t</sup> Georg Saggamore is to reseeve one moiety of y<sup>e</sup> paye & y<sup>e</sup>: other Contraly to reseeve y<sup>e</sup> other half Don in Court att Natick y<sup>e</sup> 15 of august 1672

“ as Attest DAN<sup>LL</sup> GOOKIN

“ These are Copies taken out of y<sup>e</sup> Courts records att Natick this 19: of June 1684 as Attest:

“ DANIELL GOOKIN s<sup>r</sup> Assistant ”

— *Essex Registry of Deeds*, book 7, leaf 8.

<sup>1</sup> “ Julie 14<sup>th</sup> 1684

“ Att a metting of the Comoners and proprietors legally warned

Apparently, James convinced the committee that he had a claim, as Messrs. Ward and Devereaux paid him and his associates fourteen pounds and thirteen shillings for the release of their title to the territory.

Of this committee, Moses Maverick was a merchant, and lived in Marblehead as early as 1637. John Devereaux was a fisherman, and with Mr. Maverick, was of the first board of selectmen, in 1648. Captain Ward was a vintner and cooper, and had lived there for a score of years at least. Thaddeus Riddan was a merchant, having moved from Lynn to Marblehead ten years or more previously. William Beal had lived there as long as Mr. Riddan. Thomas Pitman was of Marblehead when it became a town, in 1648. Richard Read was a fisherman, and well along in years; and Nathaniel Walton was son of Rev. William Walton, the pastor of the church for many years, who had died sixteen years before this transaction.

The Indians who became parties to the deed were upon occasion of Jaems the Indeon and sume other Indeons pretending a title and Claime to the township of marblhed:

“it is votted and agreed to by generall consent that M<sup>r</sup> Mosis Maverick m<sup>r</sup> John Deverix Capt<sup>t</sup> Sam<sup>ll</sup> Ward m<sup>r</sup> Thedeous Riddan William Beall Thomas Pittman Richard Read and Nathanill Waltown be Joyned as a Comittee with the present Select men of the Town to mack Inquierie into the saied afaire and sarch after the pretended Claime and truth of thear title and upon finding any Realltye in such pretence doe authorieze and Impower Capt<sup>in</sup> Sam<sup>ll</sup> Ward and m<sup>r</sup> John Deverix to compound and agre upon Resonabl Terms with the saied Indeons taking a ferme deed which may be vallued in law from them and macke Returne of the saeme Engaging to Reimburs to the aforesaid parsons what ever thay shall engage in the matter and defray all thear nesesarie expense about the same and stand to the agreement the aforesaid parsons shall make in and about the saied afaire.”

— *Marblehead Town Records.*



Joane Quanapohkownat, the widow of John Quanapohkownat of Natick, James Quanapohkownat, called by the English James Rumney Marsh, Israel Quanapohkownat, James' eldest son, Sarah Quanapohkownat, James' daughter, all of Natick, Joane Ahawayetsquanie, widow of George, the sagamore, otherwise named Wenepawweekin, of Chelmsford, and their daughters Susannah and Sarah Wenepawweekin, David Nonoponowgo, John Tonotoughoquonug, grandchildren of said Sagamore George.

The committee agreed with the Indians quickly, as the town meeting was held July fourteenth and the deed was prepared and executed on the eighteenth. After the deed was drawn and signed, Joseph Quanapohkownat, otherwise called by the English Joseph English, a grandson of John Quanapohkownat, deceased, mentioned in the deed, came in and signed an addition to the deed, in which he released his interest in the territory of Marblehead, acknowledging it with the others.

The following is a copy of the deed transcribed from the original instrument, which hangs in a frame on one of the walls in the office of the town clerk in Abbot Hall, Marblehead, and is herewith reproduced. It is recorded in the Essex Registry of Deeds, book 7, page 1.

To all People to whome this present Deed of Sale fhall come Joane Quanapohkownat relict Widdow of Old John Quanapohkownat of Natick within the Colony of the Massachusetts Bay in New England dec<sup>d</sup> James Quanapohkownat als James Rumny Marsh and Israel Quanapohkownat eldest Sonne of the s<sup>d</sup> James Sarah Quanapohkownat daughter of the s<sup>d</sup> James all of Natick, Joane Ahawayetsquaine







The four kinds of impressions used upon the wax seals of the deed of Marblehead. Reproduced same size as the original.



relict Widdow of George Saggamore als Wenepawweekin late of Chelmsford in New England afforesaid dec<sup>d</sup> Susannah and Sarah Wenepawweekin Daughters of the s<sup>d</sup> George Saggamore David Nonoponowgo John Tonotoughoquonug Grandchildren of s<sup>d</sup> George Saggamore decd Send greeting Know yee that the s<sup>d</sup> Jone Quana pohkownat James Quana pohkownat Israel Quana pohekownat Jone Ahawayetsquaine Susannah and Sarah Wenepawweekin David Nonoponowgo John Tonotoughoquonug for and in consideration of the Summe of Sixteene pounds Currant money of New England to them in hand paid at and before the Ensealing and delivery of these presents by Cap Samuel Ward and John Devorex of Marblehead within the affores<sup>d</sup> Colony in New England Merchants as Trustees for the proprietors in and Purchasers of the Township of Marble head well and truely paid the receipt whereof they doe hereby acknowledge and themselves there w<sup>th</sup> to be ffully satisfied and contented and thereof and of every part thereof doe hereby acquitt Exonerate and discharge the said Samuel Ward & John Deverex as Trustees abovesaid their heirs Executors and Adminis[tra]-tors as also all the rest of the Purchasers and Proprietors of s<sup>d</sup> Township of Marblehead and eache and every of them for ever by these presents have given graunted bargained Sold aliened Enfeoffed and confirmed and by these presents Doe ffully freely cleerly and absolutely give grant bargain, Sell aliene Enfeoffe and confirme unto them the s<sup>d</sup> Samuel Ward and John Devorix as Trustees abovesaid and to their heirs and assigns for ever to and for the Sole use benefitt and behoofe of the Proprietors in and Purchasers of the Township of Marblehead afforesaid All the said Townshipp of Marblehead viz As well the Great Neck as the Land on Marblehead side being butted and bounded partly w<sup>th</sup> the River and seas from a Certain place comonly called and knowne by the Name of Forrest River Bridge to a place called Beavour brooke and partly by Land belonging to the Towne of Salem : or howsoever the s<sup>d</sup> Towneship or

any part or parcell thereof is butted and bounded or reputed to be bounded Together with all houfes Edifices buildings Lands Yards orchards Gardens Meadows Marshes, feedings Grounds Rocks Stones beach flatts pastures fences Commons Comons of Pasture; woods underwoods Swamps waters water courses damms ponds headwares fishings fowlings wayes Easements proffitts priuiledges rights commodities Emoluments Royalties Hereditaments and appurtenances whatsoever to the said Towneship of Marblehead and other the premises belonging or in any wise appertaining or therewith now vsed occupied or enjoyed as part parcel or member thereof: and also all rents Arreareages of Rents Quitt Rents Rights and appurtenances whatsoever (nothing Excepted or reserved) And also all Deeds writings and evidences whatsoever touching and concerning the premises or any part or parcel thereof To Have and to hold all the said Towneship of Marblehead viz as well the Great Neck as the Lands on Marblehead side butted and bounded as aboves<sup>d</sup> with all other granted premises with their and every of their rights members and appurtenances and every part and parcell thereof hearby granted bargained and Sold or ment mentioned or intended to be hereby granted and Sold unto the s<sup>d</sup> Samuel Ward and John Devorex as Trustees abovesaid and to their heires and Assignes forever to and for the Sole use benefitt and behoofe of the Proprietors in and Purchasers of the said Towneship of Marblehead: And the said Jone Quanapohkownat James Quanapohkownat als James Rumny Marsh Israel Quanapohkownat Jone Ahawayetsquaine Susannah and Sarah Wenepawweekin David Nonopðnowgo and John Tonotoughoquonug for themselves their heirs Executors & adm<sup>rs</sup> joyntly Severally and respectively doe hereby covenant promise and graunt to and w<sup>th</sup> the s<sup>d</sup> Samuel Ward and John Devorix as trustees aboves<sup>d</sup> & their heirs *heirs* and Assignes on behalfe of the Proprietors and Purchasers of the said Towne of Marblehead in manner and forme following (that is to Say) that at the time of this pre-



My dear Sir,  
I have the honor to receive your letter of the 12th inst. by Gane. I have not been able to answer it sooner, but I am now at home, and I am sorry to hear that you are not well. I am very sorry to hear that you are not well, and I am very sorry to hear that you are not well.

Very truly,  
Henry B. Swain

Wm. Lloyd Garrison  
New York



Attestation of the witnesses to the deed of Marblehead,  
written on the reverse. Reproduced about same size as the  
original.



sent bargain and sale and untill the Ensealing and delivery of these presents they and their ancestors were the true sole and Lawfull owners of all the afforebargained premises And were Lawfully Seized of and in the Same and every part thereof in their owne proper right: And have in themselves full power good right and Lawfull authority to grant Sell convey and Assure the Same unto the said Samuel Ward and J<sup>n</sup> Devorex As trustees abovesaid their heires and Assignes for the use abovesaid as a good perfect and absolute Estate of Inheritance, in fee Simple without any manner of Condition reversion or Limmitation whatsoever so as to alter change defeate or make void the Same. And that the s<sup>d</sup> Samuel Ward and John Devorix as Trustees abovesaid their heires and Assignes for the use and benefit of the Proprietors and Purchasers of the affore<sup>d</sup> Township of Marblehead Shall and maye by force and vertue of these presents, from time to time and at all times forever hereafter Lawfully peaceably and quietly have hold use occupie possess and Enjoy the abovegranted premises with their appurtenances and every part and parcell thereof free and cleere and cleerly acquitted and discharged of and from all and all manner of former and other gifts grants bargaines Sales Leases Mortgages Joyntures dowers Judgements Executions forfeitures and of and from all other titles troubles charges and Incumbrances whatsoever had made committed done or Suffered to be done by the said Jone Quanapohkownatt James Quana-pahkownat als James Rumney Marsh Israel Quanapohkownat Jone Ahawayetsquaine, Susannah & Sarah Wenepawweekin David Nonopownowgo John Tonotoughoquonug or either or any of them their or either or any of their heirs or assignes or by their or either or any of their ancestors att any time or times before the Ensealing hereof. And farthur that the s<sup>d</sup> Jone Quanapohkownat James Quana-pohkownat als James Rumney Marsh Israel Quanapohkownat Jone Athawayetsquaine Susannah and Sarah Wenepawweikin David Nonoponowgo John Tonotoughoquonug their heirs Executors and Adminis-

trat<sup>rs</sup> joyntly and Severally Shall and will from time to time  
 and at all times forever hereafter warrant and defend the above  
 graunted premiffes with their appurtenances and every part  
 and parcel thereof unto the said Samuells Ward and John  
 Devorix Trustees as aboves<sup>d</sup> and to their heires and Afsignes  
 forever to and for the Sole use & benefitt of the proprie-  
 tors and purchasers in and of the said Towneship of Marble-  
 head against all and every person and persons whatsoever any  
 wayes Lawfully claimed or demanding the Same or any part  
 or parcell thereof And Laftly that the said Jone Quana-  
 pohkownat James Quanapohkownatt als James Rumney  
 Marsh Israel Quanapohkownat Jone Ahawayetsquaine Susann-  
 nah and Sarah Wenepawweekin David Nonoponowgo John  
 Tonotoughoquonug or either or any of them their or either  
 or any of their heirs Exec<sup>ts</sup> or Adm<sup>ts</sup> Shall and will from  
 time to time and at all times hereafter when thereunto re-  
 quired at the cost and charges of the said Samuel Ward  
 and John Devorex their heires or Afsignes or the purchasers  
 and proprietors of the s<sup>d</sup> Towneship of Marblehead doe make  
 acknowledge Execute and Suffer all and every Such farther  
 act and acts thing and things afsurances and Conveyances  
 in the Law whatsoever for the further, more better suerty  
 and suremaking of the aboves<sup>d</sup> Towneship of Marblehead  
 with the rights, hereditaments and appurtenances above by  
 these presents mentioned to be bargained Sold: unto the s<sup>d</sup>  
 Samuel ward and John Devorix Trustees as aboves<sup>d</sup> and to  
 their heires and afsignes for the use affores<sup>d</sup> as by the s<sup>d</sup>  
 Samuel Ward and John Devorix Trustees as aboves<sup>d</sup> their  
 heires or Afsignes or s<sup>d</sup> Proprietors or by their Council  
 Learned in the Law Shall be reasonably devised advised or  
 required. In Witneffe whereof the s<sup>d</sup> Joane Quanapohkow-  
 natt als James Runnymarsh Israel Quanapohkownat Jone  
 Ahawayetsquaine Susannah and Sarah Wenepawweekin  
 David Nonoponowgo John Tonotoughoquonug have here-  
 unto Sett their hands and Seales the Eighteenth day of July  
 Anno Dom One Thousand Six hundred Eighty and ffoure



I now allow all men by these presents that Joseph  
Linnaphoratt all Joseph Linnaphoratt and his heirs and assigns  
in writing mentioned do hereby require want  
and certify me unto the within written  
that I have for ever for my self and my heirs and assigns  
in my right title and lawful claim property and  
right of me and to me and to my heirs and assigns  
written name as witness my hand and seal  
this day and year within written

Joseph Linnaphoratt

all Joseph Linnaphoratt

Release of Joseph Quanophkownatt of his interest in the territory of Marblehead, written on the reverse of the deed of Marblehead. Reproduced same size as the original.

THE UNIVERSITY OF CHICAGO  
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540 EAST 57TH STREET  
CHICAGO, ILL. 60637



Annoq Regni Regis Caroli Secundi Angliæ & tricesimo  
Sexto

the mark of JAMES QUANOPHKOWNATT  
JAMES [SEAL]

Als JAMES RUMNY MARSH  
the marke of

JONE  QUANOPHKOWNATT [SEAL]

the marke of

 [SEAL]

JONE AHAWAYETSQUAINE  
the mark of

 [SEAL]

SUSANNAH WENEPAWWEEKIN  
the mark of

 [SEAL]

SARAH WANAPAWQUEN  
his mark

ISRAELL  QVONAPAKANATT [SEAL]

[SEAL]

Signed Sealed and Delivered by Jone Quanhkonatt  
James Quanhkownatt als James Rumney marsh Jone Aha-  
wayetsquaine Susannah Wenepawweekin and Joseph Quan-  
ophkownatt in the presence of us after y<sup>e</sup> Same was first  
read :

HENERY BARTHOLMEW JUN<sup>r</sup>

GEORGE MONCK

ELIEZER MOODY Serv<sup>t</sup> to

JOHN : HAYWARD *Not<sup>y</sup> Public.*

Know all men by these presents that I Joseph Quan-  
ophkonatt als Joseph English Grandson of the within men-

tioned old John : doe give grant and confirm unto the within mentioned Trustees and their heires for ever for y<sup>e</sup> use within mentioned all my right title Interest claime property and demand of in and to the Towneship of Marblehead within named: as Witnesf my hand and Seale the daye and yeare Within written

the marke of [SEAL]



JOSEPH QUANOPHKONATT  
als JOSEPH ENGLISH.

This Instrument was acknowledged by Jone Quanophkownatt James Quanophkownatt als James Rumney marsh Jone Ahawayetsquaine Susannah Wenepawweekin, and Joseph Quanophkownatt to be their acts and deeds this Eighteenth day of July 1684 before

S. BRADSTREET *Goun<sup>r</sup>*

There are four different kinds of seals, impressions in wax, attached to the deed, and they are shown herewith. The interpretation of the designs is left to the individual reader. They were probably impressed by stamps in the possession of the scrivener and were not personal seals of any party to, or person connected with the execution of, the instrument.

This deed was probably executed before the governor in Boston, as the committee charged for their time in Boston, and all the witnesses were residents of that town. Henry Bartholmew was son of Henry Bartholmew, a merchant of Salem, where Henry was born in 1657. At the time he witnessed this deed he was twenty-seven years of age. George Monck was a young man, about thirty years old, probably from Navestock, Essex, England, and a vintner at the Sign of the Blue Anchor. It was probably at his tavern



This Instrument was acknowledged by & before  
Manophlow in & before Manophlow in & before  
Amney Marsh, Gono Chawayebq and Manophlow  
Wopawweokin, and before Manophlow in & before  
their acts and deeds this twentieth day of June  
1684 before L. B. Justice by order

Acknowledgment of the deed of Marblehead, written on  
the reverse. Reproduced same size as the original.



that the committee and Indians were entertained while in Boston. Eliezer Moody was a young man, and, as he states after his signature, a servant of John Hayward, the notary. Mr. Hayward was under middle age and a scrivener, and the beautiful penmanship displayed in this deed is undoubtedly from his quill.

Governor Simon Bradstreet, before whom the several Indians appeared, was at this time over eighty years of age. He was one of the substantial and able supporters of the colony. He was a native of Horbling, Lincolnshire, England. His father, a non-conforming minister, died when Simon was fourteen, and the boy then spent a year in study at Emmanuel College. He subsequently resided as a steward in the family of the Earl of Lincoln, and later with the Countess of Warwick. His first wife was Anne, daughter of Governor Thomas Dudley, and noted as the first American poetess. She had died, and he was living in Salem with his second wife Anne, widow of Captain Joseph Gardner, and sister of Sir George Downing. He was the first secretary of the colony. He held that office thirteen years, and was an assistant forty-eight years, deputy-governor five years and had been governor for five years. In 1661, with Mr. Norton, he was sent by the colony to England to congratulate Charles II on the restoration and to secure their charter privileges, in which purposes they were successful. He was puritanic in his religion, and persecuted the Quakers so severely that Bishop, in his "New England Judged by the Spirit of the Lord," called him "a man hardened in blood and a cruel persecutor." He was a just magistrate, judged by his times, possessing prudence, sound judgment, and

strict integrity. Believing fully in his mission, he sought usefulness rather than popularity.

Messrs. Ward and Devereaux made report of what had been done, and that the deed had been recorded, at a general meeting of the commoners and proprietors, probably August 6, 1684. The committee presented the following bill of the cost and expense connected with the securing of the release : —

August 6 <sup>th</sup> 1684. The Comoners and proprietors of marblehead aere D <sup>r</sup>	
by Soe much paied the Indeons for the purchase of the Township as apears by a deede under theare hands	14 13 00
by soe much expended at boston about the Indeons and for a ded of saell and other Charges	02 13 00
by soe much for a Jornie to Salem to boston waietting 4 dayies and 2 daies at hom	02 00 00
paied m <sup>r</sup> John Deverox for time and expenc at boston about the Indians	01 18 06
for Carieng the dede to Salem and expenc	00 00 00
paied m <sup>r</sup> gerish for Recording the Indeon deede	00 10 09

The whole sum was twenty-one pounds, fifteen shillings, and three pence. To raise this money, it was voted to assess it upon the commoners and proprietors, according to each man's proportion of the privilege in the township. It was reckoned and ascertained that the proportion was nine pence per cow and should be payable in money.<sup>1</sup> The committee appointed to

<sup>1</sup> " Att a generall metting of the Comoners and proprietors of  
mablded upon Report of Sam<sup>ll</sup> Ward and m<sup>r</sup> John Deverix that ac-  
cording to the towns order thay have agred with the Indeons that laied  
Claiem to our township as will more partickularlie aper by a ded of saelle  
under ther hands and sealls

" the town for the defraing the Charg of the above mentioned



ascertain the share were Samuel Cheever, Samuel Ward, Thomas Pitman, Nathaniel Walton, and the selectmen.

premises have Impowred m<sup>r</sup> Samuell Chevers Samuell ward Thomas Pittman and Nathanill Walltown to Joyn as a Comittee with The Select men to proportion each mans part acording to his privellidg in saied township and thay proportioning by Cows leases fiend it to amount to nien pence p<sup>r</sup> Cow in mony."

— *Marblehead Town Records.*

## LYNN DEEDS

THE time of securing the deeds of the territory of Lynn from the Indians (1686) indicates that the demand of the crown for the return of the charters of the colonies was in the minds of the people. Though Governor Andros had no regard for the signature of an Indian, their deeds might embarrass him in the execution of his plans. The inhabitants of Lynn were careful to secure all means that they could to substantiate their claim to the soil; and therefore obtained a release from the Indians. This is suggested by the answer made by Rev. John Higginson to Governor Andros, in March, 1689, when the latter asked him if New England was the king's territory. Mr. Higginson replied that it belonged to the colonists, because they held it by just occupation and purchase from the Indians.

The first of these deeds is a release of the territory lying partly in Lynn and partly in Boston, as the country was then divided, and bounded westerly by the land of the late Captain Thomas Brattle, northerly by the hills next the Plough Plain, southerly by Saugus River, and easterly by land of John White and land in the tenure of Samuel Appleton. The deed was recorded October 9, 1686, in the Essex Registry of Deeds, book 7, leaf 88, and is as follows:—

To all Christian People to whom this present deed of Sale Shall come James Rumney Marsh of Natick and Dauid Son & Right hier of Sagamore Sam: an Indian belonging to Wamefick in New England Send Greeting Know ye that

y<sup>e</sup> Said James Rumney Marsh and Dauid Indians for a Valuable Confideco<sup>n</sup> to them in hand att & before y<sup>e</sup> Enfealing and deliuery of These presents by Daniel Hutchin of Linn in New England aforesaid well & truly paid ye Receipt whereof they do hereby acknowledge and themselues therewith fully Satisfied and Contented and thereof & of Euery part thereof do acquit Exonarate and discharge y<sup>e</sup> Said Daniel Hutchin Sen<sup>r</sup> his hiers Executors administrato<sup>r</sup>s and afsignes for Euer by these presents haue giuen granted Bargained Sold aliened Enfeoffed and Confirmed and by These Psents Do fully freely Clearly & absolutely giue grant Bargain Sell alien Enfeoff and Confirm vnto him y<sup>e</sup> Said Daniel Hutchin Sen<sup>r</sup> his hiers and afsignes for euer all that thier Tract or parcell of land Lying & being partly within y<sup>e</sup> Township of Linn and Partly within y<sup>e</sup> Township of Boston being butted and bounded on y<sup>e</sup> West Westerly by y<sup>e</sup> land of y<sup>e</sup> late Cap<sup>t</sup> Thomas Brattle Deceased north with y<sup>e</sup> Hills bounding yt part Commonly Caled & knowne by y<sup>e</sup> name of y<sup>e</sup> Plough plain Running Vp to a marked Tree att y<sup>e</sup> Corner on y<sup>e</sup> north or northEast Side and by y<sup>e</sup> High Ledg of Rocks whereon Seuerall pitch pine Trees do Stand & from thence to Sawgust Riuer formerly caled Iron Works pond and on y<sup>e</sup> Easterly End by y<sup>e</sup> land now in y<sup>e</sup> Tenure and Occupation of Samuel Aplton and So ranging from Sawgust Riuer to a Tree Marked with y<sup>e</sup> Letter L and from thence bounded by Said Samuel Appltons Land according as y<sup>e</sup> old fence Runns to y<sup>e</sup> Logg bridge & by y<sup>e</sup> land of John White from y<sup>e</sup> Said Logg bridge to y<sup>e</sup> land of Said Brattle or howsoeuer the Same be Butted & bounded or Reputed to be Bounded together with all Rights Profits priuiledges Commodities Hereditaments & appurtenances whatsoever to y<sup>e</sup> Same belonging or in wayes appertaining To Haue & To Hold y<sup>e</sup> Said Tract or parcell of Land with all other y<sup>e</sup> aboue granted premises Being butted and bounded as aforesaid vnto y<sup>e</sup> Said Daniel Hutchin his hiers Executors Admin<sup>s</sup> and afsignes and to y<sup>e</sup> Only proper vse benefit and behoof of

ye Said Daniel Hutchin his hiers and assigns for euer and  
 ye Said James Rumney Marsh and Daud: Indians: do  
 hereby Couenant promis and grant to & with ye Said Daniel  
 Hutchin his hiers & assigns yt they haue in Themselves full  
 power good Right & lawfull authority to grant Sell Conuey  
 and assure ye Same unto ye Said Daniel Hutchin his hiers  
 and assigns as a full firm perfect & absolute Estate of  
 Inheritance in fee Simple without any manner of Condi-  
 tion Reuerfion or Limitation on whatsoever So as to alter change  
 defeat or make Void ye Same and that ye Said Daniel  
 Hutchin his hiers and assigns Shall & may by force & Vir-  
 tue of these presents from time to time and att all times for  
 Euer hereafter lawfully peaceably & quietly haue hold vse  
 Occupie possesse & Enjoy ye Same and euery part thereof  
 free and Clear and Clearly Discharged of and from all & all  
 manner of former and other gifts grants bargains Sales Leafes  
 Mortgages Joyntures Dowres Judgments Executions Entails  
 forfeitures and of and from all other Titles Troubles Charges  
 & Encumbrances Whatsoever had made committed done or  
 Suffered to be Done by ym ye Said James Rumney Marsh &  
 Daud Indians or Either of Them thier or Either of thier hiers  
 or assigns att any Time or times befor ye Ensealing hereof  
 and further yt ye Said James Rumney Marsh & Daud Indians  
 Thier hiers & assigns Shall & will from time to time and att  
 all times for Euer hereafter Warrant and defend ye aboue  
 granted Premises with thier appurtenances & Euery part thereof  
 vnto ye Said Daniell Hutchin his hiers and assigns against  
 all & Euery person and Persons whatsoever any ways Lawfully  
 Claiming or demanding ye Same or any part thereof in witt-  
 nesses whereof ye Said James Rumney Marsh & Daud Indians  
 haue hereunto Set thier hands and Sealls the Twenty Eighty  
 day of July anno Dom: One Thousand Six hundred Eighty  
 and Six Annoq. RR<sup>s</sup> Jacobi Secundi Angliæ &c. Secundo

Signed Sealed & deliuered

his


in ye prefence of vs

JAMES: JAMES RUMNEY MARSH

marke

& Seall

JOHN HAYWARD Not: Pub.  
ZACHARIAH SHUTE Serv<sup>t</sup>

his  
DAVID  Indian  
marke & Seall

James Rumnymarsh alias Quanupowit and Daud Kunk-skawmushat acknowledged the within written Instr: to be thier act & deed: Daniel Hutchin being also presnt auerred that he was in ye actuall possefsion of the within mentioned parcell of Land July 28<sup>th</sup> 1686 P me Peter Bulkeley One of his Majesties Council

This is apparently a private grant of the territory described to Daniel Hutchin of Lynn, who was, at that time, about fifty-five years of age.

Of the witnesses to this deed John Hayward was a resident of Boston, and a notary public and scrivener. It was probably he who drew this deed of release. Zachariah Shute was a servant, probably an apprentice, of Mr. Hayward, learning to write legal papers, etc.

Peter Bulkeley, before whom the deed was acknowledged by the Indians, was son of Rev. Edward Bulkeley of Concord, and forty-five years of age at this time. He was captain and major in the militia, had been a representative from Concord, where he lived, from 1673 to 1676, and was speaker the latter year. He was sent to England, as the agent of the colony, to defend against the claims of Gorges and Mason, in 1679; and was an assistant from 1677 to 1685.

The other deed included the present city of Lynn and the towns of Saugus, Lynnfield, Nahant, Swampscott, and a portion of ancient Reading. The consideration for this deed was sixteen pounds in silver.

The deed purported to convey the territory to the selectmen of Lynn, who were Ralph King, William Bassett, Sr., Matthew Farrington, Sr., John Burrill, Sr., Robert Potter, Sr., Samuel Johnson, and Oliver Purchas, and to Mr. John Browne, Captain Jeremiah Swain, and Lieutenant William Harsey, trustees for Reading, for the benefit of the proprietors of those two towns. Ralph King was about forty-five years old at this time, and William Bassett about ten years older. Mr. Farrington was probably about seventy. Mr. Burrill, who was about forty-five, was a prominent man in Lynn affairs. Mr. Potter was in the seventies, and Samuel Johnson probably about forty. Oliver Purchas, who was about seventy years of age, was town clerk at the time this deed was given. He had represented the town of Lynn in the general court in 1660. Of the Reading men, Captain Browne, aged fifty-two, was a farmer, justice of the peace, selectman and representative. Major Jeremiah Swain, aged forty-three, was a physician, justice of the peace, representative, governor's assistant, etc. Lieutenant Harsey was also a man of note.

This deed was recorded in Essex Registry of Deeds, book 18, leaf 150, June 28, 1704, seventeen years after its execution. The following is a copy of the deed as so recorded : —

To all Christian people to whome this present deed of Confirmation Ratification & alienation Shall come David Kunkshamooshaw who by Credible Intelligence is grandson to old Sagamore George no nose So called alias Wenepawweekine Sometime of Rumney Marish & Sometimes at or about Chelmsford of y<sup>e</sup> Colloney of y<sup>e</sup> Massachusetts So called Sometimes here & Sometimes there but deceased y<sup>e</sup> Said David

Grandson to y<sup>e</sup> Said old Sagamore George no nose Deceased and Abigail Kunkshamooshaw y<sup>e</sup> wife of David & Cicely alias Su-George y<sup>e</sup> Reputed daughter of y<sup>e</sup> Said old Sagamore George & James Quonopohit of Natick alias Rumney Marsh and Mary his wife Send greeting &c. Know yee that the Said David Kunkshamooshaw & Abigail his wife & Cicely alias Su-George aforesd & James Quonopohit aforesaid with his wife Mary who are y<sup>e</sup> nearest of Kin & legall Successors of y<sup>e</sup> aforesaid George Noe Nose alias Wenepawweekin whom wee affirme was the true & Sole owner of y<sup>e</sup> lands that y<sup>e</sup> Townes of Lynn and Reading stand vpon & notwithstanding y<sup>e</sup> possession of y<sup>e</sup> English dwelling in Those Townships of Lynn & Reading aforesaid, wee y<sup>e</sup> Said David Kunkshaw Mooshaw Cicely alias Su George James Quonopohit &c the rest aforesaid Indians doe Lay Claime to y<sup>e</sup> lands that these Two Townes aforesaid Lynn & Reading Stand vpon and The dwellers thereof possesse that y<sup>e</sup> right & Title thereto is ours & belongs to vs & Ours but howsoever The Townships of Lyn & Reading hauing been Long possessed by the English & although wee make Our Clayme & y<sup>e</sup> Select men and Trustees for both Townes aforesaid pleading Title by Graunts of Courts & purchase of old of our predecessors George Sagamore & Such like matters &c Wee y<sup>e</sup> Claymers aforesaid viz David Kunk Shamooshaw & abigail his Squaw Cicely alias Su-George the reputed daughter of old Sagamore George No Nose and James Quonopohit & Mary his Squaw they being of the kindred & Claymers Considering The arguments of y<sup>e</sup> Select men in both Townes are not willing to make trouble to our Selues nor old neighbours in those Two Townes aforesaid aforesaid of Lynn & Reading &c wee therefore the Clayming Indians aforesaid viz David Kunkshamooshaw & Abigail his wife & Cicely alias Su-George the reputed daughter of old Sagamore George alias Wenepawweekin & James Quonopohit & Mary his wife all & Every of vsas aforesaid & Jointly together for & in Consideracon ffor & in Consideracon of y<sup>e</sup> Summe of Sixteen poundes of Current Sterling money



of Siluer in hand paid to vs Indians Clayming viz David Kunkthamooshaw &c at or before y<sup>e</sup> Ensealing & deliury of these p<sup>r</sup>sents by m<sup>r</sup> Ralph King William Bafsett Sen<sup>r</sup> Mathew Farrington Sen<sup>r</sup> John Burrell Sen<sup>r</sup> Robert Potter Sen<sup>r</sup> Samuel Johnson & Olliuer purchas Select men in Lynn in y<sup>e</sup> Countey of Essex in New England Trustees and prudentials ffor & in y<sup>e</sup> behalfe of y<sup>e</sup> purchasers and now proprietors of y<sup>e</sup> Towneship of Lynn & Reading well and truly payd y<sup>e</sup> Receipt whereof y<sup>e</sup> viz Dauid Kunkthamooshaw Abigail his wife Cicely alias Su George y<sup>e</sup> Reputed daughter of old Sagamore George And James Conopohit of Natick alias Rumney Marsh & Mary his wife doe hereby acknowledge Themselues therewith to be fully Satisfied and Contented & thereof & of Every part thereof doe hereby acquit Exonerat and discharge y<sup>e</sup> Said m<sup>r</sup> Ralph King William Bafset Sen<sup>r</sup> with all & Every of y<sup>e</sup> Select men aforenamed Trustees and prudentials together with y<sup>e</sup> purchasers and now proprietors of y<sup>e</sup> Said Townships of Lyn & of Reading thier heirs Executors adminiftrators & assigns for Euer by these presents Haue Giuen graunted and bargained a full & a firme Confirmation & Ratification of all graunts of Courts and any former alienation made by our predecesor or predecesors & our own Right Title & Intrest Clayme & demand whatsoever and by these presents doe fully freely Cleerly and absolutely giue and grant a full & firme Confirmation & Ratification of all grants of Court & any Sort of alienation formerly made by our predecesor or predecesors as alsoe all our owne Clayme of right title Intrest & demand vnto them y<sup>e</sup> Said m<sup>r</sup> Ralph King William Bafset & the rest Select men forenamed Trustees & prudentials for y<sup>e</sup> Towne of Lyn & y<sup>e</sup> Worshipfull m<sup>r</sup> John Browne Cap<sup>t</sup> Jeremiah Sweyn & Leiv<sup>t</sup> William Harfey Trustees and prudentials for y<sup>e</sup> Towne of Reading to thier hiers and assigns For Euer To and for y<sup>e</sup> Sole vse benefit & behoofe of y<sup>e</sup> purchasers and now proprietors of y<sup>e</sup> Towneships of Lynn & Reading aforesaid & all y<sup>e</sup> Said Towneships of Lynn & Reading Joyning one to another Even from the Sea where y<sup>e</sup> line



beginneth between Lyn & Marblehead & So between Lynn & Salem as it is Stated by those Townes & marked & So to Ipswich riuer and So from thence as it is stated betwixt Salem & Reading and as y<sup>e</sup> Line is Stated & runne betwixt Wills hill and as it [is] stated & runne betwixt Reading & Andover and as it is Stated betwixt Oburne & Reading & as it is Stated & runne betwixt Charlestowne Maldin Lynn & Reading & vpon the Sea from y<sup>e</sup> line that beginneth at Lynn & Marble[head] & Salem to diuide the Townes aforesaid So as well from thence to y<sup>e</sup> Two Nahants viz the little Nahant & y<sup>e</sup> great Nahant as y<sup>e</sup> Sea Compaseth it about round and Soe to y<sup>e</sup> riuer called Lynn riuer & Rumney marish riuer or Creeke vnto y<sup>e</sup> Line from Brides brooke to y<sup>e</sup> Said Creeke answering y<sup>e</sup> line that is Stated between Lynn & Boston from y<sup>e</sup> Said bride brooke vp to Reading this Said Tract of land described as aforesaid together with all houses Edifices buildings Lands yards Oarchards Gardens meadows marishes feedings grounds rocks Stones Beach flatts pastures Commons & Commons of pasture Woods vnderwoods Swamps Waters Watercourses Damms ponds fishings fflowings wayes Easements profits priuiledges rights Commodities Royalties Hereditaments and appurtenances whatsoever to y<sup>e</sup> Said Townships of Lynn & Reading & other y<sup>e</sup> premises belonging or in any wise appertaining or by them now vsed Occupyd & Injoyed as part parcel or member thereof & alsoe all Rents arrearages of Rents quit rents rights & appurtenances whatsoever nothing Excepted or referued & alsoe all deeds writings & Evidences whatsoever touching y<sup>e</sup> premises or any part or parcell thereof. To Haue & To Hold all y<sup>e</sup> Said Townships of Lynn & Reading as well the Two Nahants aforesaid y<sup>e</sup> little & y<sup>e</sup> great Nahant as they are Encompasd by y<sup>e</sup> Sea with thier Beaches from y<sup>e</sup> great Nahant to y<sup>e</sup> little & from the little Nahant homeward where Richard Hud now dwelleth & so to m<sup>r</sup> Kings with all y<sup>e</sup> aboue granted premises with thier & Every of thier rights members and appurtenances & Every part & parcell thereof

hereby giuen granted Confirmed Ratified vnto y<sup>e</sup> Said m<sup>r</sup>  
 Ralph King William Bafsett & y<sup>e</sup> rest Select men in behalfe  
 of Lynn And y<sup>e</sup> Worshipfull m<sup>r</sup> John Browne & y<sup>e</sup> rest  
 aforesaid for Reading all Trustees & prudentials for y<sup>e</sup>  
 Townships of Lyn & Reading to them & thier hiers & assigns  
 For Euer to and for y<sup>e</sup> Sole vse benefit and behoofe of y<sup>e</sup>  
 purchasors and now proprietors of y<sup>e</sup> Said Townships of Lynn  
 & Reading And they y<sup>e</sup> Said Dauid Kunkshamooshaw & abig-  
 ail his wife & Cicely alias Su George the reputed daughter  
 of George no nose Deceased & James Quonopohit & Mary  
 his wife Indians aforesaid for themselues thier heirs Executors  
 administ<sup>rs</sup> and assigns Jointly Seuerally & respectuely doe  
 hereby Covenant promise & grant to & with y<sup>e</sup> Said m<sup>r</sup>  
 King William Bafset Sen<sup>r</sup> and y<sup>e</sup> rest of Lynn & the Wor-  
 shipfull m<sup>r</sup> John Browne & y<sup>e</sup> rest of Reading Trustees &  
 prudentials for y<sup>e</sup> Townes of Lynn & Reading as abouesaid  
 thier hiers & assigns & So the purchasors & now proprietors  
 of y<sup>e</sup> Said Townships of Lyn & Reading &c In manner &  
 forme following (that is to Say) that at y<sup>e</sup> time of this Graunt  
 Confirmacon & alienacon & vntill the Ensealing & deliury of  
 these presents thier Ancestor & Ancestors & they the afore-  
 named Dauid & Abigail his now wife & Cicely alias Su George  
 & y<sup>e</sup> rest aforesaid Indians Were the True Sole & Lawfull  
 Owners of all y<sup>e</sup> aforebargained confirmd & aliened pre-  
 mises & were Lawfully Seized off & in y<sup>e</sup> Same & Every part  
 Thereof in thier owne propper right And haue in them-  
 selues full power good right & Lawfull Authority to graunt  
 aliene Confirm and assure y<sup>e</sup> Same as is afore described in this  
 deed vnto m<sup>r</sup> Ralph King William Bafset Sen<sup>r</sup> & y<sup>e</sup> rest fore-  
 named Selectmen of Lynn and y<sup>e</sup> Worshipfull m<sup>r</sup> John  
 Browne & y<sup>e</sup> rest aforesaid Agents for Reading all Trustees  
 & prudentials for y<sup>e</sup> Two Townships of Lyn & Reading to  
 them thier hiers and assigns for Ever for y<sup>e</sup> vse aforesaid  
 viz the benefit & behoofe of y<sup>e</sup> purchasors & now proprietors  
 of y<sup>e</sup> Two Townships aforesaid as a good & perfect absolute  
 Estate of Inheritance in fee Simple without any manner of

Condition reuerſion or Limitation whatſoeuer So as to alter change or make voyd y<sup>e</sup> Same And that y<sup>e</sup> Said Trustees aforeſaid and y<sup>e</sup> purchaſers & now proprietors of y<sup>e</sup> Said Townſhips of Lynn & Reading thier heirs & aſignes Shall & May by the vertue & force of theſe preſents from time to time & att all times for Euer hereafter Lawfully peaceably and quietly Hauē Hold vſe Occupy poſſeſs & Injoy y<sup>e</sup> aboue granted aliened & Confirmed premifes with y<sup>e</sup> appurtenances & benefits Thereof & Every part & parcell thereof free & Cleer & Cleerly acquitted & diſcharged off & from all & all manner of other gifts graunts bargaines Sales leaſes Mortgages Joyntures Dowers Judgments Execucons fforfeitures & off & from all other Titles Troubles charges Incumbrances whatſoeuer had made Committed done or Suffered to be done by the Said Dauid & Abigail his wife Cicely alias Su George & y<sup>e</sup> reſt Indians forenamed them or any of them or any of thier hiers or aſignes or any of thier anceſtors at any time or times And further that y<sup>e</sup> Said Dauid Kunkſhamooſhaw & abigail his wife Su George James Quonopohit & Mary his wife &c thier hiers Executors & adminiſtrators &c Jointly & Seuerally will and ſhall by theſe preſents from time to time & at all times hereafter Warrant and defend thier foregraunted & Confirmed premifes with thier benefits & apurtenances & Every part & parcell thereof vnto the Said Trustees or prudentials forenamed for y<sup>e</sup> Townſhips of Lyn & Reading & thier hiers & aſignes For Euer to & For The Sole vſe & benefit of y<sup>e</sup> purchaſers & now proprietors In and off y<sup>e</sup> Said Townſhips of Lynn & Reading againſt all & every perſon or perſons whatſoeuer any waies Lawfully Clayming or demanding y<sup>e</sup> Same or any part or parcell thereof And Laſtly that they y<sup>e</sup> Said Dauid & Su George & James Quonopohit &c thier wiues or any of thier heirs Executors or adm<sup>rs</sup> Shall & will from time to time and at all times hereafter when therevnto required at y<sup>e</sup> Coſt & Charges of y<sup>e</sup> aforeſaid Trustees & prudentials thier hiers or aſignes or y<sup>e</sup> purchaſers & proprietors of y<sup>e</sup> Townſhips of Lynn & Reading &c doe make acknowledge Suffer all &

Every Such further act & acts thing and Things afsurances  
& Conveyances in y<sup>e</sup> Law whatsoever for y<sup>e</sup> further more  
better Surety & sure making of y<sup>e</sup> abovesaid Townships of  
Lynn & Reading with y<sup>e</sup> Rights hereditaments benefits &  
appurtenances aboue by these presents mentioned to be bar-  
gained aliened Confirmed vnto y<sup>e</sup> aforesaid Trustees & pruden-  
tes their hiers & assignes For y<sup>e</sup> vse aforesaid as by the  
Said Trustees aforesaid thier hiers or assignes or y<sup>e</sup> Said prop-  
rietors or by thier Councill learned in y<sup>e</sup> Law Shall be reason-  
ably devised advifed or required In Witness whereof y<sup>e</sup> Said  
David Kunkshamooshaw & Abigail his wife & Cicely  
alias Su George & James Quonopohit & Mary his wife  
haue herevnto Set thier hands & Seales y<sup>e</sup> day of y<sup>e</sup> Date  
being y<sup>e</sup> fourth day of September One thoufand Six hundred  
Eighty & Six Annoq Regni Regis Jacobus Secundi Angliæ  
Scnd

Signed Sealed & deliuered In  
y<sup>e</sup> prefence of vs vndernamed

y<sup>e</sup> Signe of

SAMUEL BLIGH

DAVID



KUNKSHAMOOSHAW  
& his Seale

DANIEL JOHNSON

y<sup>e</sup> Signe of

JOHN HAWKS

ABIGAIL



KUNKSHAMOOSHAW  
& Seale

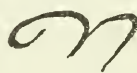
THOMAS LAUGHTON SEN<sup>R</sup>

y<sup>e</sup> Signe

SAMUEL A. WARDWELL

y<sup>e</sup> Signe of

CICELY



alias SU GEORGE  
& Seale

y<sup>e</sup> Signing of

JAMES QUONOPOHIT & his Seale

ye Sign of  
 MARY  PONHAM aleias QUONOPHIT  
 & her Seale

All ye persons herevnto Subscribed acknowledged the within written to be thier act & deed this 31 day of May 1687. before me

BARTHO. GEDNEY *one of ye Councill* <sup>1</sup>

James Quonopohit was the only one of the grantors of this deed who signed his name. The deed was probably executed in Lynn, as all but one of the witnesses lived there. The first signer of these witnesses, Samuel Bligh, was a resident of Lynn, and about thirty years of age. Daniel Johnson was of Lynn, and probably somewhat older than Mr. Bligh. John Hawks was, also, of Lynn. Thomas Laughton was a farmer of Lynn, and about seventy years old. Samuel Wardwell<sup>2</sup> lived in Andover, and was about forty years of age.

Captain Gedney, before whom the deed was acknowledged, was a native of Salem, and lived there. He was at this time forty-six years of age. He was by profession a physician, and a captain of the militia. In 1678, he was chosen deputy to the general court, and the next year was appointed one of the commissioners for Salem. From 1680 to 1683, he was one of the governor's council, but lost the position in the latter year, because he advised compliance with the

<sup>1</sup> This certificate of acknowledgment was "Endorsed on ye back side" of the deed says the record.

<sup>2</sup> He was hanged at Salem, for alleged witchcraft, in 1692.

requirements of the officers of the crown in regard to the charter. When President Dudley brought the charter, in 1686, Captain Gedney was reinstated in that office, being specially named in the royal commission, and retained the position during the administration of Andros.<sup>1</sup>

Alonzo Lewis, the historian of Lynn, stated in an article published many years ago, that an Indian deed of Lynn lands was in the possession of the Hart family as late as 1800. Joseph Hart was probably the person referred to; and it was probably among the large collection of old papers and documents, which were kept in the garret of his house, and to which the boys had access, probably to the destruction of the instrument.

<sup>1</sup> Captain Gedney subsequently became colonel of the Essex regiment. He was, also, the first chief-justice of the court of common pleas under the province charter, one of the special court that tried the alleged witches in 1692, and judge of probate.

Deed from David Nonnupanohow and others to John Ruck and others, trustees for the proprietors of the town of Salem, of the territory of Salem, within the Naumkeag limits, dated Oct. 11, 1686. Reproduced nearly one-third of the size of the original, which is on parchment and hung in a frame on one of the walls of the common council chamber in City Hall, Salem.



To all People.

*[The page contains dense handwritten text in a cursive script, likely from a 17th-century manuscript. The ink is dark brown or black, and the paper shows signs of age, including discoloration and some staining. The handwriting is very close together, filling most of the page area.]*



The first of these is the *Simple* or *Single* style, which is the most common and is used in the great majority of cases. It is a style of writing in which the letters are formed by a single stroke, and the words are written in a regular, upright position. The second style is the *Double* or *Doublet* style, which is a style of writing in which the letters are formed by two strokes, and the words are written in a regular, upright position. The third style is the *Triple* or *Triplet* style, which is a style of writing in which the letters are formed by three strokes, and the words are written in a regular, upright position. The fourth style is the *Quadruple* or *Quadruplet* style, which is a style of writing in which the letters are formed by four strokes, and the words are written in a regular, upright position. The fifth style is the *Quintuple* or *Quintuplet* style, which is a style of writing in which the letters are formed by five strokes, and the words are written in a regular, upright position. The sixth style is the *Sextuple* or *Sextuplet* style, which is a style of writing in which the letters are formed by six strokes, and the words are written in a regular, upright position. The seventh style is the *Septuple* or *Septuplet* style, which is a style of writing in which the letters are formed by seven strokes, and the words are written in a regular, upright position. The eighth style is the *Octuple* or *Octuplet* style, which is a style of writing in which the letters are formed by eight strokes, and the words are written in a regular, upright position. The ninth style is the *Nonuple* or *Nonuplet* style, which is a style of writing in which the letters are formed by nine strokes, and the words are written in a regular, upright position. The tenth style is the *Decuple* or *Decuplet* style, which is a style of writing in which the letters are formed by ten strokes, and the words are written in a regular, upright position.



## SALEM DEEDS

DOUBTLESS the same motives which caused Lynn to secure a deed of release of the territory of that town led the town of Salem to safeguard its interests by pursuing the same course. The circumstances connected with the acquisition of this deed are not known other than what is disclosed in the deed itself. The consideration of the release was twenty pounds in current money; and the grantees were John Ruck, John Higginson, Samuel Gardner, Timothy Lindall, William Hirst, and Israel Porter, "selectmen and trustees for" the town of Salem, and all other "proprietors and purchasers" of the town. The territory described in it is now that of the present city of Salem and towns of Danvers and Peabody. The deed is dated October 11, 1686, and was recorded in the Essex Registry of Deeds, volume 7, leaf 125, April 26, 1687. The original document is written on parchment, and was in the possession of Colonel John Higginson until May 25, 1713, when he delivered it to the selectmen of the town, who immediately placed it in the care of William Gedney, the town treasurer at the time.<sup>1</sup> It was afterwards preserved by being kept in a small tin box. It "suffered somewhat from being packed too closely, and frequently folded and unfolded," says the writer of a report on the condition

<sup>1</sup> "At a meeting of ye Selectmen May 25<sup>th</sup> 1713. . .

"See ye Entry made of ye Grand Indian deed for ye Township of Salem; which has been in Colo Higginson's hands, but this day delivered up by him to ye Selectmen and now lodged in m<sup>r</sup> William

of papers in the city hall, printed in the city documents for 1852. In that year a glass frame was prepared, and in that it was spread and has since been inspected without handling. The report further says that the deed "is a document of remarkable beauty and elaborateness of execution, and of much intrinsic value, and local interest." It now hangs in a frame in the council chamber at the city hall. The following is an accurate copy of the original instrument:—

To all People To whome this present Deed of Sale shall come David Nonnupanohow Sam Wuttaannoh, and John Tontohqunne Cicely's Son, Grandchildren of George Sagamore Cicely Petaghuncksq Sarah Wuttaquatimnusk, both Daughters of George Sagamore afores<sup>d</sup> Thomas Vkquenkusennum alias Cap<sup>t</sup> Tom, all of Waymefsick alias Chelmsford In y<sup>e</sup> County of Middlesex Within his Majesties Territory & Dominion of New England In America James Quanophkownatt; alias James Rumney Marsh, Israell Quanophkownatt, Son of s<sup>d</sup> James Joane Quanophkownatt, Relict, Widow of Old Jn<sup>o</sup> Quanophkownatt Yawataw relict widow of Jn<sup>o</sup> Oonsumoq Wattawtinnusk wife of Peter Ephraim, all

Gedney y<sup>e</sup> Town Treafurers hands by their order. Which deed was dated October y<sup>e</sup> eleuenth anno 1686:"

— *Salem Town Records*, volume 1679-1728, leaf 160.

" At a meeting of the Selectmen May 25<sup>th</sup> 1713. . .

" This day Colo John Higginson Esqr brought ye originall grand deed from ye Indians, of ye Township of Salem to the then Selectmen of Salem as Trustees for ye proprietors & purchafers of s<sup>d</sup> Town and delivered ye fame to ye present Selectmen of Salem which deed is Lodged with mr William Gedney ye present Town Treafurer by order of ye Selectmen, Colo Higginson declining to keep ye fame any longer, which deed was dated October y<sup>e</sup> eleventh anno Domini 1686:"

— *Salem Town Records*, volume 1709-1725, page 103.

of Natick, In y<sup>e</sup> County Middlefex w<sup>th</sup>in his Majesties: Territory & Dominion of New-England In America afores<sup>d</sup> Send Greeting. Know ye. that we y<sup>e</sup> aboves<sup>d</sup> David Non-nuphanohow, Sam Wuttaanoh Jn<sup>o</sup> Tontohqunne Cicely's Son Cicely Petaghuncksq Sarah Wuttaquatinnusk Thomas Vkqueakufsennum alias Cap<sup>t</sup> Thom. James Quanophkownatt alias James Rumney Marsh, Israell Quanophkownatt Joane Quanophkownatt Yawataw Wattawtinnusk For and In Consideration of y<sup>e</sup> full & Just Summe of Twenty poundes, Currant money of New England, To them in hand, at & before y<sup>e</sup> Ensealing and delivery of these Presents By Jn<sup>o</sup> Ruck Jn<sup>o</sup> Higginson Samuel Gardner, Timothy Lindall, W<sup>m</sup> Hirst, Israel Porter, Select men and Trustees for the Towne of Salem In y<sup>e</sup> County of Essex, w<sup>th</sup>in his Majesties Territory and Dominion of New England, In America. Well and truly paid, The Receipt whereof they do hereby acknowledge, and themselves therew<sup>th</sup> to be fully satisfied and Contented and Thereof & of every part thereof doe hereby acquitt, Exonerate and Discharge y<sup>e</sup> s<sup>d</sup> Jn<sup>o</sup> Ruck, Jn<sup>o</sup> Higginson Samuel Gardner Timothy Lindall, W<sup>m</sup> Hirst & Israell Porter. : as Trustees aboves<sup>d</sup> Their Heirs Execut<sup>s</sup> and Administ<sup>s</sup> as also all y<sup>e</sup> rest of y<sup>e</sup> purchasers and Proprietors of s<sup>d</sup> Township of Salem, and each and every of them, for ever by these p<sup>r</sup>sents Have given granted Bargained Sold aliened Enfeoffed and Confirmed and by these p<sup>r</sup>sents doe fully freely clearly and absolutely Giue Grant bargain Sell aliene Enfeoffe and Confirme Vnto them y<sup>e</sup> s<sup>d</sup> Jn<sup>o</sup> Ruck, Jo<sup>o</sup> Higginson Samuel Gardner, Tim<sup>o</sup> Lindall, W<sup>m</sup> Hirstt & Israel Porter, as Trustees aboves<sup>d</sup>, and to Their Heirs and assigns forever, To and for y<sup>e</sup> Sole use benefitt and behoof of the Proprietors in & purchasers of y<sup>e</sup> Township of Salem afores<sup>d</sup> All y<sup>e</sup> s<sup>d</sup> Township of Salem Viz all that Tract and Parcell of Land lying to y<sup>e</sup> Westward of Neumkeage River alias Bafsriver whereupon y<sup>e</sup> Town of Salem is Built So proceeding along to y<sup>e</sup> Head of Neumkeage River, Called by y<sup>e</sup> English Bafsriver, so Comprehending all y<sup>t</sup> Land be-

'longing to the s<sup>d</sup> Township of Salem according as it is Butted and Bounded w<sup>th</sup> and upon y<sup>e</sup> Towns of Beverly, Wenham Topsfeild, Redding Linne & Marblehead, down to y<sup>e</sup> Sea, w<sup>ch</sup> s<sup>d</sup> Land is a part of w<sup>tt</sup> belonged to the Ancesto<sup>r</sup>s of y<sup>e</sup> Grantors and is Their proper Inheritance Or howsoever y<sup>e</sup> s<sup>d</sup> Township or any part or parcell thereof is Butted and Bounded or Reputed to be bounded Together w<sup>th</sup> all houses Edifices Buildings lands yards Orchards Gardens meadows marshes Feedings Grounds Rocks stones beach flatts pastures fences Commons, commons of Pasture, Woods underwoods swamps, waters, water courses, Dams Ponds headwares fishings fowlings wayes Easements, Profitts, priviledges, Rights, Commodities Emoluments Royalties Hereditament<sup>s</sup>. and app<sup>t</sup>enances whatsoever as also all Mines mettalls mineralls w<sup>th</sup> all Islands & p<sup>r</sup>iviledges of Neumkeage River alias Bafs-river, w<sup>ch</sup> the Ancesto<sup>r</sup>s of s<sup>d</sup> Granters heretofore Rightfully possefised w<sup>th</sup> all & singular Their app<sup>t</sup>enances To y<sup>e</sup> s<sup>d</sup> Township of Salem and other y<sup>e</sup> p<sup>r</sup>imises belonging or in any wise app<sup>t</sup>aining or therew<sup>th</sup> now used Occupied or Injoyed, as part parcell or member thereof, and also all Rents Arrearages of Rents, Quitt Rents Rights of all things abovenamed as also all Rivers creeks Coves w<sup>t</sup>soever w<sup>th</sup> all their p<sup>r</sup>iviledges and app<sup>t</sup>enances (nothing excepted or Reserved) and also all Deeds writings and Evidences w<sup>t</sup>soever Touching and Concerning y<sup>e</sup> p<sup>r</sup>imises or any Part or parcell thereof To have and to hold all y<sup>e</sup> s<sup>d</sup> Township of Salem Butted and Bounded as aboves<sup>d</sup> w<sup>th</sup> all other the Above Granted p<sup>r</sup>imises, w<sup>th</sup> their & Every of their Rights members & app<sup>t</sup>enances & every part and parcell thereof hereby granted bargained & Sold, or mean't mentioned or Intended to be Hereby granted & Sold unto y<sup>e</sup> s<sup>d</sup> Jn<sup>o</sup> Ruck Jn<sup>o</sup> Higginson Samuel Gardner Tim<sup>o</sup> Lindall W<sup>m</sup> Hirst & Israel Porter as Trustees aboves<sup>d</sup> and to their Heirs & Assignes for Ever To and for y<sup>e</sup> Sole Vse Benefitt and behoof of y<sup>e</sup> Proprietors in & Purchasers of y<sup>e</sup> s<sup>d</sup> Township of Salem And y<sup>e</sup> s<sup>d</sup> David Nonnuphanohow, Sam Wuttaanoh Jn<sup>o</sup>



Tontohqunne Cicely Petaghuncksq Sarah Wuttaquatinnusk Thomas Vsqueakufsennum, alias Cap<sup>t</sup> Thom. James Quano-phkownat, alias James Rumney Marsh, Israell Quano-phkownatt, Joane Quano-phkownatt Yawataw, Wattawtinnusk For themselves Their Heirs Executors Adm<sup>rs</sup> Jointly severally & Respectively, Do hereby Covenant promise and grant to and with y<sup>e</sup> s<sup>d</sup> Jn<sup>o</sup> Ruck Jn<sup>o</sup> Higginson Samuel Gardner Tim<sup>o</sup> Lindall W<sup>m</sup> Hirst and Israell Porter, as Trustees aboves<sup>d</sup> Their Heirs and assignes on behalf of y<sup>e</sup> Proprietors and Purchasers of y<sup>e</sup> s<sup>d</sup> Town of Salem In Manner and form following (That is to say) that at y<sup>e</sup> Time of this p<sup>r</sup>sent Bargain and Sale and untill y<sup>e</sup> Ensealing and Delivery of these p<sup>r</sup>sents they & their ancestors were y<sup>e</sup> True Sole and Lawfull owners of all y<sup>e</sup> afore Bargained p<sup>r</sup>misses and were Lawfully Seized of and in y<sup>e</sup> same and Every part thereof in Their own proper Right. And haue in themselves Full power, good right and Lawfull authority to grant Sell, convey and assure y<sup>e</sup> same unto y<sup>e</sup> s<sup>d</sup> Jn<sup>o</sup> Ruck, Jn<sup>o</sup> Higginson Samuel Gardner, Tim<sup>o</sup> Lindall W<sup>m</sup> Hirst and Israell Porter, as Trustees aboves<sup>d</sup> Their Heirs and assignes for y<sup>e</sup> Vse aboves<sup>d</sup> as a good perfect & absolute Estate of Inheritance in Fee Simple w<sup>th</sup>out any manner of Condition Reversion or Limitation w<sup>th</sup>soever So as to alter change defeat or make void y<sup>e</sup> same And that y<sup>e</sup> s<sup>d</sup> Jn<sup>o</sup> Ruck Jn<sup>o</sup> Higginson Sam<sup>l</sup> Gardner Tim<sup>o</sup> Lindall W<sup>m</sup> Hirst & Israell Porter as Trustees aboves<sup>d</sup> Their Heirs and Assignes, for y<sup>e</sup> use & benefitt of the Purchasers and Proprietors of y<sup>e</sup> afores<sup>d</sup> Township of Salem Shall & may by force & Vertue of these p<sup>r</sup>sents, from time to time & at all times forever hereafter, Lawfully peaceably & Quietly haue Hold use occupy posses & Injoy y<sup>e</sup> above granted p<sup>r</sup>emises w<sup>th</sup> their app<sup>r</sup>tenances & every part and parcell thereof, Free & clear & clearly acquitted & discharged of & from all & all manner of Former & other Gifts grants Bargains, Sales, Leases mortgages, Joyntures Dowres Judgm<sup>ts</sup> Executions Forfeitures & of and from all other Titles, troubles, charges, & Incum-

branches w<sup>t</sup>soever had made comitted Done or suffered to be  
 done by y<sup>e</sup> s<sup>d</sup> David Nonnuphanohow Sam Wuttaanoh Jn<sup>o</sup>  
 Tontohqunne Cicely Petaghuncksq Sarah Wuttaquatinnusk  
 Thomas Vsqueakussenum, alias Cap<sup>t</sup> Tom James Quanoph-  
 kownat, alias James Rumney Marsh Israell Quanophkownat  
 Joane Quanophkownatt Yawataw Wattawtinnusk Or Either  
 or any of them Their or Either or any of Their Heirs or  
 assigns, or by Their or either or any of Their Ancesto<sup>rs</sup> at  
 any time or times before y<sup>e</sup> Ensealing hereof, And farther y<sup>t</sup>  
 y<sup>e</sup> s<sup>d</sup> David Nonnuphanohow Sam Wuttaanoh Jn<sup>o</sup> Tontoh-  
 qunne Cicely Petaghuncksq Sarah Wuttaquatinnusk Thomas  
 Vsqueakussenum alias Cap<sup>t</sup> Tom James Quanophkownatt  
 alias James Rumney Marsh Israell Quanophkownatt Joane  
 Quanophkownatt Yawataw Wattawtinnusk Their Heirs Ex-  
 ecuto<sup>rs</sup> & Administr<sup>rs</sup> Joyntly & Severaly Shall and will from  
 time to time & at all Times for ever hereafter Warrant and  
 defend y<sup>e</sup> above granted Premises w<sup>th</sup> Their app<sup>r</sup>tenances and  
 every part & parcell thereof unto y<sup>e</sup> s<sup>d</sup> Jn<sup>o</sup> Ruck Jn<sup>o</sup> Higgin-  
 son, Sam<sup>l</sup> Gardner Tim<sup>o</sup> Lindall W<sup>m</sup> Hirst Israell Porter  
 Trustees as aboves<sup>d</sup> and to their Heirs & assigns for Ever  
 To & for y<sup>e</sup> Sole use & Benefitt of y<sup>e</sup> Proprietors & Purchasers  
 in and of y<sup>e</sup> s<sup>d</sup> Township of Salem Against all & every p<sup>r</sup>son  
 & p<sup>r</sup>sons w<sup>t</sup>soever, any wayes Lawfully Claiming or de-  
 manding y<sup>e</sup> same or any part Parcell thereof And Lastly  
 That they y<sup>e</sup> s<sup>d</sup> David Nonnuphanohow Sam Wuttaanoh  
 Jn<sup>o</sup> Tontohqunne Cicely Petaghuncksq Sarah Wuttaquatin-  
 nusk Thomas Vsqueakussenum alias Cap<sup>t</sup> Tom James  
 Quanophkownatt alias James Rumney Marsh Israell Quan-  
 ophkownatt Joane Quanophkownatt Yawataw Wattawtin-  
 nusk Or Either or any of Them Their or any of Their Heirs  
 Execut<sup>rs</sup> or Administ<sup>rs</sup> shall and will from time to time and  
 att all times hereafter when thereunto Required at y<sup>e</sup> cost  
 and charges of y<sup>e</sup> s<sup>d</sup> Jn<sup>o</sup> Ruck Jn<sup>o</sup> Higginson Samuel  
 Gardner Tim<sup>o</sup> Lindall, W<sup>m</sup> Hirstt and Israell Porter Their  
 heirs or assigns, Or y<sup>e</sup> Purchasers and Proprietors of y<sup>e</sup>  
 s<sup>d</sup> Township of Salem, Do make acknowledge, Execute,







The two kinds of impressions used upon the wax seals of  
the deed of Salem. Reproduced same size as the original.



and Suffer all and Every such farther act and acts Thing & Things assurances and Conveighances in y<sup>e</sup> Law whatsoever For y<sup>e</sup> Further and Better Surety and Suremaking of y<sup>e</sup> aboves<sup>d</sup> Township of Salem w<sup>th</sup> y<sup>e</sup> Rights Hereditaments and app<sup>t</sup>enances above by These p<sup>r</sup>sents mentioned to be Bargained and Sold vnto y<sup>e</sup> s<sup>d</sup> John Ruck John Higginson Samuel Gardner Timothy Lindall William Hirst and Israell Porter Trustees as aboves<sup>d</sup> and to their Heirs and assigner for y<sup>e</sup> Vse afores<sup>d</sup> As By y<sup>e</sup> s<sup>d</sup> John Ruck John Higginson Samuel Gardner Timothy Lindall William Hirst & Israel Porter Trustees as aboves<sup>d</sup> Their Heirs or assigns, or s<sup>d</sup> Proprietors, or By Their Counsell Learned in y<sup>e</sup> Law shall be Reasonably Devised Advised or Required. In Witness Whereof The s<sup>d</sup> David Nonnuphanohow Sam Wuttaanah John Tuntohquenne Cicely Petaghuncksq Sarah Wuttaquatinnusk Thomas Vksqueakussennum alias Cap<sup>t</sup> Tom James Quanophkownatt alias James Rumney Marsh Israell Quanophkownatt Joane Quanophkownatt Yawataw Wattawtinnusk Have hereunto Set their hands and Seals The Eleuenth Day of October Anno Domini One thousand Six hundred Eighty & Six Annoq Regni Regis Jacobi II<sup>di</sup> anglia Scotiæ Franciæ & Hybernia Fidei Defensoris Secundo

The mark of

DAVID  [SEAL]  
NONNUPHANCHOW

The marke of

SAM<sup>LL</sup>  [SEAL]  
WUTTAANNOH

The mark of

JOHN  [SEAL]  
TONTOHQUNNE

The mark of

CICELY



[SEAL]

PETAGHUNCKSQ

[SEAL]

The mark of

THOMAS



[SEAL]

VSQUEAKUSSENNUM

alias CAPT TOM

JAMES james

QUANOPHKOWNATT

[SEAL]

alias RUMNEY MARSH

The mark of

ISRAEL



[SEAL]

QUANOPHKOWNAT

The mark of

JANE



[SEAL]

QUANOPHKOWNATT

The mark of



[SEAL]

YAWATAW

The mark of



[SEAL]

WATTAWTINNUSK

Signed Sealed & Delivered By David Nonnuphanohow  
Cicely Petaghuncksq Thomas Vsqueakussennum alias Cap<sup>t</sup>  
Tom, James Quanophkownat alias Rumney Marsh Israell  
Quanophkownat Joane Quanophkownat Yawataw Wattaw-



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This instrument was received by the  
 Secy of the Treasury Thomas M. Smith  
 from the Secy of the Navy  
 in full payment of the  
 purchase money of the  
 U. S. S. "Albatross" of 1866 - 1868

Given at Washington  
 this 1st day of July 1868  
 Secretary of the Navy



Attestation of the witnesses to, and the acknowledgment  
of, the deed of Salem, written on the reverse. Reproduced  
nearly same size as the original.

intermediate stage. By this, the process of the  
intermediate stage is completed, and the  
process is completed.

tinnusk as Their Act and Deed In y<sup>e</sup> Presence of us After  
y<sup>e</sup> Same was Read to Them

ANDREW ELLIOTT SEN<sup>R</sup>

THOMAS WEST

JOHN HILL SR

SAMLL HARDIE S<sup>R</sup>

WILLIAM WOODBERRY

This Instrum<sup>t</sup> was acknowledged By David Nonnuphano-  
how Cicely Petaghuncksq Thomas Vsqueakussennum alias  
Cap<sup>t</sup> Tom James Quanophkownat; alias Rumney Marsh  
Israell Quanophkownat Joane Quanophkownatt Yawattaw  
Wattawtinnuske To be Their act and Deed This Eleventh  
Day of Octob<sup>r</sup> 1686

Before me BARTHOLOMEW GEDNEY, One of His Majes-  
ties Councell for his Territory & dominion of newengland  
in America.

The seals on this deed, which are of wax, have two  
designs. This deed was apparently executed in Bev-  
erly, as all the witnesses were residents of that town.  
Andrew Elliott was then about forty-nine years of age;  
Captain Thomas West was about forty-three; Deacon  
John Hill was about fifty; Samuel Hardy was a  
schoolmaster, and probably under forty at this time;  
and William Woodberry was of about the same age  
as Samuel Hardy. They were all prominent men of  
Beverly most of them being or having been selectmen.  
The magistrate who took the acknowledgment of the  
deed, Bartholomew Gedney, of His Majesty's Coun-  
cil, was the same one that took the acknowledgment  
of the second Lynn deed.<sup>1</sup>

A deed of Misery Island, off the Beverly shore,  
was executed by an Indian, and it is proper to insert

<sup>1</sup> See page 75.

it in this book. This Indian grantor was known as Thomas Tyler, and he lived at Martha's Vineyard. The grantee was Bartholmew Gale of Salem; and the date of the deed was February 12, 1673. It was recorded in the Essex Registry of Deeds, book 8, leaf 106, January 19, 1688-89. The following is a copy of it as it appears upon the record:—

Know all men by These p'sents that I Thomas Tyler of Martha's Vineyard haue bargained for & Sold and do by these p'sents Sell make Ouer and deliuer Unto Bartholmew Gale of Salem in The County of Efsex in the Collony of the Mat-tathufetts all my right Title and Intrest Island forty acres more or lefs Comonly caled & knowne by y<sup>e</sup> name of Moul-ton's Miserie lying and being between Bakers Iland and Man-chester for him y<sup>e</sup> s<sup>d</sup> Bartholmew Gale to haue & to Hold to him his hiers Executors Adm<sup>rs</sup> or assigns from me y<sup>e</sup> said Thomes Tyler my hiers or assigns for Ever or any other per-son whatsoeuer Claiming any right Title or Intrest thereto or to any part thereof from by or under me hereby Couenant-ing and alowing that It may and Shall be Lawfull for y<sup>e</sup> Said Bartholmew Gale to inroule or Cause to be Inrouled the pre-mises in any of his Majesties Courts of Records in the Said Colo-nie in Confideration of which Iland I the Said Thomas Tyler do acknowledge to haue received of the Said Bartholmew Gale a Ualuable Confideracon and for y<sup>e</sup> Confirmation & Ratification of y<sup>e</sup> p'mises I haue Caused This my deed of Sale to be made & haue hereunto Set my hand & Seal this Twelfth day of ffebruary in y<sup>e</sup> year of Our Lord One thou-sand Six hundred Seuenty three

Signed Sealed and Deliuered

his

in the p'sence of us

DANIEL BACON

BENJAMIN MARSTON

THOMAS MAYHEW

THOMAS

  
marke

TYLER & a Seal

With this deed is recorded a statement, signed by Thomas Mayhew, who was also of Martha's Vineyard, being son of the governor. This certificate reads as follows:—

y<sup>e</sup> Said Thomas Tyler is y<sup>e</sup> Sonne of y<sup>e</sup> Sagamore of Agawamm a knowne man in y<sup>e</sup> Countrey he sold y<sup>e</sup> Towne of Ipswich all or y<sup>e</sup> most part of it all y<sup>e</sup> old planters know him that had ought to do w<sup>th</sup> y<sup>e</sup> Indians in those daies George Can Informe Concerning him he that hath lost his nose I mean not Else  
P me THOMAS MAYHEW

This deed was not acknowledged, and its execution was proved by the oaths of the two Salem witnesses, Mr. Bacon and Mr. Marston, in Salem December 14, 1684, taken before John Hathorne, an assistant, who lived at what is now the site of the Holyoke Building, one hundred and fourteen Washington Street. Daniel Bacon and Benjamin Marston lived near the magistrate. The evidence of these two witnesses, certified to by John Hathorne, is recorded with the deed, and is as follows:—

Dan<sup>ll</sup> Bacon & m<sup>r</sup> Benjamin Marston Gaue Oath that y<sup>e</sup> aboues<sup>d</sup> Instrument was Signed Sealed & deliuered in thier prefence by Thomas Tyler and that they Set thier handes as wittneses unto y<sup>e</sup> Same Sworne Salem Decemb<sup>r</sup> 14<sup>th</sup> 84  
befor mee JOHN HATHORNE *Afs'*

## THE DEED OF BEVERLY

THE people of Beverly were greatly exercised over the claim to their territory, about 1680, by Robert Tufton Mason, grandson of Captain John Mason, and probably it was in consequence of this claim that an attempt was made to secure a title to the land from the Indians. Masconomet, alias John, the sagamore of Agawam, in whose territory this section of the country was included, had died about 1658, and his alleged heirs were his grandchildren Samuel English and Joseph English and their sister Betty, wife of Jeremiah Wauches. With these heirs an agreement was made, October 13, 1686, by order of the selectmen of Beverly, for the transfer of the Indian title to all the land within the town, upon the payment of six pounds, six shillings, and eight pence. Nothing more was done about it until October 11, 1700, when Cornet Joseph Herrick, the town treasurer, at a meeting of the selectmen, paid to these Indians the amount of money in silver ordered to be paid fourteen years before. The following is a copy of the record of this transaction as found in the Beverly Town Records, volume 2, page 110:—

At a meeting of y<sup>e</sup> select men on y<sup>e</sup> 11<sup>th</sup> day of october 1700 Cornet Joseph Herrick Towne Treasurer did then deliver Vnto Samuel English Indian or his order the summ of six pounds six shillings & Eight pence due to the sd fam<sup>l</sup> Indian and his Brother Joseph and there sister as Heirs to there Grandfather John Alias maffquanomenett faggamore of Agga-

wom which fix pounds fix shillings and Eight pence is full satisfaction for the Indian Title of all the Lands within sd Towneship the which sume was paid by order of y<sup>e</sup> select men according to agreeemt made with sd Indians on y<sup>e</sup> 13<sup>th</sup> day of october 1686.

At Salem, the next day, two "Nashoba" Indians, John Thomas and James Speen, testified before John Hathorne and Benjamin Browne, both of Salem, justices of the peace, that Samuel English, Joseph English, and Betty Wauches were the "True & Rightfull & Only Surviving hiers" of Masconomet. The following is a copy of the record of this evidence in the Essex Registry of Deeds, volume 14, leaf 43:—

The Testimony of John Thomas & James Speen Nashoba Indians both of full age who Testifieth & Saith of thier owne Certain knowledge that Samuel English & Joseph English Indians together with thier Sifter y<sup>e</sup> wife of Jeremiah Wauches Indian are y<sup>e</sup> True & Rightfull & Only Suruiving hiers of John The Saggamore of Aggawom alias Mafsqanomenet.

John Tomas & James Speen Indians abouenamed made Oath to y<sup>e</sup> Truth of y<sup>e</sup> abouesd Euidence

Salem October the 12<sup>th</sup> 1700.

before JOHN HATHORNE } *Jus' Quo'*  
BENJ<sup>A</sup> BROWNE }

At the time this testimony was taken, a deed of release was executed and delivered by these grandchildren of the old sagamore to the selectmen of Beverly, who had it recorded in the Essex Registry of Deeds, volume 14, leaf 42. The grantees were the inhabitants of Beverly. The following is an exact copy of this record:—


Be it Knowne vnto all men by these presents that wee Samuel English Joseph English & Jeremiah Wawches Indians being all y<sup>e</sup> Suruiuing Grand Chlldren of old Saggamore John of agawon alias amasquanamett Doe for & in Confideracons that our Grandfather did formerly grant and giue his aprobation to y<sup>e</sup> English to Settle one a Tract of land Caled Beuerly in y<sup>e</sup> Countey of Efsex in New England & more Especialy for Six pound Six Shillings & Eight pence in Siluer to vs paid before y<sup>e</sup> Enfealing hereof by the Select men of Beuerly aforesaid in behalfe of s<sup>d</sup> Towne doe giue grant bargaine Sell alien assign Set ouer & Confirme & Haue by these presents fully freely & absolutely bargained Sold aliened assigned Set ouer & for Euer Confirmed vnto y<sup>e</sup> Inhabitants of Beuerly aforesaid thier hiers & assigns for Euer all The vpland Swampy meadow marsh ground lying & being within y<sup>e</sup> Township of Beuerly aforesaid with all y<sup>e</sup> ponds Streames fishing places & all other y<sup>e</sup> profits priuiledges & appurtenances thereto belonging or pertaining in any wise To Haue & To Hold occupy & posses for Euer free & Cleare & freely & Clearly acquitted of & from all other Gifts grants bargaines Sales alienations of what kind soeuer and further wee y<sup>e</sup> aboues<sup>d</sup> Samuel English Joseph English & Jeremiah Waches Indians doe Couenant promise & Engage for our Selues our hiers Executors adminiftr<sup>s</sup> & assigns For Euer to & with y<sup>e</sup> Select men of Beuerly aforesaid in behalfe of y<sup>e</sup> Inhabitants of sd Town thier hiers & assigns For Euer That wee y<sup>e</sup> aboues<sup>d</sup> Indians are y<sup>e</sup> Day of y<sup>e</sup> Date hereof The True & Rightfull owners of y<sup>e</sup> aboue bargained premises and Haue full power and lawfull authority to Convey y<sup>e</sup> Same as abouesd & That wee doe warrant acquit & defend the quiet and Peaceable possefsion of Each & Euery part Thereof to them The Inhabitants of y<sup>e</sup> Towne of Beuerly thier hiers Executors adminiftrators & assigns for Euer against all manner of Indians whatsoever laying any lawfull claime thereto In Witnefs hereof Wee haue Set to our hands & Seales This Twelfth Day of October in y<sup>e</sup> yeare of our




Lord One thousand Seuen hundred : y<sup>e</sup> words alias masquagenomenit was Interlined before sealing :

Signed sealed & Deliuered  
in y<sup>e</sup> psence of vs


THOMAS WOODBERY

the  marke of  
SAMUEL ENGLISH & Seale


ROBERT BRISCOE


y<sup>e</sup>  marke of  
JEREMIAH WAUCHES & Seale

JOSEPH FFOSTER

y<sup>e</sup>  marke of  
JOSEPH ENGLISH & Seale

MOSES PARKER

y<sup>e</sup>  marke of SUSANNAH  
y<sup>e</sup> wife of Sam abouesd & Seale  
y<sup>e</sup> marke of BETTEY y<sup>e</sup>

  
wife of Jeremiah Wauches  
& a Seale

Samuel English & Sufannah his wife and Jeremiah wauches and Bettey his wife all acknowledged the abouewritten Instrument to be thier act & deed Salem October the 12<sup>th</sup> 1700.  
before me JOHN HATHORNE *one of y<sup>e</sup> Council & Just pe*

The first two of the witnesses were residents of Beverly, and had been selectmen and prominent in the town. Mr. Woodberry was about sixty years of age and Mr. Briscoe was much younger. The other witnesses, Joseph Foster of Billerica and Moses Parker of Chelmsford, had probably come with the Indians, as their sponsors.

John Hathorne, the magistrate, before whom the acknowledgments were made, was one of the judges

who presided over the witchcraft trials in Salem. He lived in Salem, at what is now number one hundred and fourteen, on Washington Street.

The Indians were kindly entertained, in Beverly, at the tavern of Mr. Briscoe, who was one of the witnesses to the deed. The expense of this hospitality amounted to nineteen shillings and five pence, which represented a good deal in those primitive days.

The expense of the drawing of the deed and the evidence and acknowledging and recording was eleven shillings and eight pence.

The final record of the transaction is that of the settlement of the selectmen with the treasurer at a meeting of the selectmen, March 21, 1700-01. The following is a copy of this record:—

At a meeting of the Select men on the 21<sup>st</sup> day of mach  
1700: 1701

paid to the Indians for a deed and for acknowledging and  
Recording of sd deed and witneffes — 06 — 18 — 04

to m<sup>r</sup>. Robert Briscoe for Expences on y<sup>e</sup> Indians —  
00—19—05<sup>1</sup>

<sup>1</sup> *Beverly Town Records*, volume 2, page 238.

## THE DEED OF MANCHESTER

IN 1700, the town of Manchester paid the grandsons of Masconomet, the sagamore of Agawam, three pounds and nineteen shillings in current silver money of New England, for a release deed of all the right, title, and interest of the grantors in the land then comprising that township.

The grantors, Samuel English, Joseph English, and John Umpee, lived in Middlesex County, at or near Chelmsford; and the grantees were Robert Leach, John Knowlton, and Samuel Lee, selectmen of the town of Manchester, in behalf of the town. The deed is dated December 19, 1700; acknowledged on the same day; and recorded in the Essex Registry of Deeds, book 14, leaf 82, Dec. 31, 1700. The following is a copy of this document as thus recorded:—

Know all men by these presents that Wee Sam. English & Joseph English & John Vmpee all liuing in y<sup>e</sup> Countey of Middlefex in y<sup>e</sup> prouince of y<sup>e</sup> Mafsachufets Bay in New England Indians on y<sup>e</sup> one party & Robert Leach & John Knowlton and Samuel Lee Select men of y<sup>e</sup> Town of Manchester in the Countey of Efsex in y<sup>e</sup> province aforesaid on y<sup>e</sup> other party witnefseth y<sup>t</sup> y<sup>e</sup> Said Sam: English Joseph English & John Vmpee for & in Confideracon of y<sup>e</sup> Summe of three pounds nineteen Shillings Currant Siluer money of New England to them in hand well and Truly paid before then Sealing and Deliuery of These presents by y<sup>e</sup> Said Robert Leach John Knowlton & Samuel Ley Selectmen of y<sup>e</sup> abouesaid Manchester y<sup>e</sup> Receipt whereof to full Content & Satisfacon They doth hereby Acknowledge and thereof & of Euery part and parcel thereof doth acquit Exonerate and

discharge y<sup>e</sup> Said Robert Leach John Knowlton & Samuel Ley & Each & Euery of them their and Each & Euery of thier heirs Executors administrators and assigns for Euer by these presents & as they doe present Themselves Select men for and in The behalfe of y<sup>e</sup> Said Towne of Manchester them & thier hiers for Euer the Consideracon of y<sup>e</sup> abouesaid Summe being Receiued by vs as aboues<sup>d</sup> is for that whereas y<sup>e</sup> Said Towne of Manchester Haue Quietly & peaceably without molestacon Enjoyed y<sup>e</sup> Soil of Thier Township with y<sup>e</sup> Growth therevpon & appurtenances belonging thereto & Containing therein for y<sup>e</sup> Space of Sixty yeares & vpward & that in the first place by y<sup>e</sup> Consent & aprobacon of our Grandfather Saggamore John of Aggawam alias Masquenomenit & Euer Since by Consent & approbation of his Children and by vs his Grand Children being y<sup>e</sup> now Suruiuing & proper hiers to our Said Grandfather & there hath been yet no deed or legall Conveyance Either by our Said Grandfather Masquenomenett as aforesaid nor by his hiers Successiue vnto this Day of y<sup>e</sup> Date hereof of y<sup>e</sup> Soyl of y<sup>e</sup> Said Township to y<sup>e</sup> Said Towne of Manchester Wee y<sup>e</sup> Said Sam. English Joseph English & John Vmpee hath giuen granted Bargained Sold alien'd Enfeoff'd and Confirmed and by these presents doth fully freely Clearly & absolutely giue grant bargain Sell aliene Enfeoffe Convey and Confirme vnto y<sup>e</sup> Said Select men namely Robert Leach John Knowlton and Samuel Ley as they are for and in the behalfe of y<sup>e</sup> Said Town of Manchester thier hiers & assigns for Euer all That our full & whole right Title property vse Intrest remainder Claim and demands whatsoever of in and to all and Singular that Mesuage or Tenement Scituate Lying & being y<sup>e</sup> Soyl in y<sup>e</sup> Township of y<sup>e</sup> abouesd Towne of Manchester with all y<sup>e</sup> woods & growth of y<sup>e</sup> abouesd Soyl with all y<sup>e</sup> Riuers Waters Water Courfes Island or Islands fish fishing places & all other appurtenances & priuiledges as lands meadows Creeks Coues Rocks Stones & whatsoever is or May be therein Contained within The

bounds of y<sup>e</sup> Towneship of y<sup>e</sup> Said town of Manchester To  
 Haue & to Hold to them y<sup>e</sup> Said towne & thier hiers &  
 asignes for Euer to Improue vfe Occupy & Injoy y<sup>e</sup> aboue-  
 said premises to thier profit & behoofe for Euermore And  
 that Wee y<sup>e</sup> Said Sam English & Joseph English & John  
 Vmpee doe for Our Selues our hiers Covenant & promise  
 to & with y<sup>e</sup> Said towne of Manchester them & thier hiers  
 Executors Adm<sup>rs</sup> and asignes that at & before the Ensealing  
 & deliury of these presents Wee are y<sup>e</sup> True & Rightfull  
 hiers of y<sup>e</sup> bargained premises & haue in Our Selues full  
 power good right & Lawfull Authority to bargain and Sell  
 y<sup>e</sup> Same as aforesaid & that y<sup>e</sup> Bargained premises a free  
 & Clear & freely & Clearly acquitted & discharged of &  
 from all other and former gifts grants bargaines Sales Ti-  
 tles Dowers or from any any other Incumbrance from any  
 other In whatsoever shall pretend to Lay Claime therevnto  
 and that wee will warrant acquit & defend the said towne  
 of Manchester thier hiers Executors adminis<sup>tr</sup>s and asignes  
 in y<sup>e</sup> peacable & quiet possefsion of y<sup>e</sup> bargained premises &  
 Euery part & parcell thereof from time to time & at all times  
 for Euer hereafter against all Indians whatsoever laying any  
 Lawfull Claime thereto or any part thereof In testimony  
 wherof Wee haue herevnto afixed our hands & Seals This  
 nineteenth day of December In y<sup>e</sup> yeare of our Lord God  
 One thousand Seuen hundred

Signed Sealed & Deliuered in y<sup>e</sup> Psents  
 of vs Witnefs.

y<sup>e</sup> marke of

JOHN NEWMAN

SAM<sup>LL</sup>



ENGLISH & a Seale

JOSEPH HERRICK

y<sup>e</sup> marke of

JOHN



VMPEE & Seale

THOMAS WHITTRIDGE

Samuel English an Indian & John Vmpee an Indian  
 both perfonaly appeared before me y<sup>e</sup> Subscriber One of his

Maj<sup>ties</sup> Juftices of y<sup>e</sup> peace for y<sup>e</sup> Countey of Efsex & acknowledged y<sup>e</sup> aboue written Instrument with thier hands & Seales to be thier act & Deed at Salem 19. December 1700

JOHN HIGGINSON

Joseph English, for some reason, did not sign this deed. In this and in several other recorded instances it seemed difficult to find Samuel and Joseph English together.

The grantees of the deed, who were selectmen of the town at the time, were otherwise prominent. Messrs. Knowlton and Lee were young men, and were serving their first term as selectmen. Sergeant Leach was middle-aged and had been a selectman for several years.

Of the witnesses to the deed John Newman lived in Wenham, and had been a representative to the general court for the two years prior to his appearance at the execution of this deed, and town clerk of Wenham since 1695. He was son of Rev. Antipas Newman, pastor of the church in Wenham, and at this time was forty years old. Joseph Herrick lived in Beverly. Thomas Whittridge also lived in Beverly, and was about forty-two years old.

John Higginson, before whom the acknowledgment of the deed was taken, lived in Salem, and at this time was register of the probate court. He was only twenty-five years of age.

The expense of this deed, including its draft and acknowledgment, was six shillings and eight pence. This sum, added to the amount paid to the Indians, three pounds and nineteen shillings, aggregated four pounds, five shillings, and eight pence, which the selectmen voted, January 16, 1700-01, to raise by

assessment upon the inhabitants.<sup>1</sup> This rate was accordingly assessed upon the people.

<sup>1</sup> “At a meting of the sealect men of manchester upon the 16<sup>th</sup> Day of January 1700 : 1701 Thare was a rate made and comited to Joseph Wodbery constable to collect and gather amounting to the sum of fower pounds and five shillings 8 pence which mony is to pay the Indians for our town ship and make payment of the aforesd sum in unto the sealect men at or before the fifteenth day of march next Insuing the Date hereof.” — *Manchester Town Records*, volume 2, page 138.

## THE DEED OF WENHAM

SAMUEL ENGLISH, Joseph English, and John Umpee, heirs of Masconomet, the sagamore of Agawam, claimed to own the territory included within the limits of the town of Wenham, and December 10, 1700, the town chose a committee to investigate the matter, and if they thought best to agree with the Indians. Upon the payment of four pounds and sixteen shillings, by Captain Thomas Fiske and three others of Wenham, a deed of release was obtained from them. The deed itself, however, states the amount to have been three pounds and ten shillings. The difference of one pound and six shillings may have been the amount of the expenses connected with the acquisition of the deed. The amount was raised by the assessment of a tax upon the inhabitants.

In this deed Joseph Foster, Sr., of Billerica and Moses Parker of Chelmsford joined as sureties, and they covenanted that these Indians were the legal heirs of the sagamore, that they were the rightful owners of the soil and had authority to convey the same. The deed was dated on the same day as the deed of Manchester, December 19, 1700. This deed was never recorded, and the last known of the existence of the original instrument was its production in court in the action of Amos Brown *et al. versus* Inhabitants of Wenham, at Salem, in 1845. At that time it was taken from the wrapper in which it had been kept by the town treasurer, and never returned. Questions of law in this case, one of which was the admissibility of



this deed as evidence of title in the town of the land thereby purported to be conveyed, were taken to the full bench of the Supreme Judicial Court. In the written opinion of the court, a large part of the deed is copied, as follows : <sup>1</sup> —

. . . gave, granted, bargained, sold, assigned, aliened, enfeoffed and confirmed, unto the freeholders and inhabitants of said town, their heirs, successors and assigns, “the Indian title of all that tract or parcel of land, lying within the bounds of said township,” bounded by the divisional lines of the several adjoining towns, “to have and to hold the said tract of land, with the privilege of all rivers, streams, watercourses, ponds, fishings and hunting,” &c. &c. “to the inhabitants of said Wenham, their heirs and successors, and such others, and their heirs and assigns, as have any lands lying within the bounds of said township, forever.” And the said Samuel English, Joseph English and John Umpee, as heirs as aforesaid, as principals, and said Foster and Parker, as sureties, jointly and severally covenanted with the inhabitants and freeholders of Wenham, and such others as had lands lying within said Wenham, that said Samuel and Joseph English and said John Umpee were the true and only proper heirs of said Maschamomett, and were the true and rightful owners of said tract of land, and had in themselves good right, full power and lawful authority to sell, convey and assure the same. And the said Foster and Parker, as sureties, covenanted with the inhabitants and freeholders of said Wenham who were then possessed of the land in said town in their own proper right, and such others as were not inhabitants of said town, but yet had lands lying within the same, that said Samuel and Joseph English and John Umpee, and their heirs, should warrant and defend the same and every part of the above granted and bargained premises to the said freeholders and inhabitants, and proprietors of the lands lying within the

<sup>1</sup> Metcalf’s Reports (Massachusetts), volume 10, page 496.

bounds of said township of Wenham, against all other Indians whatsoever that should make any claim or challenge to all or any part of said granted and bargained premises: And said Foster and Parker further covenanted that said premises were "free and clear, and clearly acquitted and discharged of all former and other bargains, sales and alienations made by said Maschanomett, or any other Indian or Indians having lawful right or authority, and that the freeholders and in habitants, and proprietors of the lands lying within the bounds of said Wenham, should hold and enjoy the same, and every part thereof, to them, their heirs and assigns forever, as a good and indefeasible estate of inheritance in fee simple.

This deed was executed and acknowledged by Samuel English, John Umpee, Joseph Foster, and Moses Parker, but was not executed by Joseph English.

On the back of the deed was written, "D. Rex v. Parker, Ipswich Court, July 1st, 1701," which indicates that it was used in the court at Ipswich on that date.

## THE DEED OF GLOUCESTER

SAMUEL ENGLISH next made demand upon the town of Gloucester, and a meeting of the inhabitants was held on Christmas Day, 1700, over which Deacon James Parsons presided. At this meeting, the selectmen were given authority to levy a tax upon the inhabitants of the town for "seven or eight pounds in money"; and Lieutenant William Stevens and Ensign Joseph Allen were chosen to settle with the Indians.<sup>1</sup> Lieutenant Stevens was a native of Gloucester, and forty-one years of age. He was an officer of the local military company, a selectman of the town for several years and representative in 1692. Ensign Allen was a native of Salisbury, a blacksmith, and had come to Gloucester upon his marriage, in 1680. He was forty-six years old at the time of this transaction with the Indians. He was one of the selectmen of the town that year, and had served several years in that and other official positions.

<sup>1</sup> Such was the language of the vote, but Samuel English was the only Indian who executed the deed.

The record of this meeting is as follows: —

“ Att A meeting of the Inhabetants of glocester december 25<sup>th</sup> day 1700 deacon James parfons moderater. . .

“ the Select men had full powar giuen them at fd meeting to Leuy a taxe or ratt vpon the Inhabetants of seven or Eight pounds in money to defray the demand of the Indians for and about the Land of our township . .

“ Leiut william Stevens and Infigne Joseph Allin are the men Chose and deputed by the Inhabetants at fd meeting to manage and make A full Conclusion about our township with those Indians that hath Laid Claime to the Lands of our township.”

— *Gloucester Town Records.*

This committee came to an agreement with Samuel English, and for seven pounds in current money of New England secured a deed of release from him. He claimed that he was the heir of the sagamore. The territory purported to be conveyed was that of the town of Gloucester at that time, which then included the present town of Rockport. The deed is dated January 14, 1700-01; acknowledged on the next day, at Ipswich; and recorded in the Essex Registry of Deeds, at Salem, book 14, leaf 214. The following copy of this deed is taken from the record in the Registry of Deeds:—

To all People to whome these presents Shall come Samuel English an Indian the Grandson & Rightfull hier of Mafchanomett the Sagamore of Agawam Sendeth Greeting Know ye that I the Said Samuel English Sufficent reasons mouing me therevnto but Especialy for y<sup>e</sup> full and Just Summe of Seuen pounds of Currant money of New England Truly paid vnto me by Leiut William Steuens and Ensign Joseph Allin a Comittee or agents for y<sup>e</sup> Towne of Glofster in The Countey of Essex in New England wherewith I y<sup>e</sup> Said Samuel English doe hereby acknowledge my selfe fully Satisfied paid & Content for euer and thereof and of every part thereof doe hereby for me my hiers Executors & administrators for euer acquit release and discharge them the Said Comittee thier hiers executors & administr<sup>rs</sup> for euer Haue giuen granted bargained Sold & confirmed and doe by these presents for my Selfe hiers Executors & administr<sup>rs</sup> for Euer grant Bargaine Sell and Confirme for Euer vnto them The Said William Stevens & Joseph Allin in the behalfe & for vse and property of Said Towne of Glofster them their hiers Executors administrators and assigns for euer a Certaine tract of land knowne by y<sup>e</sup> name of y<sup>e</sup> Township of Glofster in the Countey aforesaid in New England Containing by Estimacon Ten thousand

acres be The Contents thereof more or less as it is abutted and bounded west northwest by Ipswich and west southwest by y<sup>e</sup> Towne of Manchester according as y<sup>e</sup> Lines hath been already Settled & by y<sup>e</sup> Salt Sea on all other parts with all y<sup>e</sup> Islands thereto belonging according to y<sup>e</sup> grant of y<sup>e</sup> Generall Court to Said Towne Together with all y<sup>e</sup> Lands Soyles waters riuers Streames hauens ports Fishings huntings Wood Timber Stones grafs feed and all y<sup>e</sup> rights profits priuiledges and appurtenances belonging to y<sup>e</sup> Same or any part thereof To Haue & To Hold to them y<sup>e</sup> Said William Stevens & Joseph Allen and y<sup>e</sup> Said Towne of Glocester them thier hiers Executors administrators and assigns in quiet & peaceable possession for Euer without the Least lett hindrance or molestacon whatsoever & further I the Said Samuel English doe hereby promise Covenant & grant to & with y<sup>e</sup> aboues<sup>d</sup> William Stevens and Joseph Allin that at & vntill the Enfealing & deliury of these presents I had good right full power and Lawfull authority to giue grant convey & confirme the Said premises and Euery part thereof with all the appurtenances as abouesaid it naturally descending to me from my predecesor as abouesaid and doe hereby bind my Selfe hiers Executors administrators and assigns For Euer to defend y<sup>e</sup> Said William Stevens & Joseph Allin and The Said Towne of Glofster Then Thier hiers Executors administ<sup>rs</sup> and assigns for Euer from all Indian right and Title & from The lawfull Claimes of all persons whatsoever to y<sup>e</sup> abouesd premises In Witnes whereof I y<sup>e</sup> abouesd Samuel English doe herevnto Set my hand & Seale this fourteenth day of January Seventeen hundred & in y<sup>e</sup> 12 yeare of his maj<sup>ties</sup> reigne

Signed Sealed & Deliured

in prefence of vs

ABRAHAM PERKINS

JOSEPH FFOSTER

JON<sup>A</sup> FAIRBANK<sup>B</sup>

his

SAMUEL *q* ENGLISH Seale

marke

The within mentioned Samuel English personally appearing before the Subscriber one of y<sup>e</sup> members of his Maj<sup>ties</sup> Counsell for the Province of y<sup>e</sup> Mafsachufets Bay & Juftice of peace in the Same acknowledged the within written Instrument to be his act & deed.

Ipswich Jan'y y<sup>e</sup> 15.

JOHN APPLETON

1700 / 1701

Abraham Perkins, the first witness to this deed, was a resident of Ipswich, where the deed was executed. He was sixty years of age at that time, and a prominent citizen. The other two witnesses, Joseph Foster and Jonathan Fairbank, were acquaintances, probably, of Samuel English, and evidently accompanied him from Billerica or that vicinity.

John Appleton, before whom the deed was acknowledged, was a resident of Ipswich. He was one of His Majesty's Council for this province and a justice of the peace. He was a native of Ipswich, forty-eight years of age at this time, being a merchant, town clerk, representative to the general court, clerk of courts and colonel of the regiment of militia.

The Indian had been paid and the deed delivered, but the money had not been raised, February 5, 1700-01, when a town meeting was held to consider the method of securing the necessary sum. The weather was so stormy on that day, that after choosing Lieutenant William Stevens moderator, the meeting was adjourned to the eleventh day of the same month. On that day the matter was not determined and adjournment was made to the next day, when it was voted to sell some of the common land for this purpose. The lot layers were appointed a committee to ascertain what offers could be obtained for the land, and report the

facts at the next general town meeting.' No further record relating to the matter has been found.

1 The following is a copy of the record of this meeting: —

“ Att A Towne meeting Leagally warned according to the direction of Law which was the fift day of february in the year 1700-1701 the Same day prouing to be Stormy weather the Inhabitants for all mett together and Chose Liuet: william Stevens moderator for fd meeting and did by reason of the Weather Adjourn the meeting to the Leventh Day of the Same month of february and not bringing things to A head for what the meeting was Appointed for . . the meeting was Adjourned to the twlueth day of the same month of february . .

“ it was Agreed vpon by the Inhabitants At fd meeting and by Affirmytue voite there should be Land sould viz Som of the town Comon Lands to raife money to pay what Charges the towne is Indebeted for and About the purchasing of the township of Samuel English Indian

“ The Lot Layers was Appointed a Comity and Chossen att fd meeting to treat with any of ye Inhabitants that will buy any of the towne Comon Lands and to bring the reporte of it both for place quantity and price to the nex generell towne meeting.”

— *Gloucester Town Records.*



## THE DEEDS OF BOXFORD

IN the winter of 1700-01, Samuel English, Joseph English, and John Umpee, three grandsons of Masconomet, sagamore of Agawam, claimed title to, and demanded money for, the territory then included within the town of Boxford, which had at that time nearly the same territory as now. A town meeting was held January 15, 1700-01, at which John Perley, Thomas Perley, John Peabody, Thomas Hazen, and Josiah Bridges were chosen a committee to treat with the Indians relative to their demand. The first two named of this committee were brothers, sons of the immigrant Allan Perley, and natives of Ipswich, John being sixty-four, and Thomas fifty-nine, years old at the time of this transaction. John Perley was an ensign in the militia, a carpenter, and had represented the town in the general court in 1690 and 1691. Thomas Perley was lieutenant in the militia, and had represented the town in the general court in 1689, 1690, 1692, and 1693, and was the deputy at the time of this purchase from the Indians. Both were prominent in the local public affairs, holding the highest offices in the town, John being, at this time, one of the selectmen. Captain John Peabody was son of Lieutenant Francis Peabody, the immigrant, and was fifty-eight years of age. At this time he was the town clerk, having held the office since the incorporation of the town, in 1685. He was also the first schoolmaster, commander of the military company, and had held the highest town offices. He had represented the town in the general court in 1689, 1690, 1691, 1692, 1695, 1698, 1699,







Residence of Lt. Thomas Perley, in Boxford, where the Indians made their agreement with the representatives of the town as to release of their interest in the territory of Boxford.



and 1700. Ensign Thomas Hazen was son of Edward Hazen of Rowley, the immigrant, and was forty-three years old. He had been a selectman for many years. Josiah Bridges was son of Edmund Bridges of Ipswich, the immigrant, and was fifty years of age. He was a blacksmith, and one of the selectmen at this time. John Perley lived in what is now known as Barnes' pasture, on the road, now obsolete, which led from the present residence of Elbridge Perley. Thomas Perley lived in the house, still standing, at the great elm tree, commonly known as the Isaac Hale place. John Peabody lived in a house which stood near the barn of the Deacon Palmer place until 1863, when it was taken down. Thomas Hazen lived at the eastern end of Baldpate Pond, and Josiah Bridges lived at the Humphrey Perley place.

This committee was given full power to agree with the Indians both as to the amount of, and time when, the consideration should be paid.

The next day, the committee and Samuel English, one of the Indians, met at the house of Lieutenant Thomas Perley, who conducted a public-house at that time. This house is still standing, and has been almost unchanged in its appearance during the two hundred and twenty-odd years of its existence. This ancient homestead is shown in the engraving on the opposite page. The great elm tree was not there then, but it is nearly as old as this transaction with the Indians. Colonel Dudley Bradstreet of Andover, a justice of the peace, was, also, probably present and wrote the deed, which the Indian acknowledged before him. For this service the colonel was paid five shillings and sixpence.

The Indians proved, by the testimony under oath of several other Indians, that they were grandsons of Masconomet and his heirs.<sup>1</sup>

The committee delivered to Samuel English eight pounds in money, and paid the charges of the several Indians, amounting to about one pound and four shillings, as well as furnishing them with food and drink. The consideration named in the deed was nine pounds in current money. Thomas Hazen advanced two pounds of this amount, Thomas Perley, one pound and ten shillings in money and one pound in food and drink, John Perley, one pound and six shillings, and John Peabody, one pound and four shillings. Dr. David Wood, a physician of the town at that time, and a man of means, lent the committee two pounds and four shillings. Thomas Perley also paid Colonel Bradstreet the five shillings and sixpence for the deed. Doctor Wood was repaid his money as follows: by Josiah Bridges thirteen shillings and sixpence for himself and his father "for their own share" five shillings, and by John Peabody one pound and five shillings.

The deed was dated January 16, 1700-01, and recorded in the Essex Registry of Deeds February 20,

<sup>1</sup> The deed signed by Samuel English was recorded in the records of the town of Boxford, and at the end of it is the following statement: —

"This is a trew Copey of the Indian deed which Samuell English an Indian grand son and heair of maskenominit Sagemoer of aggawom who Chalenged the Town of Boxford to bee part of his grandfather's Land and proued it so to bee by sevaral Indin testimoney vpon oath and so to preuant fother trubbel and to Satisfy the Indian native heaier the Town of boxford haue giueen him the full sum of nien pound in money."

1704-05, book 16, leaf 188, and also in the Town Records of Boxford. The following copy is taken from the record in the Registry of Deeds:—

To all People to whom these p<sup>r</sup>sents shall Come Samuel English an Indian y<sup>e</sup> Grandson & heir of Maschanomett the Sagemore of agawam in y<sup>e</sup> County of Efsex in New England Sendeth Greeting Know yee that I the Said Samuel English Good & Sufficient Reasons & Consideracons moving me Thereunto & for the full & Just Sum of nine Pounds of Currant money of New England Truly Paid unto me the Said Samuel English y<sup>e</sup> Receipt w<sup>o</sup>f I do hereby acknowledge in full of all Rights of Indian Claimes & Titles whatsoever by Ensign John Pearly Leiv<sup>t</sup> Thomas Pearly Ensign Thomas Hazen Leiu<sup>t</sup> John Peabody & Josiah Bridges a Committee & Agents for y<sup>e</sup> Town of Boxford in the County of Efsex in y<sup>e</sup> Province of y<sup>e</sup> mafsachusetts In New England wherewith I the said Samuel English do hereby acknowledge my self fully Satisfied Paid & Content for Ever have given granted Bargained Sold & Confirmed & Do by these presents Fully Freely & absolutely give grant Bargain Sell & Confirme for Ever unto them the Said John Pearly Thomas Pearly Thomas Hazen John Peabody & Josiah Bridges & to as many others of y<sup>e</sup> Proprietors & Inhabitants of said Town of Boxford as shall well & Truly pay unto the aboves<sup>d</sup> Committee at or Before y<sup>e</sup> First day of may Next Ensuing the date hereof Their due & Respective Shares & proportions of y<sup>e</sup> Sum of money Aboves<sup>d</sup> & all other Charges Expended by said Committe in & about the Same to their due Satisfaction a Certain Tract of Land Containing by Estimacon Twelve Thousand acres be y<sup>e</sup> Contents Thereof more or be they Lefs Known by y<sup>e</sup> name of y<sup>e</sup> Township of Boxford in y<sup>e</sup> County afores<sup>d</sup> being abutted & Bounded Northerly by a Marked Pine Tree on the Southerly Side [of] merrimack river which is the Corner Bounds and then the Line runs by the marked Trees that are Between Andover

& Boxford & Southerly according as y<sup>e</sup> trees are marked betwixt Andover & said Boxford as it hath Been Preambulated till it Come to the Eight mile Tree so called which is a bound mark betwixt said Andover & said Boxford & Southerly to a white oak which is the Bounds betwixt Will<sup>s</sup> Hill men & said Boxford & then southerly to a Wild Pear Tree or Box tree Standing by Ipswich River side & then easterly as the River Runs till it meet with Ipswich Line which said Line doth extend six miles from said Ipswich meeting house & then upon a straight Line till it Come to an apple tree y<sup>t</sup> is in Leiv<sup>t</sup> Pearlys feild marked & then it runs with Ipswich Line untill it meets with Rowley Line near Caleb Jacksons & so till it Come to a white oake in Bradford Line as it is setled betwixt Boxford & Rowley & then westerly till it meet with y<sup>e</sup> Pine Tree first mentioned Parting betwixt Boxford & andover all which said Tract of Land in the said Township of s<sup>d</sup> Boxford according as it is Bounded or ought to be Bounded with all the Lands Soyles Rivers Brooks streams water waters Ponds Fishings huntings Wood stone Grafs feed and all y<sup>e</sup> rights proffitts Priveledges Comodities & appurten<sup>ces</sup> thereto belonging or in any manner of wise appertaining to y<sup>e</sup> same or any part thereof To have & To Hold to them the said John Pearly Thomas Pearly Thomas Hazen John Peabody and Josiah Bridges and to others of the Inhabitants & Proprietors of said Town of Boxford Provide as is above Provided to them y<sup>r</sup> heirs Executors admin<sup>trs</sup> & assigns in Quiet & Peaceable pofsefsion for Ever In fee simple a good & sound Estate of Inheritance freely & Clearly acquitted Released & discharged of all & from all Indian rights and titles whatsoever y<sup>t</sup> may Be made by me or any other Native in this Land of New England Further I y<sup>e</sup> said Samuel English do hereby Covenant promise & Grant to & with y<sup>e</sup> aboves<sup>d</sup> Committee of y<sup>e</sup> Towne of Boxford y<sup>t</sup> at & untill the ensealing & delivery of these presents I had good right full power & Lawfull authority to grant & Convey y<sup>e</sup> same & all y<sup>e</sup> premises as aboves<sup>d</sup> hereby Binding my self heirs



execut<sup>rs</sup> & adm<sup>rs</sup> forever to defend the said John Pearly Thomas Pearly Thomas Hazen John Peabody & Josiah Bridges & others according as is provided Before them their heirs execut<sup>rs</sup> adm<sup>rs</sup> & assigns for ever from the Lawfull Claimes of all persons whatsoever to y<sup>e</sup> same or any part of y<sup>e</sup> abovementioned & granted premises In witness whereof I the said Samuel English do hereunto set my hand & Seale this Sixteenth day of January seventeen hundred seventeen hundred & one & in the 12<sup>th</sup> year of y<sup>e</sup> Reign of our Royall Sovereign William y<sup>e</sup> Third over England &c King &c

Signed sealed & DD

in presence of us

THOMAS BAKER

JOSEPH FFOSTER

MOSES PARKER

his

SAMUEL  ENGLISH & a seale  
mark

Samuel English an Indian appeared before me y<sup>e</sup> Subscriber one of his maj<sup>ties</sup> Justices of peace for y<sup>e</sup> County of Essex & acknowledged this Instrum<sup>t</sup> to be his act & deed this 16<sup>th</sup> of Jan<sup>r</sup> 1700/701

DUDLEY BRADSTREET

Captain Thomas Baker, the first of the witnesses to this deed, lived in Topsfield, and at this time was sixty-four years of age. He was a native of Norwich, England. The others were those men who accompanied these Indians in these transactions, Joseph Foster being, probably, of Billerica and Moses Parker of Chelmsford.

It is not known why Joseph English and John Umpee did not release their interests in the land at this time, as all were present apparently.

On the tenth of the next October (1701), Joseph Foster brought the other two Indians, and they signed another deed of import similar to that which Samuel

English had executed. For this release John Peabody paid them two shillings and sixpence in silver, and they were also furnished with "rum and victuals enough." This deed of quitclaim was written by Isaac Addington of Boston, and he was paid three shillings. At this time he was fifty-five years of age, judge of the court of common pleas, and had been Speaker of the House of Representatives. He was instrumental in the overthrow of the government of Sir Edmund Andros, and then became clerk of the committee which had the affairs of government in charge and later secretary of the provisional government which followed. He was a man of great modesty, industry, integrity, and wisdom.

In this deed all three of the Indians were named as grantors, probably erroneously. The deed states that nine pounds in silver was its consideration, but the evidence of payment is that it represented about the sum actually paid to all the Indians.

This later deed is dated in 1701, the acknowledgment being taken October 22, 1701, and was recorded in the Essex Registry of Deeds, book 18, leaf 33, February 24, 1703-04. The following is a copy of this deed as it is recorded in the Registry of Deeds:—

To all People unto whom these presents shall come Samuel English Joseph English & John Vmpee Indians Grand Children & the next true rightfull and Lawfull heirs of musquonomet alias muschonomet Indian Cheif Sagamore & native Proprietor of that whole Tract of Land Extending from the Southerly Side of the River merrimack unto naumkeeg otherwise Called Bafs river lying in the County of Efsex within his maj<sup>ties</sup> Province of the mafsachusetts Bay in New England Send Greeting whereas Divers Englishmen many


years Since in the Life time of the Said musquonomet al<sup>s</sup> muschonomet with his Knowledge Lycence & good Liking did Enter into Subdue Improve Build & Settle an English Plantation Containing about Twelve Thousand acres of Land more or Less now Called & Known by the Name of the Town of Boxford within the afores<sup>d</sup> Tract of Land in the said County of Essex, which said Plantation or Township & the Lands thereto Belonging are Butted & Bounded Northerly by a marked pine Tree on the Southerly Side of merrimack River afores<sup>d</sup> which is the Corner Bounds & then the Line Runs by marked Trees that are between Andover & Boxford & Southerly according as the Trees are marked betwixt said Andover and Boxford, as it hath been perambulated till it Come to the Eight mile Tree so called which is a Bound mark betwixt said Andover & Boxford & Southerly to a white oak which is the Bounds betwixt Wills Hill men & said Boxford & then Southerly to a wild Pair tree or Box tree standing by Ipswich River side & then Easterly as the River Runs till it meet with Ipswich Line which Said Line doth Extend Six miles from Said Ipswich meeting house & then upon a Straight Line till it Come to an apple tree that is in Leiv<sup>t</sup> Pearlys field marked & then it Runs with Ipswich Line until it meets with Rouley Line near Caleb Jacksons & so till it Come to a white oak in Bradford Line as it is settled betwixt Boxford & Rowley & then westerly till it meet with the Pine Tree first mentioned parting Betwixt Boxford and Andover Now Know yee that we the Said Samuel English Joseph English & John Vmpee the true Rightfull & Lawfull heirs of the said musquonomet al<sup>s</sup> muschonomet as afores<sup>d</sup> as well upon the Consideracon afores<sup>d</sup> as for divers other good Causes & Consideracons us thereunto moving more Especially for & in Consideracon of the Sum of nine pounds Currant Silver money of New England to us in hand at & before the Ensealing & delivery of these presents well & truly paid by John Pearly Thomas Pearly Thomas Hazen John Peabody & Josiah Bridges all of


Boxford afores<sup>d</sup> yeomen a Comittee & agents for the Said Town of Boxford The Receipt whereof we do hereby acknowledge & our Selves to be therewith well Satisfyed Contented & fully paid Have Granted aliened Enfeoffed Released Ratified Confirmed & forever Quit Claimed & by these presents for our selves & our heirs Do fully freely Clearly & absolutely grant aliene Enfeoffe Release Ratify Confirm & Quit Claim unto the Said John Pearly Thomas Pearly Thomas Hazen John Peabody & Josiah Bridges and the Rest of the Freeholders & Proprietors of the Said Plantation or Township of Boxford in their actuall possefsion being all the afores<sup>d</sup> quantity and Tract of Twelve Thousand acres of Land more or Less Scituate Lying & being in the s<sup>d</sup> County of Essex & Butted bounded & described as afores<sup>d</sup> or howsoever otherwise the Same is bounded or Reputed to be Bounded Together with all & Singular the Trees Timber woods underwoods Rivers Brooks ponds Streams waters water Courses marshes meadows feilds feedings fishing fowling hunting Edifices Buildings Rights members profits priviledges Comodities advantages hereditaments Emoluments & appurces whatsoever upon or Belonging to the Said Tract of Land Plantation or Township of Boxford afores<sup>d</sup> or to any part or percell thereof & all the Estate Right Title Interest Inheritance use property Claime & demand whatsoever of us the Said Sam<sup>l</sup> English Joseph English & John Vmpee & each of us our & each of our heirs of in or to the Same & the Reversion & Reversions Remainder & Remainders thereof To Have & to Hold all the said herein before granted Released and Confirmed premises unto the said John Pearly Thomas Pearly Thomas Hazen John Peabody & Josiah Bridges & the Rest of the Freeholders and Proprietors of the Town of Boxford afores<sup>d</sup> their heirs & assigns to their only proper use Benefitt & behoofe for Ever & we the Said Samuel English Joseph English & John Vmpee for our Selves & our heirs do hereby covenant grant & agree to & with the Said John Pearly Thomas Pearly

Thomas Hazen John Peabody & Josiah Bridges & their heirs & assigns on behalfe of themselves & other the freeholders & Proprietors of Said Town of Boxford their heirs & assigns for ever that we the Said Samuel English Joseph English & John Vmpee are the true Rightfull & Lawfull heirs of the beforenamed musquonomonet alias Muschonomet & that we shall & will warrant & defend all & singular the Lands & premises by us herein before granted Released & quit claimed unto y<sup>e</sup> s<sup>d</sup> John Pearly Tho: Pearly Tho: Hazen John Peabody Josiah Bridges & other the Freeholders & proprietors of the Town of Boxford afores<sup>d</sup> their heirs & assigns for Ever against our selves & our heirs & all & Every other person or persons Claiming any Right title or Interest therein from by or under us any or either of us from by or under our Said Grandfather Musquonomonit alias muschonnomet In witnefs whereof we have hereunto Set our hands & scales the                      day of  
 anno Dom: 1701 annoq R R<sup>s</sup> Gulielmi Tertii anglie &c Decimo tertio.

Signed Sealed and DD

by JOSEPH FOSTER  
 JOHN BOYNTON

his  
 JOSEPH  ENGLISH & seal  
 mark

his  
 JOHN  VMPEE & seal  
 mark

Joseph English & John Vmpee appeared before me the Subscriber one of his maj<sup>ties</sup> Justices of y<sup>e</sup> peace for the County of Essex & acknowledged this Instrum<sup>t</sup> to be their act & deed this 22<sup>d</sup> of octob<sup>r</sup> 1701

DUDLEY BRADSTREET *J peace*

Joseph Foster, the first witness, was the person of that name from Billerica who seems to have accom-

panied these Indians upon occasions like this, as he appears generally as a witness to their deeds. John Boynton was a sergeant in the militia of Rowley, where he lived, and was fifty-three years old. His occupation was that of a husbandman and weaver. Colonel Bradstreet, who took the acknowledgment, was the same magistrate who appeared in the execution of the deed of Samuel English.<sup>1</sup>

<sup>1</sup> A record of these transactions is contained in the Town Records of Boxford, as follows: —

“At a legal Town meting hild in boxford the 15<sup>th</sup> of Jenewary 1700 / 1701: the Town Choes Sargent Thomas Andrus moderator for the meeting: also the Town voted to Choues a Commety to treeat with the Indians a bought thaier demand of money for our Town being with in the tract of land the Indians have claimed to beelongs to the Sagemoer of aggowam which also thay have proved thay bee the grand Children of the s<sup>d</sup> Saggamoer: the Commety chosen for this sarvis bee as folow

“Ensien pearly Leftenant pearly John pebody Ensien heazen Josiah bridges the Toun haue agreed and voted that this Commety or the major part of them have full power to agree with the Indians in order to thair demand both for quantety of money and for the time when it shall bee payed also have voted to levye and Raise the money preporsanably upon all the land with in our township

“The 16<sup>th</sup> of Jenewary 1700 / 1701 the Commety a Cording to the Towns order have a greead with Samuel English the grandson of Mascanomenet Sagemoer of aggowam Concerning his titel to our town; and wee have tacken a deed of him from bradford bounds to Ipswich River and from wils hill to Ipswich lien a Cording to the Court grant to Rowley: and wee have given him Eaight pound of money and all thair Charges which is about nien pound and fouer shillings in the whol

“and hear is an account of what Each man layed down to mack vp the sum Ensien pearly -01-06-00 Leftenant perly -01-10-00 Ensien heazen 02-00-00 John pebody -01-04-00 and david wood lent the Commety -02-04-00 and Leftenant pearly on pound in vittels and drink -01-00-00 and .5. Shillin and 6<sup>d</sup> for acknowlegment of the deed -00-05-06

“ about the 10<sup>th</sup> of october 1701: Josaph foster brout Josaph In-  
 glish and John Vmpee to set thair hand to a quit Cleam and Resaived  
 of John pebody two Shillings and sixpenc in Siluer and Rum and  
 vittels Enouf

“ also John pebody payed m<sup>r</sup> Adington 3<sup>s</sup> for writing the quet  
 clame that thes tow Indians suied untow

“ the -2<sup>l</sup> -04<sup>s</sup> lent by david wood is payed agaien. thirten  
 Shiling and sixpenc by Josiah bridges and .5<sup>s</sup>. shilling he payed of it  
 for his father and himself for thair owen Shaer and by John pebody  
 one pound five Shillings and Sixpenc so that the -2<sup>l</sup>-4<sup>s</sup> is payed  
 agaien ”



## THE DEED OF ROWLEY

As attorneys of Samuel English, Joseph English, and John Umpee, Indians, who affirmed that they were the heirs of Masconomet, the sagamore of Agawam, some men, whose names are unknown, but who were probably Joseph Foster of Billerica and Moses Parker of Chelmsford, demanded possession of the land included within the town of Rowley; and a meeting of the inhabitants was held December 28, 1700, to consider the claim. Deacon Ezekiel Jewett, Samuel Platts, and Captain Joseph Boynton were appointed a committee to make inquiry about the claim and endeavor to perfect the title of the town to the territory on the best terms they could. An agreement was made with Samuel English, one of the Indians, and, upon the payment of nine pounds, he gave a deed to the town, releasing his claim to the land.<sup>1</sup> There is no known record of this deed, and whether the original document is in existence or not is also unknown.

January 17, 1700-01, a meeting of the inhabitants of Rowley was held, and it was voted that the committee should be remunerated for the nine pounds

<sup>1</sup> "At a legall meeting of the inhabitants of the town of Rowley December 28<sup>th</sup> 1700 their was chosen Deacon Ezekiell Jewett, Sam<sup>ll</sup> Platts & Captain Joseph Boynton to treat with Gentlem<sup>n</sup> improved & impowered as attorneys for the indians which make a demand of our lands who do affirm that they are the proper Heirs to masquenomenet Sagamore of Agawam & to make enquiry about our title, & labour to cleare up our title to sd lands to their satisfaction if it can bee: or otherwise to agree with sd attorneys & what sd comitteee shall do therein shall be a valued act." — *Rowley Town Records*.



they paid to the Indian for this deed for the levy of a tax upon the lands within the town privately owned.<sup>1</sup>

Of the committee appointed to adjust this matter with the Indians, Deacon Jewett was then fifty-seven years of age, and had been deacon of the church in Rowley for fourteen years. Samuel Platts was about fifty-two years old, town clerk for several years, and wrote most of the deeds and wills of the people there for many years. Captain Boynton was fifty-five years of age, and a prominent man in the town. He was commander of the military company and town clerk and representative many years.

<sup>1</sup> “ At a legall meeting of the inhabitants of Rowley Jan 17<sup>th</sup> 1701<sup>1701</sup> it was agreed & voated that the rate for raising the money to satisfie the nine pounds paid to the Indian Sam<sup>ll</sup> English for a title to our township & the charge thereabout should be proportioned by the selectmen upon lands & freeholds belonging to the inhabitants of this town & others that have lands or meadows within the town bounds. Voated & passed on the affirmative.” — *Rowley Town Records*.

## BRADFORD DEEDS

THE people in Bradford apparently learned, in some way, that claims to the title of their territory would be made by both Englishmen and Indians. The Englishmen may have been those claiming under Robert Tufton Mason, who was the successor of his grandfather, Captain John Mason, the early grantee of some lands between Charles and Merrimack rivers and three miles beyond each river; but more likely they were Joseph Foster and Moses Parker, as they were associated with these Indians in their transactions with the several towns.

A meeting of the proprietors of the town was held November 23, 1700, at which Ensign John Tenney was the moderator. Ensign Joseph Bailey, Corporal Richard Kimball, and John Boynton were appointed a committee to treat with these claimants concerning titles. Later in the meeting Ensign John Tenney and Philip Atwood were added to the committee, which was given full power to act in behalf of the town, according to the best of their judgment.<sup>1</sup>

<sup>1</sup> "Att a legall town meting held in bradford, on the : 23 : of nouember 1700 Insine tenny was chosen modratar fue men wear put to uot to treat [with] the Inglish men and the Indenes when thay com consarneng the titel of our land namly, John tenny Joseph baly Richard Kembball sen<sup>r</sup> philip Attwood and John boynton it passed in the afermitiue the town gaue them pour to act in the behalf of the towne.

"on the same day weare put to uot how the charges that might aris on this account both in purching of the indens if need weare and also the charges of the comity should be defrayed it pased in

Joseph Bailey was about fifty years of age at this time; Richard Kimball was forty; John Boynton was a weaver, and aged fifty-three; John Tenney was about fifty-three; and Philip Atwood was a weaver, aged forty-two, a native of Malden, and had come from Lynn to Bradford several years before this time.

At this meeting of the proprietors the matter of defraying the charges of the committee and transfer was discussed, and it was voted to levy the amount upon the land in proportion to the quantity of land each person owned, treating it as all "wilderness land."

The Englishmen did not appear, but the In-the-affirmative: that they should be lauded upon every man's propriety of land that lyes in the bounds of the Towne."

— *Bradford Town Records.*

The following is a copy of the record of this meeting as recorded in the Essex Registry of Deeds, book 15, leaf 137:—

"att a Legall meeting of y<sup>e</sup> proprietors of Bradford in y<sup>e</sup> 23 of novemb<sup>r</sup> 1700 Ensign John Tenny was first chosen moderator he appointed 3 men to treat w<sup>th</sup> y<sup>e</sup> Englishmen & Indians if they come concerning y<sup>e</sup> title of our land y<sup>e</sup> 3 men were put to voat singly namely Insign Baly corporall Richard Kimball and John Bointon & they all pased on y<sup>e</sup> affirmatives afterwards at y<sup>e</sup> same meeting added to y<sup>e</sup> former Three Insign Tenny & Phillip Atwood y<sup>e</sup> Proprietors gave them full power to act in behalf of y<sup>e</sup> town according to their best Judgm<sup>t</sup> or any thereof of them on y<sup>e</sup> same day y<sup>e</sup> 23<sup>d</sup> of novemb<sup>r</sup> 1700 their was a discourse how y<sup>e</sup> charges should be defrayd y<sup>t</sup> might arise as to purchasing of y<sup>e</sup> heathen if need were & also y<sup>e</sup> charges as to y<sup>e</sup> comittee for their Expences of his was put to voat if y<sup>e</sup> charges should not be laid on every mans land according to his proportion of land as Wilderness land & it pased on y<sup>e</sup> affirmative y<sup>t</sup> so y<sup>e</sup> charges should arise.

"the Town clerk being absent y<sup>e</sup> proprietors then chose me to write w<sup>t</sup> they did act"

dians did. They were Samuel English, Joseph English, and John Umpee. An agreement was made with them to release, for three pounds and ten shillings in silver, their interest in the territory, which included Gage's Island in the Merrimack River, and excepted Mr. Phillips' farm of three hundred acres lying between the river and the road leading to Rowley.

The deed was prepared January 30, 1700-01, but the Indians afterward came separately, and executed it. Samuel English came March 21st, and acknowledged it in Haverhill, probably at the house of Nathaniel Saltonstall, a justice of the peace, before whom the acknowledgment was made. Joseph English came July 31, 1701, and acknowledged the deed, also in Haverhill, before Nathaniel Saltonstall, and John Umpee appeared October 22, 1701, and executed it in Andover, probably at the house of Colonel Dudley Bradstreet, a justice of the peace, before whom the acknowledgment by this Indian was made. Nathaniel Saltonstall was a magistrate, trained in the law, and was one of the judges assigned to try the first witch cases at Salem in 1692. He was so little in sympathy with the whole proceeding that he refused to further compromise himself by participating in the trials.

This deed was recorded in the Essex Registry of Deeds, volume 15, leaf 136, April 13, 1702; and the following copy is from this record : —

To all people unto whom these presents shall come Samuel English Joseph English & John Umpee Indians Grand Children & y<sup>e</sup> next true rightfull & lawfull heirs of Masquononit al<sup>s</sup> Muschonomet Indian dec<sup>d</sup> who was cheif Sagamore

and native proprietors of y<sup>t</sup> whole Tract of land Extending from y<sup>e</sup> Southerly side of y<sup>e</sup> River merimack unto Naumkeeg al<sup>s</sup> Bass. River lying in y<sup>e</sup> county of Efsex within y<sup>e</sup> province of y<sup>e</sup> mafsachusetts bay In New Engl<sup>d</sup> Send Greeting whereas divers Englishmen many years since in y<sup>e</sup> life time of y<sup>e</sup> said Musquonomitt al<sup>s</sup> Muschonomett & by & with his Knowledge licence & Good liking did Enter upon Subdue Improve Build & Settle an English Plantation, containing about Eight Thousand acres of land more or Lefs now called & Known by y<sup>e</sup> name of Bradford within & upon part of y<sup>e</sup> afores<sup>d</sup> Tract of land in y<sup>e</sup> county of Efsex afores<sup>d</sup> which said Plantation or Township of Bradford and y<sup>e</sup> lands thereof are butted & Bounded Northerly upon y<sup>e</sup> Said River Merrimack Easterly upon the Line of the Township of Newbury untill it come to y<sup>e</sup> Run of water in a certain Swamp comonly called Beaver Swamp & then Running on a Streight line to a certain Rock comonly called Hardys Rock & From thence to a white oak mark<sup>t</sup> on Three sides standing near into John Pickards ffarme So called & from thence Running near said John Pickards house & So over Johnsons Pond so called to an oak tree Standing at y<sup>e</sup> southeasterly corner of y<sup>e</sup> Pond called Little Pond and from thence to a Run of water on y<sup>e</sup> North Side of a certain hill comonly called & Known by y<sup>e</sup> Name of Philistine hill & following y<sup>t</sup> Run of water till it come to y<sup>e</sup> Line of The Town of Andover & so upon Andover Line till it come to y<sup>e</sup> River Merrimack as also a certain Island cal<sup>d</sup> & Known by y<sup>e</sup> name of Gages Island containing about six acres of land more or Lefs lying in merrimack River afores<sup>d</sup> now Know yee y<sup>t</sup> we y<sup>e</sup> said Samuel English Joseph English & John Vmpee y<sup>e</sup> true rightfull and lawfull heirs of y<sup>e</sup> abovenamed Sagamore musquonomonit al<sup>s</sup> muschonomet as well upon y<sup>e</sup> consideracon afores<sup>d</sup> as for divers other good causes & consideracons us thereunto moving more especially for & in consideration of y<sup>e</sup> sum of Six pounds & ten shillings in currant Silver mony of NewEngl<sup>d</sup> to us in hand at & before y<sup>e</sup> Ensealing &


delivery of these presents well & truly Paid by John Tenny Phillip Atwood & John Boynton all of Bradford afores<sup>d</sup> yeomen appointed a comittee by y<sup>e</sup> Rest of y<sup>e</sup> Freeholders & proprietors of y<sup>e</sup> lands within and belonging to y<sup>e</sup> said township y<sup>e</sup> receipt of which sum of six pounds ten shillings in mony we do hereby acknowledge & our selves to be therew<sup>th</sup> well satisfied contented & fully paid have given granted aliened Released Enfeofed Ratified & confirmed and for Ever Quittclaimed and for us & Every of us Each and Every of our heirs Do by these presents freely fully & absolutely give grant aliene Release Enfeofe Ratify confirm & for Ever quittclaim unto y<sup>e</sup> s<sup>d</sup> John Tenny Phillip Atwood & John Bointon & y<sup>e</sup> Rest of y<sup>e</sup> ffreeholders & proprietors of lands within y<sup>e</sup> said Township of Bradford their heirs & assigns for ever all y<sup>e</sup> beforementioned Tract of land Plantation or township called Bradford containing Eight Thousand acres of land, more or less & described & butted & bounded as as above Expresed or howsoever otherwise y<sup>e</sup> same is. Butted bounded or Reputed to be bounded & also all y<sup>t</sup> Island afores<sup>d</sup> comonly called Gages Island together with all houses Edifices Buildings trees timber woods underwoods feilds feedings pastures marshes meadows swamps ponds pools Runs Rivoletts Stones herbage Rights members hereditaments profits priveledges Comodities Emolum<sup>ts</sup> & appur<sup>tes</sup> whatsoever upon y<sup>e</sup> afores<sup>d</sup> tract of land & Island or any part thereof or to y<sup>e</sup> Same or any part or percell thereof belonging or in any wise appertaining & also all y<sup>e</sup> Estate right title Intrest Inheritance use property possefsion claim & demand whatsoever of us y<sup>e</sup> said Samuel English Joseph English John Vmpee & every of us our & every of our heirs of in to and out of y<sup>e</sup> Same w<sup>th</sup> y<sup>e</sup> reversion & reversions Remainder & Remainders thereof & also all & Every Sum & Sums of mony or pay<sup>mts</sup> w<sup>t</sup>soever to be asked challenged or in any wise demanded therefore Excepting only a certain percell of Land of about three hundred acres comonly called m<sup>rs</sup> Phillips hir ffarme Extending from y<sup>e</sup> afores<sup>d</sup> River Merrimack up

to Rouly Road and all y<sup>e</sup> meadows Belonging to said ffarme Lying within y<sup>e</sup> s<sup>d</sup> Town of Bradford according as said farm is Bounded To Have & to Hold all the Before mentioned to be granted & Released Lands & premises in y<sup>e</sup> actuall pofsefsion of y<sup>e</sup> said John Tenny Phillip Atwood & John Bointon & other y<sup>e</sup> freeholders & proprietors of y<sup>e</sup> said Town of Bradford being (Except only as before is Excepted) withall y<sup>e</sup> rights members profitts Hereditaments & & ap-purtenances thereunto belonging unto y<sup>e</sup> said John Tenny Phillip Atwood & John Bointon & y<sup>e</sup> Rest of y<sup>e</sup> ffreeholders & proprietors of y<sup>e</sup> said town of Bradford their heirs & afsignes for Ever To their only proper use Benefitt & behoofe respectively for evermore ffreely peaceably & Quietly to pofsefs use occupy & Enjoy y<sup>e</sup> same as a good perfect & absolute Estate of Inheritance In fee without the least lett deniall molestation Suit Trouble Eviction Ejection claim or demand of us y<sup>e</sup> said Samuel English Joseph English & John Vmpee or any or Either of us or any or Either of our heirs or of any other person or persons from by or under us any or Either [of] us & we do hereby for ourselves & our heirs covenant grant & agree to & with the said John Tenney Phillip Attwood & John Bointon their heirs Exe<sup>rs</sup> & adm<sup>rs</sup> on behalf of themselves & y<sup>e</sup> Rest of y<sup>e</sup> freeholders & proprietors of y<sup>e</sup> town of Bradford afores<sup>d</sup> their heirs & afsignes to warrant & defend all y<sup>e</sup> said Granted & Released premises & Every part & parcell thereof unto y<sup>e</sup> said John Tenney Phillip Atwood John Bointon & y<sup>e</sup> Rest of freeholders & pprietors of y<sup>e</sup> s<sup>d</sup> town of Bradford their heirs & afsignes for Ever against ourselves & our heirs & Every of them & all & all and Every other person or persons having claiming or pretending To Have or claim any Estate Right title or Interest in or to y<sup>e</sup> same from by or under us any or Either of us or from by or under y<sup>e</sup> s<sup>d</sup> musquonominit als muschonnomet or any other Sagamore or Indian whatsoever In witnefs whereof we have hereunto set our hands & seals y<sup>e</sup> Thirtieth day of January anno Domini one thou-



sand seven hundred, Annoq R R Gulielmi Tertii anglia &c  
Decimo

Signed seal<sup>d</sup> & DD in presence of us  
By SAMUEL ENGLISH on march 21 1700

SAMUEL HASIN for Sam<sup>y<sup>e</sup></sup>  
SAM<sup>LL</sup>  ENGLISH & seale  
mark of

ROBERT CLEMENT for Joseph 31 5 1701

MOSES PARKRE for sam<sup>y<sup>e</sup></sup>  
JOSEPH  ENGLISH & seale

JOHN GRIFFIN for Joseph 31 5 1701

y<sup>e</sup> mark

JOHN  VMPEE & a seale

THO: PARLEY } for John Vmpee of  
JOSEPH FFOSTER } 22<sup>d</sup> octob<sup>r</sup> 1701

Haverhill march 21 1700 or 1701 Samuel English Indian  
one of y<sup>e</sup> w<sup>thin</sup> named subscribers being present signed owned  
& acknowledged y<sup>e</sup> w<sup>thin</sup> written to be his act & deed

Before me NATH<sup>LL</sup> SALTONSTALL *Just of Peace*

Haverhill July 31: 1701 y<sup>e</sup> w<sup>thin</sup> named Joseph English  
appeared & signed sealed & owned & acknowledged y<sup>e</sup> In-  
strum<sup>t</sup> on y<sup>e</sup> other side to be his act & deed

Before me. NATHANIEL SALTONSTALL *Justice of peace*

andover octob<sup>r</sup> 22<sup>d</sup> 1701 John Vmpee one of y<sup>e</sup> w<sup>thin</sup>  
named subscribers being present owned & acknowledged y<sup>e</sup>  
w<sup>thin</sup> written Instrum<sup>t</sup> to be his act and Deed



Before me DUDLEY BRADSTREET *J: peace*

Recorded with this deed in the Registry of Deeds  
is the following receipt signed by Joseph English and  
John Umpee:—

Rec<sup>d</sup> on y<sup>e</sup> Thirtieth day of January 1700/1 of the  
within named John Tenny Phillip Atwood & John Boynton



y<sup>e</sup> sum of six pounds Ten shillings in currant silver money  
of New England in full payment of y<sup>e</sup> purchase consideration  
within mentioned By us

y<sup>e</sup> mark  
JOSEPH  ENGLISH on 31 : 5 : 1701  
of  
JOHN  VMPEE  
his mark

Of the witnesses to this deed Robert Clement lived in Haverhill, John Griffin in Bradford, Thomas Perley in Boxford, and Joseph Foster and Moses Parker were from Billerica and Chelmsford respectively, being the companions of these Indians as their attorneys on the occasions of these transactions with the several towns.

In the above deed the Phillips farm was excepted. After that deed was drawn and executed by Samuel English, he signed a deed of this farm to Rev. Edward Payson and Robert Greenough, both of Rowley. Mr. Payson was pastor of the church in Rowley, having preached there for a score of years. He was forty-three years of age at this time. Mr. Greenough was of about the same age as Mr. Payson. This deed is dated March 26, 1701, and was recorded in the Essex Registry of Deeds, book 14, leaf 160, May 30, 1701. The following copy is taken from this record:—

To all Christian People to whome this Deed of Sale shall come Sam: English an Indian hier to y<sup>e</sup> old Sagamore Masquenomet of aggawam Sendeth Greeting Know yee that I Sam: English of y<sup>e</sup> Towne of Chelmsford in y<sup>e</sup> County of Middlefex province of y<sup>e</sup> Mafsachufets Bay in new England

Diuers good Causes & Consideracons me therevnto mouing but Especialy for & Consideracon of y<sup>e</sup> full & Just Summe of Eighteen poundes in money by me Receiued which is full Satisfacon to me and Thereof acquitt & discharge m<sup>r</sup> Edward Paifon & m<sup>r</sup> Robert Greenough thier hiers Executors administrators Haue Granted bargained Sold & doe by these Psents Giue Grant bargain Sell Ratifie Confirme aliene Enfeoffe & deliuer to y<sup>e</sup> aboues<sup>d</sup> m<sup>r</sup> Edward Paifon & m<sup>r</sup> Robert Greenough both of y<sup>e</sup> Towne of Rowley in the county of Essex a Certaine parcell of Land Scituate Lying & being within y<sup>e</sup> bounds of y<sup>e</sup> Towne of Bradford in the County of Essex y<sup>e</sup> land being by Estimacon three hundred acres be y<sup>e</sup> Contents thereof more or be they les as it is perticularly abutted & bounded Easterly by land formerly laid out to m<sup>r</sup> Ezekiel Rogers Southerly by a road from Rowley to Bradford Westerly by y<sup>e</sup> brooke Called Johnsons Brooke or Creeke northerly by Merrimack riuer alsoe Twenty acres of meadow within the bounds of y<sup>e</sup> Towne of Bradford in y<sup>e</sup> meadow Called Jeremiah meadow all y<sup>e</sup> abouesd Land & meadow in sd Township of Bradford y<sup>t</sup> was formerly Granted by Rowley Towne to m<sup>r</sup> Samuel Phillips Deceased Each parcelles of land & meadow as they are perticularly Granted & Entred in y<sup>e</sup> records of Rowley Towne with all and Singular y<sup>e</sup> priuiledges & apurtenances Therevnto belonging or in any manner of wise appertaining (viz) wood Timber buildings fences springs brooks Orchards mines mineralls or any priuiledge whatsoever to them y<sup>e</sup> s<sup>d</sup> m<sup>r</sup> Edward Paifon & m<sup>r</sup> Robert Greenough thier Executors administrators & assigns To Haue & to Hold as a perfect & absolute Estate of Inheritance in fee Simple for Euer alsoe I doe by these presents Declare that I haue good right full power & Lawfull authority in my owne name to giue grant Sell & Convey the same as abouesaid & that it shall & may be lawfull from time to time & at all times hereafter for y<sup>e</sup> abouesd m<sup>r</sup> Paifon & m<sup>r</sup> Greenough & thier hiers Executors administrators & assigns to Haue Hold vse Occupy & Enjoy to y<sup>e</sup> Seuerall vse & vses free & cleare

& freely & Clearly acquitted of & from all former & other Indian Claimes or any other Grants Gifts Recognisance Charges Sables at Law or any Incombrance whatsoever & shall remaine free & cleare from me my hiers Executors adminiftrators or assigns or any other person or persons that Shall Lay any Lawfull Claime or Title to or into any part of y<sup>e</sup> premises in Witnefs whereof I haue Sett to my hand & Seale March the Twenty Sixth One Thousand Seuen hundred & one & in the Thirteenth yeare of William the Third of England Scotland France & Ireland King defender of y<sup>e</sup> faith :

Signed Sealed & Deliuered

in Psence of Witneses

his

JARVIS RING

SAM :

SAMUEL EASTMAN

PHILIP GRELEY



ENGLISH & Seale

marke

Ipsw<sup>ch</sup> March the Twenty Eight 1701 Then the aboue s<sup>d</sup> Sam: English an Indian personally appeared & acknowledged this Instrument to be his free act & Deed before me

JOHN APPLETON *J Pe*

These witnesses were all natives and inhabitants of Salisbury, and the deed was probably signed and witnessed in that town; but it was acknowledged in Ipswich, before John Appleton, Esq., on the twenty-eighth of the month, two days after it was written. Of these witnesses, Jarvis Ring was forty-two years of age; Samuel Eastman, forty-three; and Philip Greeley, fifty-six. John Appleton resided in Ipswich, where he was a merchant, town clerk, representative to the general court, clerk of courts, colonel of the regiment, and at this time he was forty-eight years of age and a member of the Governor's council.

This last act of Samuel English was probably performed without the cognizance of Moses Parker and

certainly without the knowledge of Joseph Foster. The latter was so incensed about it that he made the following deposition, which was recorded in the Essex Registry of Deeds, volume 14, leaf 195, on the day it was taken, Sept. 12, 1701:—

Joseph Foster of full age testifieth that Samuel English that Claimed a title to Bradford land had no power or right of himselfe to Reserue any part of said Bradford to himselfe or to make any perticular Conveyance of any part of Said land Ether to Moses Parker or any other without my Consent hauing before the time that Bradford Comittey purchased thier Indian title Comitted all his power into y<sup>e</sup> hands of Joseph Foster abouesaid & Moses Parker to act in his or thier behalfe neither had he any power of himselfe without y<sup>e</sup> approbation of s<sup>d</sup> foster to Except m<sup>r</sup> philipes farme which he neuer had for he said Samuel English had by an act under hand & seale acknowledged before Major Hinchman that he had Comitted the whole Concerne of this matter into y<sup>e</sup> hands of said Foster & parker abouesaid:

Sworne Salem September The 12<sup>th</sup> 1701 before

JOHN HATHORNE	}	<i>Just peace</i>
JONATHAN CORWINE		

These justices were two of the judges who presided over the court of oyer and terminer during the trials of the witchcraft cases in 1692.

Mr. Foster was probably appeased in some way, as on the twenty-second of the next month he appeared with John Umpee and witnessed his signature to the Bradford deed.

## THE DEED OF TOPSFIELD

THE next and last place to which these Indians laid claim was Topsfield. A meeting of the inhabitants was held February 10, 1700-01, to consider the matter, and it was agreed to refer the claim to a committee with full power to agree with the Indians. The committee chosen for this purpose consisted of Captain John Gould, Lieutenant Thomas Baker, Captain John How, Ensign Samuel Howlett, and Isaac Peabody.<sup>1</sup> Captain Gould, at this time, was sixty-five years of age. He was the patriot who had led his military company to Boston to oppose the government of Sir Edmund Andros, and was imprisoned for treason. Lieutenant Baker was sixty-four years old. Captain How was about fifty-eight and an innholder. Samuel Howlett was about fifty years old. Isaac Peabody lived on the old Peabody homestead and at this time was fifty-two years of age.

This committee conferred with the Indians, and for three pounds in money Samuel English agreed to give the town a quitclaim deed of its territory. The deed of the Sagamore Masconomet included this territory, to be sure, but it was thought best to settle

<sup>1</sup> "At a lawfull Towne meeting ye 10<sup>th</sup> of february 1700 or 1701 it was agreed to giue full power to a Commity to agree with ye Indians as lays claime to our lands voted

"Capt John Gould and Leiut Thomas Baker and Capt John How and Ens Samuell Howlet and Isaac Pabody are Chosen and haue full power in ye behalfe of ye Towne to agree with the Indians as lays Claime to our Lands voted"

— *Topsfield Town Records*, volume 3, page 108.

with this grandson of the chief. That the town had the deed to John Winthrop in contemplation is evidenced by a vote of the town passed at the same meeting when the committee to settle with the Indians was chosen. This vote was to procure a copy of the Winthrop deed.<sup>1</sup> This was done and the copy was recorded in the Town Records.<sup>2</sup> The description of the premises in the Winthrop deed is very indefinite, and this fact may have induced the committee to secure a release from Samuel English.

The deed executed by Samuel English is dated March 28, 1701, and recorded in the Topsfield Town Records, volume 3, page 110. The following is a copy of the deed as thus recorded:—

Know all cristian people by thes preasents that whareas I Samuell English Indian Heir to Musquanomenit Sagamore of Agawom for and in considerasion of three pounds in mony in hand payd to my full satsisfaction doe absolutely quit claime to y<sup>e</sup> Towne of Topsfield of all my right : that I haue had or euer might haue had : within ye bounds or limmits of y<sup>e</sup> Towne of Topsfield : as it hath bene by Genarell Court established and to which land by vertue of my aforesaid heirship I doe look upon my self as the rightfull owner of : also I doe hereby oblidge my selfe Heirs Executers : &c : to ye Towne of Topsfield to defend them in thare posestion and in Joyment of ye afore said premises for euer and to bare them harmless and in damnifye from any other persons whatsoever whether English or Indian that shall lay anny claime to ye

<sup>1</sup> "The Towne haue declared by uote y<sup>t</sup> Quartermaster Pirkins shall procure of ye Honnored Generall Winthrop a copy of ye deed as ye Honored Gouvernor Winthrop hed of ye Saggemore of agowam." — *Topsfield Town Records*, volume 3, page 108.

<sup>2</sup> Volume 3, page 111.

premis or any part thare of that hather to bene improued or posed by ye Towne aforesaid : by vertue of any Indian title or conueyance I y<sup>e</sup> aforesaid Samuell English doe a gaine declare that in considerasion of three pounds corrent mony in hand paid by a committy apointe by y<sup>e</sup> Towne of Topsfield to agree with mee in behalfe of said Towne: doe for my selfe and Heirs &c: renounce and Relinquish: all my reall or sposed Right with in y<sup>e</sup> limmits aforesaid: and doe hereby confirme to y<sup>e</sup> committy aforesaid: in behalfe of said Towne and to thare Heirs &c: for euer: (ye names of y<sup>e</sup> comity being Capt<sup>t</sup> John Gould Leiut<sup>t</sup> Thomas Baker Capt<sup>t</sup> John How En<sup>s</sup> Samuell Howlet and Isaac Pabody) ye afore said premises: and y<sup>t</sup> it shall be lawfull to and for ye said Towne for euer here after to haue hould quietly and peaceably in Joy ye premises thay thare heirs Executors Administrators and asigns foreuer in testimony whare of I ye said Samuell English haue here vnto set my hand and seale: this twenty eight day of march anno dominj one thousand seuen hundred and one: and in y<sup>e</sup> thirteenth yeare of his maiastie's Reigne William the third of England &c


signed sealed and diliuered

in ye preasence of witnesses

JOSEPH CAPEN

JOHN PRICHERD

NATHANIEL PEARLY

ye mark of  ENGLISH

Ipswich may y<sup>e</sup> fortenth day 1701 then y<sup>e</sup> a boue said Samuell English personally apered and acknowledged this instrement to be his free act and deede be for mee

JOHN APPLETON: *Justis of ye peace*

Of these witnesses, Rev. Joseph Capen was the pastor of the church in Topsfield and forty-two years of age. He lived in the old Capen house, which is still standing. John Prichard was about the same age; and Nathaniel Perley lived over the town line,

in Boxford, and was much younger. John Appleton, the magistrate who took the acknowledgment of the deed, lived in Ipswich and was the same justice who took the acknowledgment of the grantors in several other of the Essex County Indian deeds.

At a town meeting held June 24, 1702, it was voted that the charges of this deed should be paid by levy on the lands within the town.<sup>1</sup>

<sup>1</sup> "At a lawfull Towne meeting ye 24<sup>th</sup> of June 1701 the Towne did agree that yt ye charge as did arise about a greening with ye indians a bout ye lands of our Towne of Topsfield shall be raised on ye lands in our Towne only." — *Topsfield Town Records*, volume 3, page 110.



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